

**IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA**

**GREENAVATIONS POWER,  
LLC, and GREENAVATIONS  
POWER DUBLIN, LLC,**

Plaintiffs,

v.

**ARNALL GOLDEN GREGORY,  
LLP, JOHN L. GORNALL, JR.,  
and WILHELM ZIEGLER,**

Defendants.

CIVIL ACTION NO. 2018CV306061

---

**FIRST AMENDED COMPLAINT FOR LEGAL MALPRACTICE**

COME NOW GREENAVATIONS POWER, LLC and GREENAVATIONS POWER DUBLIN, LLC, Plaintiffs herein, and file this, their First Amended Complaint for Legal Malpractice against the above-named Defendants, respectfully showing as follows:

**PARTIES, JURISDICTION AND VENUE**

1.

Plaintiff Greenavations Power, LLC (“Greenavations”) is a Georgia limited liability company that provides consulting and design services for development of solar energy projects.

2.

Greenavations Power Dublin, LLC (“GPD”) is a Georgia limited liability company created as a special purpose entity to facilitate the development of a solar power array in Dublin, Laurens County, Georgia.

3.

Defendant Arnall Golden Gregory LLP (“Defendant AGG”) is a limited liability partnership duly authorized to conduct business in the state of Georgia, with its principal office located at 171 17<sup>th</sup> Street, NW, Suite 2100, Atlanta, Fulton County, Georgia 30363. Defendant AGG is subject to the jurisdiction of this Court, and venue is proper in this Court.

4.

Defendant, John L. Gornall, Jr., (“Defendant Gornall”) is a resident of the state of Georgia. Defendant Gornall is subject to the jurisdiction of this Court, and venue is proper in this Court.

5.

Defendant, Wilhelm Ziegler, (“Defendant Ziegler”) is a resident of the state of Georgia. Defendant Ziegler is subject to the jurisdiction of this Court, and venue is proper in this Court.

6.

By virtue of the Tolling Agreements, dated January 20, 2017, November 17, 2017 and February 28, 2018, between Plaintiffs and Defendants AGG and Gornall, this action has been timely filed.

### **FACTS**

7.

Mage Solar Projects, Inc. (“Mage Solar”) and its related entities (referred to collectively herein as “Mage”) was in the business of manufacturing and distributing solar energy equipment and systems.

8.

Plaintiffs Greenavations was in the business of assessing the solar energy potential of commercial real estate and developing solar energy projects. Plaintiff GPD is a Georgia limited liability company created as a special purpose entity to facilitate the development of a solar power array in Dublin, Laurens County, Georgia.

9.

Defendant AGG is a law firm based in Atlanta, Georgia. Since 2010, AGG has represented Mage on various matters, including acquisition, corporate, tax, contract and employment law matters, as general outside counsel.

10.

Defendants Gornall and Ziegler are attorneys duly licensed in the State of Georgia, who practice law as partners with AGG.

11.

In early 2011, the Laurens County Development Authority (“LCDA”) outlined a plan to finance, develop, integrate and install a 1.2 megawatt photovoltaic electricity generating system (“solar array” or “solar facility”) at the Dublin City High School (“the Project”) to facilitate the economic development of the manufacture of solar panels by Mage in Laurens County.

12.

The Dublin City School District (the “School District”) hired Greenavations in September 2011 to perform an analysis of the economic viability of the Project.

13.

By November 2011, LCDA, the School District and Mage made the decision to proceed with the Project and to finance the Project with a \$3,585,000.00 taxable lease revenue bond (“Bond Deal”) and a federal grant of approximately \$1.2 million (“1603 Grant”).

14.

At all relevant times, Defendant Ziegler served as corporate secretary of Mage and at least eight of its affiliated entities.

15.

In March 2011, Mage secured a \$905,020 operating loan from Morris Bank in Dublin, Georgia and an additional \$430,240 loan from Morris Bank in December of that year (the “Loans”).

16.

In 2011, Mage incurred a net loss of \$3,563,361.

17.

At least as early as March 19, 2012, Defendants had actual knowledge that Mage incurred a net loss of \$3,563,361 in 2011.

18.

By virtue of its prior and ongoing representation of Mage and its affiliates, and at all times relevant hereto, Defendants knew that Mage was in financial distress and was unable to continue as a going concern.

19.

Mage incurred a net loss of more than \$4 million in 2012.

20.

As early as 2011, Mage was relying upon its two German parent companies for financial support.

21.

In December of 2011, unaware of Mage's financial losses, Plaintiffs executed Mage's purchase orders ("Mage invoices") in the amount of approximately \$799,000 for the purchase of Mage's solar panels and related equipment for the Project.

22.

The solar panels came with Mage's standard warranty.

23.

The terms and conditions of the Bond Deal required Mage to provide extended warranties on the solar panels and equipment as well as continued maintenance and support for the solar array (hereinafter the "Extended Warranties").

24.

Plaintiffs would not have consummated the Bond Deal without the benefit of the Extended Warranties, which were vital to the Bond Deal and to protecting Plaintiffs' interests.

25.

On April 25, 2012, Defendants sought to represent Plaintiffs respecting Mage's invoices, the Extended Warranties and the Bond Deal.

26.

Defendants asked that Plaintiffs execute a “waiver of multiple, concurrent or conflicting representation.”

27.

In May and June of 2012, Defendants negotiated the terms and conditions of the Extended Warranties but failed to procure executed Extended Warranties from Mage. Defendants knew that Mage would be unable to honor the Extended Warranties.

28.

On January 29, 2013, in reliance upon the Warranties and the advice of Defendants, GPD entered into the Bond Deal as the Owner, Borrower and Lessor of the solar array, which is under lease for the next twenty-five (25) years to the Laurens County Pubic Facilities Authority (“LCPFA”) and the School District.

29.

Defendants knew that the Extended Warranties were essential to the Bond Deal and to protecting Plaintiffs’ interests in the Bond Deal. Despite having this knowledge, Defendants failed to include the Extended Warranties in the Bond Deal. Defendants also failed to include any hold harmless or other provision in the Bond Deal to shield Plaintiffs from liability arising from the Project.

30.

In June 2013, Mage's parent company, MAGE Industrie Holding AG, filed for bankruptcy in Germany. Defendants did not advise Plaintiffs of this bankruptcy filing until September of 2013.

31.

Rather than repaying the Loans, Mage sought an additional bank loan. In July of 2013, Defendant Gornall assisted Mage in obtaining a \$600,000 loan from Morris Bank.

32.

To help secure the loan, Gornall advised Greenavations to acknowledge Mage's invoices to the bank as collateral. Defendants did not disclose MAGE Industrie Holding AG's bankruptcy to Plaintiffs until after Greenavations acknowledged Mage's invoices.

33.

In December 2013, Mage's other parent company, MAGE Solar AG, filed for bankruptcy in Germany.

34.

Relying on Mage's invoices as collateral, Mage's corporate officers withdrew Mage's remaining funds from its accounts with Morris Bank. Mage defaulted on the Loans.



35.

Morris Bank, as assignee of Mage, filed suit against Greenavations seeking repayment of approximately \$900,000 in loans to Mage. In July of 2014, without Plaintiffs' knowledge or consent, Defendant Ziegler assisted Morris Bank in perfecting its claim against Greenavations.

36.

By October of 2014, Mage was completely out of business. There is no entity in existence to honor the Extended Warranties. In 2017, Morris Bank obtained a judgment against Greenavations in the amount of \$1,264,500. In the collections case, Morris Bank relied on Greenavations' acknowledgment of Mage's invoices and on the extensive information provided by Defendant Ziegler.

37.

The solar array owned by GPD is now unwarranted. GPD has incurred expenses in providing continued maintenance and support for the solar array as a result of Mage's inability to honor its obligations under the Extended Warranties.

38.

Mage was paid over \$1.3 million for the solar panels and related equipment for the Project.

39.

To induce Plaintiffs to close the Bond Deal, Defendants intentionally concealed from Plaintiffs material information regarding Mage's financial losses incurred in 2011 and 2012.

40.

In September 2013 Defendants advised Plaintiffs of MAGE Industrie Holding AG bankruptcy filing in Germany. However, Defendants intentionally concealed the truth about Mage's massive financial losses.

41.

Construction of the solar array was not complete until 2014. Had Defendants disclosed Mage's financial losses in a timely manner, Plaintiffs could have replaced the solar panels and related equipment for the Project with panels from another vendor.

**COUNT I**  
**(FRAUD)**

42.

The allegations of paragraphs 1 – 41 of this Complaint are incorporated by reference as if each were fully restated herein.

43.

At all times relevant hereto, an attorney-client relationship existed between Plaintiffs and Defendants. As a result, Defendants owed Plaintiffs a fiduciary duty

to disclose material information relevant to Defendants' representation of Plaintiffs in the underlying matter.

44.

As of April 2012, Defendants knew that Mage incurred a financial loss in the amount of \$3,563,361 in 2011.

45.

Defendants had a duty to disclose to Plaintiffs that Mage incurred a financial loss in the amount of \$3,563,361 in 2011.

46.

Defendants had actual knowledge of Mage's 2011 losses as early as March 19, 2012. Defendants breached their duty to Plaintiffs by failing to disclose this information and by intentionally concealing this information from Plaintiffs. Defendants have never disclosed this information to Plaintiffs. In fact, in a verified interrogatory response served in this case, Defendants continue with their intent to deceive Plaintiffs by contending that they did not learn of Mage's 2011 financial loss until March 2014.

47.

In May and June of 2012, when Defendants negotiated the Extended Warranties, they knew that Mage incurred massive financial losses in 2011 and 2012 and that Mage would not be able to honor the Extended Warranties.

48.

In January 2013, when Defendants negotiated the Bond Deal, they knew that Mage incurred massive financial losses in 2011 and 2012 and that Plaintiffs interests would not be protected in the Bond Deal.

49.

Defendants' actions in intentionally concealing their knowledge of Mage's financial losses in 2011, deterred Plaintiffs from filing this action.

50.

At all times relevant herein, Plaintiffs exercised reasonable diligence to discover the cause of action.

51.

Defendants' intentional concealment of this information from Plaintiffs constitutes fraud. As the direct and proximate result of Defendants' fraudulent concealment of this information from Plaintiffs, Plaintiffs have incurred significant economic damages, including compensatory damages in excess of \$5.4 million, attorney fees for bringing this action and they are entitled to disgorgement of the attorney fees paid by Plaintiffs to Defendants in the underlying matter.

**COUNT II**  
**(LEGAL MALPRACTICE)**

52.

The allegations of paragraphs 1 – 51 of this Complaint are incorporated by reference as if each were fully restated herein.

53.

At all times relevant hereto, an attorney-client relationship existed between Plaintiffs and Defendants. As a result, the Defendants owed Plaintiffs the duty to use such standards of skill, prudence, and diligence as lawyers of ordinary skill and capacity commonly possess and exercise in the performance of the tasks which they undertake.

54.

Defendants knew of Mage's massive financial losses in 2011 and 2012. On January 29, 2013, when the Bond Deal was executed and closed, Defendants were negligent and committed legal malpractice when:

- a. they failed to include Mage's Extended Warranty obligations in the Bond Deal;
- b. they failed to disclose that Mage could not honor its Extended Warranty obligations;

- c. they failed to advise Plaintiffs of their obligations and financial exposure under the Bond Deal;
- d. they failed to advise Plaintiffs of Mage's massive financial losses;
- e. they failed to include any hold harmless or other provision in the Bond Deal that would have served to shield Plaintiffs from potential claims regarding the solar array; and
- f. they failed to advise Plaintiffs to conduct financial due diligence on Mage.

55.

In July 2014, Defendants continued to breach their duties to Plaintiffs and to commit legal malpractice when Defendant Ziegler knowingly assisted Mage and Morris Bank in Morris Bank's collections efforts against Greenavations.

56.

Defendants' conduct constituted multiple breaches of the professional standard of care owed to Plaintiffs. Defendants' conduct was negligent and constituted professional malpractice. *See* Affidavit of Douglas V. Chandler, attached hereto in compliance with O.C.G.A. § 9-11-9.1, attached as Exhibit "A."

57.

Defendants' negligence and professional malpractice was the proximate cause of compensatory damages to Plaintiffs totaling more than \$5.2 million.

**COUNT III**  
**(BREACH OF FIDUCIARY DUTY)**

58.

The allegations of paragraphs 1 – 57 of this Complaint are incorporated by reference as if each were fully restated herein.

59.

Defendants owed Plaintiffs the fiduciary duties of candor, loyalty and diligence/competence and the duty to disclose.

60.

Defendants breached the above fiduciary duties that they owed to Plaintiffs when they failed to disclose to Plaintiffs that Mage incurred a financial loss in the amount of \$3,563,361 in 2011.

61.

Defendants breached the above fiduciary duties that they owed to Plaintiffs when Defendant Ziegler knowingly assisted Mage and Morris Bank in Morris Bank's collections efforts against Greenavations.

62.

As the direct and proximate result of Defendants' breach of the above fiduciary duties that they owed to Plaintiffs, Plaintiffs have incurred significant

economic damages, including compensatory damages in excess of \$5.4 million, attorney fees for bringing this action and disgorgement of the attorney fees paid by Plaintiffs to Defendants in the underlying matter.

**COUNT IV**  
**PUNITIVE DAMAGES and ATTORNEYS' FEES AND EXPENSES OF**  
**LITIGATION AGAINST THE DEFENDANTS**

63.

The allegations of paragraphs 1 – 62 of this Complaint are incorporated by reference as if each were fully restated herein.

64.

Defendants' conduct, as described above, was in bad faith, has caused Plaintiffs unnecessary trouble and expense, and was stubbornly litigious, thereby entitling Plaintiffs to an award of their attorneys' fees and expenses incurred in the prosecution hereof.

65.

Defendants' actions as set forth in this Complaint show willful misconduct, fraud, wantonness, oppression and a want of care raising the presumption of conscious indifference to consequences, entitling Plaintiffs to an award of punitive damages and attorney fees in an amount to be proven at trial.



WHEREFORE, on the within and foregoing Complaint, Plaintiffs pray that they be awarded relief as follows:

- (1) On Count I, that judgment be entered for Plaintiffs and against Defendants in such amounts not less than \$5.2 million or as shown at the time of trial or hearing;
- (2) On Count II, that judgment be entered for Plaintiffs and against Defendants in such amounts not less than \$5.2 million or as shown at the time of trial or hearing;
- (3) On Count III, that judgment be entered for Plaintiffs and against Defendants in such amounts not less than \$5.2 million or as shown at the time of trial or hearing;
- (4) On Count IV, that judgment be entered for Plaintiffs against the Defendants for punitive damages and such attorneys' fees and expenses of litigation as shown at the time of trial or hearing;
- (5) That all claims asserted herein be tried before a jury; and
- (6) That Plaintiffs have such other and further relief as this Court deems just and proper.

Respectfully submitted, this 24th day of September, 2019.

**SCHWEBER GREEN LAW GROUP**

By: /s/ Scott A. Schweber  
Scott A. Schweber

Georgia Bar No. 631286  
Shuli L. Green  
Georgia Bar No. 297460

**ATTORNEYS FOR PLAINTIFFS**

2002 Summit Blvd., Suite 300  
Atlanta, Georgia 30319  
Phone: 404.460.5120  
Fax: 404.745.0740

**IN THE STATE COURT OF FULTON COUNTY  
STATE OF GEORGIA**

**GREENAVATIONS POWER,  
LLC, and GREENAVATIONS  
POWER DUBLIN, LLC,**

Plaintiffs,

v.

**ARNALL GOLDEN GREGORY,  
LLP, JOHN L. GORNALL, JR.,  
and WILHELM ZIEGLER,**

Defendants.

CIVIL ACTION NO.

---

**AFFIDAVIT OF DOUGLAS V. CHANDLER**

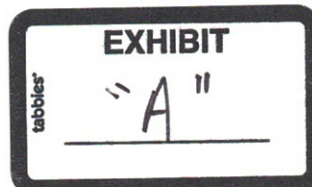
COMES NOW the Affiant, Douglas V. Chandler, who, after being duly sworn, states and deposes as follows:

1.

My name is Douglas V. Chandler. I am over the age of 21, suffer from no legal disabilities, and have personal knowledge of the facts testified to herein.

2.

I am an active member in good standing of the State Bar of Georgia. I have been engaged in the full-time practice of law in the Atlanta, Georgia area since 1999. I received my law degree in 1999 from the Cumberland School of Law of Samford University.



3.

As a result of my training and experience, I am familiar with an attorney's duty to use such skill, prudence and diligence as lawyers of ordinary skill and capacity commonly possess and exercise in the performance of the tasks which they undertake. I give this Affidavit for submission with the Complaint pursuant to O.C.G.A. § 9-11-9.1, and for all other purposes allowed by law.

4.

In connection with the opinions expressed herein, I have assumed the following facts as alleged in the Complaint are true and accurate as allowed by Georgia law:

a. Plaintiffs Greenavations Power, LLC ("Greenavations") and Greenavations Power Dublin, LLC ("GPD") are in the business of assessing the solar energy potential of commercial real estate and developing solar energy projects.

b. Defendant Arnall Golden Gregory LLP ("Defendant AGG") is a law firm based in Atlanta, GA.

c. Defendants John L. Gornall, Jr., ("Defendant Gornall") and Wilhelm Ziegler ("Defendant Ziegler") are attorneys duly licensed in the State of Georgia, who practice law as partners in AGG (Individual Defendants AGG, Gornall, and Ziegler are collectively referred to as "Defendants").

d. Mage Solar Projects, Inc. (“Mage Solar”) and its related entities (referred to collectively herein as “Mage”) manufacture and distribute solar energy equipment and systems.

e. Since 2010, Defendant AGG has represented Mage on various matters, including acquisition, corporate, tax, contract and employment law matters, as general outside counsel.

f. In early 2011, the Laurens County Development Authority outlined a plan to finance, develop, integrate and install a 1.2 megawatt photovoltaic electricity generating system (“solar array” or “solar facility”) at the Dublin City High School (“the Project”).

g. The City of Dublin, Georgia Public School District (the “School District”) hired Greenavations in September 2011 to perform an analysis of the economic viability of the Project.

h. By November 2011, the decision to proceed with the Project was made and the financing was to be secured by a \$3,585,000.00 taxable lease revenue bond.

i. In December 2011, Mage entered into an agreement to sell many of the components necessary for the Project to Greenavations as the Developer of the Project (the “Panel Agreement”).

j. On or about April 25, 2012, Plaintiffs retained Defendants to provide legal services in connection with the development, installation, integration and financing of the Project, and leasing of the solar facility to the Laurens County Public Facilities Authority ("Lessee"), which would in turn sublease the solar facility on substantially similar terms to the Dublin, Georgia City Public School District ("Sublessee").

k. In connection with their services to Plaintiffs, Defendants asked that Plaintiffs execute a "waiver of multiple, concurrent or conflicting representation" (hereinafter "Conflict Waiver"). In the Conflict Waiver, Defendants acknowledged that the School District and the financier/investor for the solar facility, Oppenheimer & Co., Inc., "will rely upon a Mage warranty as to the performance of certain components of the solar facility or the entire system."

l. Defendants' Conflict Waiver further stated "[o]ur firm has given advice about standard terms and conditions of sale, including a limited warranty, for photovoltaic components and systems sold by Mage Solar; but, we have not given advice specifically about any warranty for the Solar Facility" (the "Warranty").

m. Defendants further acknowledged that "if we represent Greenavations regarding the solar facility and related project, this firm would not be representing Mage Solar in connection with the Panel Agreement or the Warranty, but rather, would be representing Greenavations in connection with the Panel Agreement and

the Warranty. In such capacity, the interests of Greenavations, which this firm would represent, could be adverse to Mage Solar.”

n. Essential to the bond offering, was Mage's Ten (10) Year Product Warranty, Twelve (12) Year 90% Power Guarantee and Thirty (30) Year 80% Power Guarantee. In addition, Mage was to provide continued maintenance training and support for the solar array (hereinafter the “Warranties”).

o. Defendants negotiated the Warranties on behalf of Plaintiffs and incorporated their terms into a letter agreement, dated May 29, 2012, by and between Greenavations and Mage.

p. Defendants also represented Plaintiffs (Bond Counsel) in connection with the \$3,585,000.00 taxable lease revenue bond used to finance the Project (“Bond Deal”).

q. At all times relevant hereto, Defendants knew that the Warranties were essential to the Bond Deal. Despite having this knowledge, Defendants failed to include the Warranties in the Bond Deal. Defendants also failed to include any hold harmless or other provision in the Bond Deal that would have served to shield Plaintiffs from potential claims regarding the Solar Array. Defendants also failed to advise Plaintiffs to conduct financial due diligence on Mage.

r. On or about January 29, 2013, in reliance upon the Warranties and the advice of Defendants, GPD entered into the Bond Deal as the Owner, Borrower and Lessor of the solar array.

s. Mage was in extreme financial distress, having amassed large and growing net losses in the millions of dollars in 2011 and 2012.

t. By virtue of Defendants' prior and concurrent representation of Mage, Defendants knew or should have known that, at all times relevant hereto, Mage was in extreme financial distress and would likely be unable to honor the Warranties that Defendants negotiated on behalf of their other concurrent clients, the Plaintiffs.

u. Throughout 2012 and until September 2013 Defendants concealed from Plaintiffs that Mage was in financial distress.

v. Defendants did not inform Plaintiffs of Mage's bankruptcy until September 2013 when the solar panels were already installed.

w. By spring of 2014, Mage had completely ceased operations but for simple administrative actions while it sought a buyer or other disposal of its assets.

x. In the spring of 2014, Morris Bank was seeking to collect an alleged balance due from Greenavations based upon Greenavations acknowledgement of Mage invoices in the summer of 2013.



y. In the spring of 2014, Defendant Ziegler assisted Mage and Morris Bank in actions that were in direct contravention to Plaintiffs' interests and to the detriment of Greenavations. Defendant Ziegler on multiple occasions was in contact with Morris Bank's attorney as part of the bank's collection efforts against Defendants other client, Greenavations.

z. Defendants knew or should have known that Mage was in financial distress in 2011 and 2012 and on January 29, 2013 when the Bond Deal was executed and closed. On January 29, 2013, Defendants were negligent and committed legal malpractice when:

- a. they failed to disclose that they had a non-waivable conflict of interest given their concurrent representation of Plaintiffs and Mage;
- b. they failed to include Mage's warranty obligations in the Bond;
- c. they failed to disclose that Mage could not honor its warranty obligations;
- d. they failed to advise Plaintiffs of their obligations and financial exposure under the Bond;
- e. they failed to advise Plaintiffs of Mage's financial distress; and
- f. they failed to advise Plaintiffs to conduct financial due diligence on Mage.

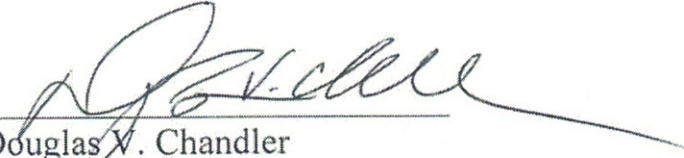
Based upon the foregoing facts, it is my opinion that the conduct of Defendants AGG, Gornall and Ziegler, as described above, was a breach of their duties owed to Plaintiffs to avoid conflicting interests and conflicting loyalties, exercise candor in all respects, and to use such skill, prudence and diligence as lawyers of ordinary skill and capacity commonly possess and exercise in the performance of the tasks which they undertake in the following aspects:

- i. they failed to disclose that they had a non-waivable conflict of interest given their concurrent representation of Plaintiffs and Mage;
- ii. they failed to include Mage's warranty obligations in the Bond;
- iii. they failed to disclose that Mage could not honor its warranty obligations;
- iv. they failed to advise Plaintiffs of their obligations and financial exposure under the Bond;
- v. they failed to advise Plaintiffs of Mage's financial distress; and
- vi. they failed to advise Plaintiffs that Defendants would not conduct any due diligence, advise Plaintiffs regarding any due diligence issues, and that Plaintiffs should conduct their own financial due diligence on Mage.

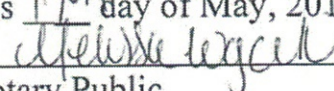
In my opinion, Defendants' acts, errors, and omissions constitute legal malpractice and breaches of Defendants' legal, ethical, and fiduciary duties owed to Plaintiffs, and that Defendants' legal, ethical, and fiduciary breaches caused

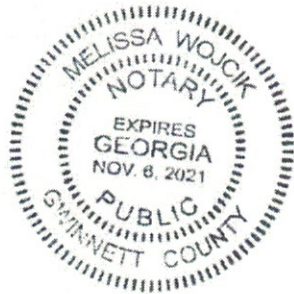
Plaintiffs severe damages.

FURTHER AFFIANT sayeth not.

  
\_\_\_\_\_  
Douglas W. Chandler

Sworn to and subscribed before me  
this 17<sup>th</sup> day of May, 2018.

  
\_\_\_\_\_  
Notary Public



IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA

**GREENAVATIONS POWER, LLC, and  
GREENAVATIONS POWER DUBLIN,  
LLC,**

Plaintiffs,

v.

**ARNALL GOLDEN GREGORY, LLP,  
JOHN L. GORNALL, JR., and  
WILHELM ZIEGLER,**

Defendants.

CIVIL ACTION NO. 2018CV306061

---

**CERTIFICATE OF SERVICE**

THIS IS TO CERTIFY that on this date the undersigned served a true and correct copy of the foregoing document upon opposing counsel electronically via the Court's electronic filing system addressed as follows:

Josh Belinfante  
Jeremy U. Littlefield  
Craig Kunkes  
ROBBINS ROSS ALLOY BELINFANTE LITTLEFIELD LLC  
500 14<sup>th</sup> Street, NW  
Atlanta, Georgia 30318

This 24th day of September, 2019.

**SCHWEBER GREEN LAW GROUP**

By: /s/ Shuli L. Green  
Scott A. Schweber  
Georgia Bar No. 631286  
Shuli L. Green  
Georgia Bar No. 297460