

Fill in this information to identify the case:Debtor Wellmade Industries MFR. N.A LLCUnited States Bankruptcy Court for the: Northern District of Georgia
(State)Case number 25-58760**Modified Official Form 410
Proof of Claim****04/25**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

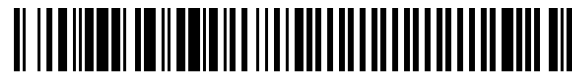
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Imerys Carbonates USA, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Imerys Carbonates USA, Inc.</u> <u>Attn: Eric Gardner</u> <u>100 Mansell Court East</u> <u>Roswell, GA 30076, USA</u> Contact phone <u>770-645-3300</u> Contact email <u>eric.gardner@imerys.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Imerys Carbonates USA, Inc.</u> <u>Attn: Oscar Torres</u> <u>100 Mansell Court East</u> <u>Roswell, GA 30076, USA</u> Contact phone <u>805-717-9145</u> Contact email <u>oscar.torres@imerys.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>0627</u> <u> </u> <u> </u>
7. How much is the claim? \$ <u>80,518.41</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Goods sold. See attached addendum.</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</div><div><input type="checkbox"/> Motor vehicle</div><div><input type="checkbox"/> Other. Describe: _____</div></div> <div>Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div>Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)</div> <div>Amount necessary to cure any default as of the date of the petition: \$ _____</div> <div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes. Identify the property: <u>See attached addendum.</u></div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ No

☒ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☒ Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.

\$ 64,542.68

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☒ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 64,542.68

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/20/2025
MM / DD / YYYY

/s/Oscar Torres
Signature

Print the name of the person who is completing and signing this claim:

Name Oscar Torres
First name Middle name Last name

Title Director of Financial Planning and Analysis

Company Imerys Carbonates USA, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 100 Mansell Court East, Roswell, GA, 30076, USA

Contact phone 805-717-9145 Email oscar.torres@imerys.com



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 812-2297 | International (781) 575-4050

Debtor: 25-58760 - Wellmade Industries MFR. N.A LLC District: Northern District of Georgia, Atlanta Division		
Creditor: Imerys Carbonates USA, Inc. Attn: Eric Gardner 100 Mansell Court East Roswell, GA, 30076 USA Phone: 770-645-3300 Phone 2: Fax: Email: eric.gardner@imerys.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Imerys Carbonates USA, Inc. Attn: Oscar Torres 100 Mansell Court East Roswell, GA, 30076 USA Phone: 805-717-9145 Phone 2: Fax: E-mail: oscar.torres@imerys.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Goods sold. See attached addendum.	Last 4 Digits: Yes - 0627	Uniform Claim Identifier:
Total Amount of Claim: 80,518.41	Includes Interest or Charges: Yes	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(2): 64,542.68	
Has Secured Claim: No Amount of 503(b)(9): Yes: 64,542.68 Based on Lease: No Subject to Right of Setoff: Yes, See attached addendum.	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	

Submitted By:

Oscar Torres on 20-Nov-2025 7:52:25 a.m. Pacific Time

Title:

Director of Financial Planning and Analysis

Company:

Imerys Carbonates USA, Inc.

Optional Signature Address:

100 Mansell Court East

Roswell, GA, 30076

USA

Telephone Number:

805-717-9145

Email:

oscar.torres@imerys.com

**ADDENDUM TO PROOF OF CLAIM FILED BY
IMERYS CARBONATES USA, INC.**

1. On August 4, 2025 (the “Petition Date”) Wellmade Industries MFR. N.A LLC and Wellmade Floor Coverings International, Inc. (the “Debtors”) each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), thereby commencing the chapter 11 cases in the United States Bankruptcy Court for the Northern District of Georgia (the “Court” or “Bankruptcy Court”) jointly administered under Case No. 25-58764-SMS (the “Chapter 11 Cases”). As of Petition Date, the Debtors¹ owed to Imerys Carbonates USA, Inc. (“Claimant”) \$67,434.21 on account of goods sold and delivered to the Debtors before the Petition Date. In addition, the Debtors owe Claimant at least an additional \$13,084.20 on account of attorneys’ fees that Claimant has incurred in connection with the Claim in these Chapter 11 Cases, from the Petition Date through October 31, 2025.² As a result, the total amount of the Claim is at least \$80,518.41.

2. Further, Claimant is seeking attorneys’ fees incurred in connection with the Claim in these Chapter 11 Cases for services arising on and after November 1, 2025, plus interest accruing after the due date of Claimant’s invoices, at the rate set forth in Claimant’s Standard Terms and Conditions referenced in footnote 2 below, and reserves the right to amend the Claim to include such amounts.

¹ Claimant’s records show that Claimant did business with Wellmade Floor Coverings International, Inc. However, the Debtors scheduled Claimant as a creditor of Wellmade Industries MFR. N.A LLC. Therefore, Claimant is filing the Claim in each of the Chapter 11 Cases.

² The terms set forth in the Order Acknowledgement that Claimant provided to the Debtors, including Imerys’ Standard Terms and Conditions, dated March 24, 2025, state, *inter alia*, the following: “In the event a bankruptcy proceeding is filed by or against Buyer, or if Buyer fails to make one or more payments timely, and Seller engages the services of any attorney and/or collection agencies to collect any payment(s), then Buyer will pay all fees and costs incurred by the Seller, including, without limitation, reasonable attorneys’ fees, costs and disbursements relating to the assumption, assignment, or rejection of this Agreement, relief from the automatic stay and/or adequate protection with respect to this Agreement, and/or any Chapter 11 plan in such proceeding and/or filing a proof of claim.”

3. A portion of the Claim, in the amount of \$64,542.68, is an administrative expense pursuant to 11 U.S.C. § 503(b)(9) that is entitled to priority pursuant to 11 U.S.C. § 507(a)(2) because such portion is on account of goods (the “Goods”) that were sold to the Debtors in the ordinary course of the Debtors’ business and were received by the Debtors within the twenty days immediately before the Petition Date. The invoices that support Claimant’s administrative expense claim are highlighted in yellow in the Statement of Account (the “Statement”) attached hereto as **Exhibit A**.

4. To the extent the Debtors dispute Claimant’s administrative priority claim under 11 U.S.C. § 503(b)(9) as a result of the Debtors’ receipt of all or any portion of the Goods on or after the Petition Date, Claimant asserts that the corresponding portion of the Claim is (a) an administrative expense pursuant to 11 U.S.C. § 503(b)(1)(A) and (b) entitled to priority and payment pursuant to 11 U.S.C. § 507(a)(2). Claimant sold the Goods to the Debtors in the ordinary course of the Debtors’ business and, to the extent the Debtors received all or any portion of the Goods on or after the Petition Date, the Debtors benefited from its post-petition receipt of the Goods but has not paid for them.³

5. As indicated on the Proof of Claim Form to which this Addendum is attached, the Claim is also subject to Claimant’s right of recoupment and/or setoff based on amounts payable by Claimant to the Debtors in the aggregate amount of \$13,525.08, arising from the Debtors’ overpayment(s) to Claimant before the Petition Date on account of certain invoices that were owing to Claimant, as also set forth in **Exhibit A**. Claimant’s recoupment and/or setoff rights with

³ Though Claimant asserts that \$64,542.68 of the Claim is entitled to administrative expense priority pursuant to 11 U.S.C. §§ 503(b) and 507(a)(2), to the extent any portion of the Claim is deemed to be a prepetition claim that is not entitled to the asserted administrative expense priority, Claimant hereby alternatively asserts such portion of the Claim as a general unsecured claim without the need to file additional proofs of claim or amend the Claim.

respect to the aforementioned overpayment should be applied first to reduce Claimant's general unsecured claim, and then to reduce Claimant's administrative expense priority claim.

6. This Claim is filed to protect the rights of Claimant and is not intended as, and shall not be construed as, (a) a submission by Claimant to the jurisdiction of the Bankruptcy Court or any other court, or a waiver of any substantive or procedural rights of Claimant to challenge the constitutional authority of the Bankruptcy Court or any other court to enter a final order or judgment on any matter; (b) a waiver or release of any rights of Claimant to have the reference withdrawn in the Chapter 11 Cases or with respect to any proceeding, controversy, matter or other issue, or to demand and obtain a trial by jury therein; (c) a waiver or release of the right of Claimant to have final orders in non-core matters entered only after de novo review by a district judge; (d) a waiver or release of any rights of Claimant against any other person or other entity liable for any or all of the claims described herein; (e) a waiver of any right of subordination in favor of Claimant of indebtedness or liens held by any other creditors; (f) an election of any remedy waiving or otherwise affecting any other remedy of Claimant; (g) a waiver or release of any rights in connection with any executory contracts or unexpired leases to which the Debtors and Claimant may be or have been parties, including Claimant's rights to object to the assumption and assignment thereof (e.g., to object to any proposed cure amounts or adequate assurance of future performance) or to assert additional claims for damages arising from the rejection thereof; (h) a waiver or release of any additional claims or other rights that Claimant may have in or against the Debtors, its estate or the property thereof, including the right to assert the Claim or any other claims in any other proceeding, forum or venue; or (i) a waiver or release of any other rights, claims, actions, arguments, counterarguments, defenses, setoffs, or recoupments to which Claimant is or may be entitled under any agreements, at law, in equity, or otherwise. All of the rights, claims,

actions, arguments, counterarguments, defenses, setoffs, and recoupments described herein are hereby reserved.

7. Claimant reserves the right to amend and supplement this Claim from time to time, and to file additional proofs of claim for any additional claims (including, without limitation, administrative expense priority claims that may arise post-petition). Additional documents supporting this Claim may be made available upon the Debtors' or the Court's request, subject to Claimant's right to assert that such documents are confidential or otherwise privileged.

EXHIBIT A

Customer Name	Account No.	Invoice No.	Invoice Date	Amount
Wellmade - Cartersville	10050627	1000427819	8/5/2025	\$1,298.26
Wellmade - Cartersville	10050627	1000427818	8/4/2025	\$1,645.74
Wellmade - Cartersville	10050627	1000427817	8/4/2025	\$1,652.56
Wellmade - Cartersville	10050627	1000427816	8/4/2025	\$1,662.47
Wellmade - Cartersville	10050627	1000427815	8/4/2025	\$1,515.67
Wellmade - Cartersville	10050627	1000427814	8/3/2025	\$1,567.08
Wellmade - Cartersville	10050627	1000427813	8/2/2025	\$1,606.11
Wellmade - Cartersville	10050627	1000427812	8/2/2025	\$1,570.80
Wellmade - Cartersville	10050627	1000427811	8/2/2025	\$1,616.02
Wellmade - Cartersville	10050627	1000427810	8/2/2025	\$1,537.97
Wellmade - Cartersville	10050627	1000427809	8/1/2025	\$1,676.71
Wellmade - Cartersville	10050627	1000427808	8/1/2025	\$1,623.44
Wellmade - Cartersville	10050627	1000427807	8/1/2025	\$1,609.82
Wellmade - Cartersville	10050627	1000425407	7/31/2025	\$1,354.63
Wellmade - Cartersville	10050627	1000424615	7/31/2025	\$1,496.47
Wellmade - Cartersville	10050627	1000424611	7/31/2025	\$1,599.29
Wellmade - Cartersville	10050627	1000424099	7/30/2025	\$1,348.44
Wellmade - Cartersville	10050627	1000424098	7/30/2025	\$1,544.79
Wellmade - Cartersville	10050627	1000424097	7/30/2025	\$1,484.70
Wellmade - Cartersville	10050627	1000424096	7/30/2025	\$1,534.88
Wellmade - Cartersville	10050627	1000424095	7/29/2025	\$1,562.12
Wellmade - Cartersville	10050627	1000424094	7/29/2025	\$1,125.45
Wellmade - Cartersville	10050627	1000422354	7/29/2025	\$1,531.15
Wellmade - Cartersville	10050627	1000421999	7/28/2025	\$1,629.64
Wellmade - Cartersville	10050627	1000421998	7/28/2025	\$1,450.01
Wellmade - Cartersville	10050627	1000421997	7/28/2025	\$1,482.23
Wellmade - Cartersville	10050627	1000421996	7/28/2025	\$1,671.76
Wellmade - Cartersville	10050627	1000421995	7/28/2025	\$1,529.30
Wellmade - Cartersville	10050627	1000421175	7/26/2025	\$1,590.00
Wellmade - Cartersville	10050627	1000421174	7/26/2025	\$1,580.09
Wellmade - Cartersville	10050627	1000421173	7/26/2025	\$1,598.05
Wellmade - Cartersville	10050627	1000421087	7/25/2025	\$1,546.02
Wellmade - Cartersville	10050627	1000421086	7/25/2025	\$1,340.38
Wellmade - Cartersville	10050627	1000421084	7/25/2025	\$1,550.98
Wellmade - Cartersville	10050627	1000419999	7/25/2025	\$1,292.07
Wellmade - Cartersville	10050627	1000419998	7/24/2025	\$1,700.87
Wellmade - Cartersville	10050627	1000418952	7/24/2025	\$1,593.09
Wellmade - Cartersville	10050627	1000418951	7/23/2025	\$1,559.03
Wellmade - Cartersville	10050627	1000418174	7/23/2025	\$1,615.39
Wellmade - Cartersville	10050627	1000418076	7/23/2025	\$1,659.99
Wellmade - Cartersville	10050627	1000418075	7/22/2025	\$1,530.53
Wellmade - Cartersville	10050627	1000417634	7/22/2025	\$1,458.68
Total Subject to Priority under 503(b)(9):				\$64,542.68

Customer Name	Account No.	Invoice No.	Invoice Date	Amount
Wellmade - Cartersville	10050627	2000041334	6/20/2025	\$214.94
Wellmade - Cartersville	10050627	1600001125	5/29/2025	\$1,323.79
Wellmade - Cartersville	10050627	1600001124	5/22/2025	\$375.99
Wellmade - Cartersville	10050627	2000036510	5/15/2025	\$459.61
Wellmade - Cartersville	10050627	1600001306	5/12/2025	\$517.20
Total Non-Priority Amount based on underpaid invoices :				\$2,891.53

Grand Total of Pre-Petition Claim: \$67,434.21

Customer Name	Account No.	Invoice No.	Invoice Date	Amount
Wellmade - Cartersville	10050627	1400004268	7/10/2025	-\$4,484.45
Wellmade - Cartersville	10050627	1600001316	7/1/2025	-\$1,069.05
Wellmade - Cartersville	10050627	1400003938	6/26/2025	-\$2,958.24
Wellmade - Cartersville	10050627	1600001187	6/12/2025	-\$1,309.98
Wellmade - Cartersville	10050627	1600000898	4/25/2025	-\$627.48
Wellmade - Cartersville	10050627	1600000778	4/16/2025	-\$3,075.88
Total Subject to Recoupment and/or Setoff :				-\$13,525.08

Lowenstein Sandler Attorney F	Account No.	Invoice No.	Invoice Date	Amount
Imerys/Wellmade	16144/37	1243599	9/30/2025	\$5,728.80
Imerys/Wellmade	16144/37	1247671	10/27/2025	\$5,183.20
Imerys/Wellmade	16144/37	WIP through October 31, 2025		\$2,172.20
Total Attorneys Fees' through October 31, 2025				\$13,084.20