
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16 of
the Securities Exchange Act of 1934

For the month of June 2020

Commission File Number: 001-37602

Fuling Global Inc.
(Registrant's name)

88 Jintang South Ave., East New District
Wenling, Zhejiang Province
People's Republic of China 317509

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.:

Form 20-F

Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K on paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K on paper as permitted by Regulation S-T Rule 101(b)(7):

Explanatory Note:

On June 16, 2020, to consolidate its contractual control over Domo Industry Inc. (“Domo”) into equity control, with the approval of the Registrant’s board, the Registrant’s wholly-owned subsidiary Total Faith Holdings Limited (“Total Faith”) signed a share purchase agreement with Lee Yu to purchase his 51% shares of Domo. The consideration is \$40,000. On June 19, 2020, the share transfer was closed.

Domo is a U.S. company established in the State of New York in October 2007. Before the share transfer, Total Faith held 49% of Domo’s shares. Total Faith effectively controlled Domo and Domo was considered a Variable Interest Entity under Accounting Standards Codification 810-10-05-08A. Accordingly, the Registrant consolidated Domo’s operating results, assets and liabilities through Total Faith. After the acquisition of the 51% equity interest, the Registrant holds 100% equity interest of Domo through Total Faith.

A copy of the share purchase agreement is attached hereto as Exhibits 4.1, and is incorporated herein by reference. The foregoing summary of the terms of the agreement is subject to, and qualified in its entirety by, such document.

On June 19, 2020, the Registrant issued a press release announcing the share transfer. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Exhibits

| No. | Description |
|------------|--|
| 4.1 | Share Purchase Agreement between Total Faith Holdings Limited and Lee Yu dated June 16, 2020 |
| 99.1 | Press release dated June 19, 2020 |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

FULING GLOBAL INC.

Date: June 19, 2020

By: /s/ Xinfu Hu
Name: Xinfu Hu
Title: Chief Executive Officer

SHARE PURCHASE AGREEMENT

between

Lee Yu

and

Total Faith Holdings Limited

dated as of

June 16, 2020

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this “**Agreement**”), dated as of June 16, 2020, is entered into between Lee Yu, an individual (“**Seller**”), and Total Faith Holdings Limited, a BVI corporation (“**Buyer**”). Capitalized terms used in this Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Seller owns 102 issued and outstanding shares, no par value (the “**Shares**”), in Domo Industry Inc., a New York corporation (the “**Company**”);

WHEREAS, Buyer owns 98 issued and outstanding shares of the Company;

WHEREAS, Seller and Buyer signed a Shareholders Agreement dated October 12, 2015, by which and relevant arrangements Buyer has been owning the Company through VIE; and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Shares, subject to the terms and conditions set forth herein, so Buyer will wholly own the Company’s shares;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined in Section 2.01), Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Shares, free and clear of any mortgage, pledge, lien, charge, security interest, claim, community property interest, option, equitable interest, restriction of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other ownership attribute), or other encumbrance (each, an “**Encumbrance**”), for the consideration specified in Section 1.02.

Section 1.02 Purchase Price. The aggregate purchase price for the Shares shall be \$40,000 (the “**Purchase Price**”). Buyer shall pay the Purchase Price to Seller at the Closing in cash by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth in Section 1.02 of the Disclosure Schedules. The term “**Disclosure Schedules**” means the disclosure schedules, attached hereto and made a part hereof, delivered by Seller concurrently with the execution, closing, and delivery of this Agreement.

**ARTICLE II
CLOSING**

Section 2.01 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place on or before June 22, 2020 (the “**Closing**”). The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. New York time on the Closing Date.

Section 2.02 Seller Closing Deliverables. At least three (3) business days prior to Closing, Seller shall deliver to Buyer the following:

- (a) A lost certificate affidavit evidencing the Shares, free and clear of all Encumbrances, duly accompanied by
- (b) A stock power.
- (c) Resignation from directorship of the Company, effective as of the Closing Date.

Section 2.03 Buyer’s Deliveries. At the Closing, Buyer shall deliver the Purchase Price to Seller by wire transfer or other means of immediately available funds.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that the statements contained in this Article are true and correct as of the date hereof. For purposes of this Article, “Seller’s knowledge,” “knowledge of Seller,” and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Seller, after due inquiry.

Section 3.01 Authority of Seller. Seller has full power and authority to enter into this Agreement and agreements, instruments, and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the “**Transaction Documents**”) to which Seller is a party, to carry out his obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. This Agreement and each Transaction Document to which Seller is a party constitute legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

Section 3.02 Capitalization.

(a) The authorized shares of the Company consist of 200 common shares, no par value, of which 200 shares are issued and outstanding and constitute the Shares. All of the Shares have been duly authorized, are validly issued, fully paid and nonassessable, and are owned of record and beneficially by Seller, free and clear of all Encumbrances. Upon the transfer, assignment, and delivery of the Shares and payment therefor in accordance with the terms of this Agreement, Buyer shall own all of the Shares, free and clear of all Encumbrances.

(b) All of the Shares were issued in compliance with applicable Laws. None of the Shares were issued in violation of any agreement or commitment to which Seller or the Company is a party or is subject to or in violation of any preemptive or similar rights of any individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity (each, a “**Person**”).

Section 3.03 No Conflicts or Consents. The execution, delivery, and performance by Seller of this Agreement and the other Transaction Documents to which he is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of any statute, law, ordinance, regulation, rule, code, treaty, or other requirement of any Governmental Authority (collectively, “**Law**”) or any order, writ, judgment, injunction, decree, determination, penalty, or award entered by or with any Governmental Authority (“**Governmental Order**”) applicable to Seller or the Company; (b) require the consent, notice, or filing with or other action by any Person or require any Permit, license, or Governmental Order; (c) violate or conflict with, result in the acceleration of, or create in any party the right to accelerate, terminate, or modify any contract, lease, deed, mortgage, license, instrument, note, indenture, joint venture, or any other agreement, commitment, or legally binding arrangement, whether written or oral (collectively, “**Contracts**”), to which Seller or the Company is a party or by which Seller or the Company is bound or to which any of their respective properties and assets are subject; or (d) result in the creation or imposition of any Encumbrance on any properties or assets of the Company.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article are true and correct as of the date hereof. For purposes of this Article, “Buyer’s knowledge,” “knowledge of Buyer,” and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Buyer, after due inquiry.

Section 4.01 Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing, and in good standing under the Laws of BVI. Buyer has full corporate power and authority to enter into this Agreement and other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and each Transaction Document constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of incorporation, by-laws, or other governing documents of Buyer; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any Person or require any Permit, license, or Governmental Order.

**ARTICLE V
COVENANTS**

Section 5.01 Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates and its and their respective directors, officers, employees, consultants, counsel, accountants, and other agents (collectively, "**Representatives**") to, hold in confidence any and all information, in any form, concerning the Company, except to the extent that Seller can show that such information: (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates, or their respective Representatives; or (b) is lawfully acquired by Seller, any of its Affiliates, or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by any obligation. If Seller or any of its Affiliates or their respective Representatives are compelled to disclose any information by Governmental Order or Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which is legally required to be disclosed; *provided, however*, Seller shall use reasonable best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 5.02 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents and instruments and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

**ARTICLE VI
MISCELLANEOUS**

Section 6.01 Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, if sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 6.01):

If to Seller: Lee Yu
2601 S. Lemay Ave, Suite 7-417
Fort Collins, CO 80525
Email: lee@domoindustry.com

If to Buyer: c/o Fuling Plastic USA, Inc.
6690 Grant Way, Allentown, PA 18106
Email: shu@fulingusa.com
Attention: Sean Hu

with a copy (which shall not constitute notice) to: Kaufman & Canoles, P.C.
Two James Center
1021 East Cary Street, Suite 1400
Richmond, VA 23219-4058
Facsimile: (888) 360.9092
Email: awbasch@kaufcan.com
Attention: Anthony Basch, Esq.

Section 6.02 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 6.03 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 6.04 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, including the Shareholders Agreement dated October 12, 2015, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 6.05 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 6.06 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 6.07 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Virginia. Any legal suit, action, proceeding, or dispute arising out of or related to this Agreement, the other Transaction Documents, or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

Section 6.08 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Lee Yu

Total Faith Holdings Limited

By

Guilan Jiang

President



**Fuling Global Subsidiary Acquires
Remaining Outstanding Shares of Domo**

WENLING, Zhejiang Province, China and ALLENTOWN, Pennsylvania, June 19, 2020-- Fuling Global Inc. (NASDAQ: FORK) (“Fuling Global” or the “Company”), a manufacturer and distributor of mainly environmentally-friendly plastic and paper foodservice disposable products, today announced that its wholly owned subsidiary, Total Faith Holdings Limited (“Total Faith”), has completed the acquisition of the remaining outstanding 51% of Domo Industry Inc. (“Domo”) shares, through a share purchase agreement. Total Faith now owns Domo in its entirety.

Domo was established in the State of New York in 2007 and produces and distributes plastic and paper serviceware. Prior to the share purchase agreement, Total Faith held 49% of Domo’s shares, but maintained effective contract control over its operating results, assets and liabilities.

About Fuling Global Inc.

Fuling Global manufactures and distributes mainly environmentally-friendly disposable serviceware for the foodservice industry from six precision manufacturing facilities in the U.S., Mexico, Indonesia and China. The Company’s plastic and paper serviceware products include disposable cutlery, drinking straws, cups, plates and other plastic and paper products and are used by more than one hundred customers, including some of the world’s most notable quick-service restaurants and retailers, primarily in the U.S., China, Canada and European countries. More information about the Company can be found at: <http://ir.fulingglobal.com/>.

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Company Contact:

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