

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:)	
)	
)	Chapter 11
WELLMACED FLOOR COVERINGS)	
INTERNATIONAL, INC., <i>et al.</i> , ¹)	Case No. 25-58764 (SMS)
)	
Debtors.)	(Joint Administration Requested)
)	

**EMERGENCY MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL
ORDERS (I) AUTHORIZING DEBTORS TO PAY CERTAIN PREPETITION CLAIMS
OF (A) 503(B)(9) CLAIMANTS, (B) CRITICAL VENDORS
AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), submit this motion (the “Motion”) for entry of an interim order, substantially in the form attached hereto as **Exhibit A** (the “Interim Order”), and a final order, substantially in the form attached hereto as **Exhibit B** (the “Final Order”, and together with the Interim Order, the “Proposed Orders”), pursuant to sections 105, 363, 503, 1107, and 1108 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) and Rules 6003 and 6004(h) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for entry of an order: (a) authorizing, but not directing, the Debtors to pay, in the ordinary course of business, certain prepetition amounts owing on account of (i) 503(b)(9) Claims and (ii) Critical Vendor Claims (each as defined herein, and collectively, the “Trade Claims,” and the holders of the Trade Claims, the “Trade Claimants”); (b) confirming the administrative expense priority status of Outstanding Orders (as defined herein) and authorizing, but not directing, the payment of such obligations in the ordinary course of

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.



business; and (c) granting related relief. In support of the relief requested in this Motion, the Debtors rely upon and incorporate by reference the *Declaration of David Baker in Support of Chapter 11 Petitions and First Day Pleadings* (“First Day Declaration”) filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Northern District of Georgia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief requested herein are sections 105(a), 363, 1107, and 1108 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004(h), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

A. The Chapter 11 Cases

3. On August 4, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with this Court.

4. The Debtors continue to operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No official committee has been appointed in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), and no request has been made for the appointment of a trustee or an examiner.

6. Additional information regarding the Debtors' businesses, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

B. The Debtors' Business Obligations and the Trade Claims

7. As set forth more fully in the First Day Declaration, the Debtors manufacture and distribute vinyl, wood, and bamboo flooring products out of their manufacturing facility in Cartersville, Georgia. To maintain the Debtors' facilities and operate in the ordinary course, the Debtors require uninterrupted access to critical goods and services provided by a network of vendors, suppliers, and other strategic partners. Many of these strategic partners provide highly specialized products and services that can be difficult, if not impossible, to supplement or replace. Even where alternatives may exist, the time and costs associated with switching to new providers would be significant and detrimental to the Debtors' estates and their stakeholders. Accordingly, the Debtors' ability to continue generating revenue and operating their businesses, and thus the success of these chapter 11 cases, fundamentally depends on the Debtors' seamless collaboration with their critical trading partners.

8. The Debtors therefore request authorization to pay certain outstanding prepetition claims of the Trade Claimants,² subject to the limitations set forth in the Interim Order and the Final Order. The following table summarizes the categories of Trade Claims that the Debtors request authority to pay pursuant to this Motion and the estimated prepetition amounts outstanding within each such category:

² For the avoidance of doubt, the Debtors do not seek authority to pay prepetition claims to any non-Debtor affiliates, any insiders (as such term is defined in section 101(31) of the Bankruptcy Code), or any affiliate of any insiders.

Category	Description of Services Provided	Estimated Amount Due or Due to be Paid Within 30 Days (Interim Order)	Estimated Amount Outstanding as of Petition Date (Final Order)
503(b)(9) Claimants ³	Suppliers of goods received by the Debtors within twenty days before the Petition Date.	\$656,885.21	\$656,885.21
Critical Vendors	Specialized suppliers of goods and services that are critical to maintaining the Debtors' day-to-day operations or that are sole- or limited-source providers of goods and services necessary for the uninterrupted operation of the Debtors' business.	\$377,292.50	\$337,292.50
Total amount of Trade Claims:		\$1,034,177.71	\$1,034,177.71

9. The Debtors will use their business judgment and discretion on a claim-by-claim basis and pay only those Trade Claims, or a portion thereof, that are critical to maintaining the Debtors' supply chain and continued operations and to provide the Debtors with favorable postpetition terms.

a. 503(b)(9) Claimants

10. The Debtors may have received certain goods, such as raw materials, equipment and mechanical parts, and other supplies, from certain vendors within the twenty days immediately preceding the Petition Date, thereby giving rise to claims that are accorded administrative priority under section 503(b)(9) of the Bankruptcy Code (the "503(b)(9) Claims," and the holders thereof, the "503(b)(9) Claimants"). Most of the Debtors' relationships with the 503(b)(9) Claimants are not governed by long-term contracts. Instead, most of the goods subject to 503(b)(9) Claims are delivered on an order-by-order basis. As a result, a 503(b)(9) Claimant may, and some have already indicated they would, refuse to supply new orders or otherwise interfere with the Debtors' receipt of goods and materials if their 503(b)(9) Claims remain unpaid.

11. Any disruption to the delivery of goods provided by the 503(b)(9) Claimants would harm the Debtors' ordinary course business operations, which depend on the steady flow of goods

³ The estimated amounts outstanding under this category of claims as of the Petition Date exclude those amounts that qualify as claims of Critical Vendors.

and materials. For example, certain 503(b)(9) Claimants provide the Debtors with raw materials, such as wear layer, PVC, calcium carbonate, glue, and primer, key inputs in the production of the Debtors' unique, patented flooring. Because many of the 503(b)(9) Claimants are highly specialized, the Debtors have few, if any, alternative suppliers should the existing 503(b)(9) Claimants stop making deliveries to the Debtors. Thus, any interruption in the flow of these goods would upend the Debtors' operations and destroy value for the Debtors' businesses.

12. In light of the immense importance of the 503(b)(9) Claimants to the Debtors' operations, the Debtors believe that payment of the 503(b)(9) Claimants is essential to avoid disruption to the Debtors' operations. Moreover, because the 503(b)(9) Claims are accorded administrative expense priority, such claims will need to be paid pursuant to a chapter 11 plan, and payment in the ordinary course is only a matter of payment timing in order to maintain crucial vendor relationships. As of the Petition Date, the Debtors owe approximately \$656,885.21 on account of the 503(b)(9) Claims, of which approximately \$656,885.21 is due or will become due within the first thirty days of these chapter 11 cases.⁴ For the foregoing reasons, the Debtors seek entry of interim and final orders authorizing the Debtors, in their sole discretion and business judgement, to pay undisputed 503(b)(9) Claims.

b. Critical Vendors.

13. In the ordinary course of business, the Debtors engage providers for certain critical functions and supplies, including raw materials and chemical compounds, and provision of other goods and services that the Debtors depend on to operate their business. The Debtors often obtain services, equipment, and raw materials from these highly specialized vendors, providers, and other businesses (collectively, the "Critical Vendors," and the claims thereof, the "Critical Vendor Claims") on an order-by-order basis and without long-term contracts—replacement of which would likely be impossible or result in substantially higher costs for the Debtors.

⁴ For the avoidance of doubt, such amounts exclude 503(b)(9) Claims that are classified as Critical Vendor Claims or Foreign Claims for purposes of this Motion.

14. The Critical Vendors provide products and chemicals, such as PVC Powder, Paint, Printing, Pallets, Calcium Carbonate, and Adhesive, used in the production of the Debtors' patented flooring products.

15. Replacing the Critical Vendors would be extremely costly and, in many cases, impossible. Certain Critical Vendors are the sole-source providers of certain raw materials that are essential to the manufacturing of the Debtors' flooring. Even a brief interruption in this supply could disrupt the Debtors' operations; irreparably harm the Debtors' businesses, goodwill, employees, and customer base; and reduce the Debtors' dominant market share in this market.

16. The Debtors believe some of their Critical Vendors may be unfamiliar with the chapter 11 process and may be unwilling, absent payment of their prepetition claims, to do business on existing terms—assuming such parties will continue to transact with the Debtors at all. Indeed, prior to the Petition Date, certain of the Debtors' vendors threatened to or cancelled existing favorable trade terms due to liquidity challenges at the Company. Other vendors that previously allowed payment on set timelines after delivery of goods or completion of services began requiring the Debtors to prepay or to post other forms of collateral. Any further deterioration in trade terms, whether on account of demands for cash in advance, prepay, cash on delivery, or otherwise, will negatively impact the Debtors' liquidity and jeopardize their ability to operate in the ordinary course of business.

17. The Debtors estimate that, as of the Petition Date, they owe Critical Vendors approximately \$377,292.50, approximately \$377,292.50 of which will become due within the first thirty days of these chapter 11 cases. To maintain stability during the critical early stage of these chapter 11 cases and to avoid jeopardizing the Debtors' operations going forward, the Debtors request authority, but not direction, to pay prepetition Critical Vendor Claims as they become due and to continue paying Critical Vendor Claims in the ordinary course of business on a postpetition basis. For the avoidance of doubt, the Debtors intend to pay the Critical Vendor Claims only where they believe, in their business judgment, that the benefit to their estates from making such payments will exceed the costs.

18. In the weeks leading up to the Petition Date, the Debtors, with the assistance of their advisors, spent significant time reviewing and analyzing their books and records; consulting operations management and purchasing personnel; reviewing contracts, supply agreements, and purchase orders; and analyzing applicable laws, regulations, and historical practice to identify the Critical Vendors that supply the products and services indispensable to the Debtors' go-forward operations. Specifically, in identifying the Critical Vendors, the Debtors examined each of their vendor relationships with the following criteria in mind:

- whether an agreement exists by which the Debtors could compel a vendor to continue performing on prepetition terms;
- whether certain specifications or contract requirements directly or indirectly prevent the Debtors from obtaining goods or services from alternative sources;
- whether a vendor is a sole-source, limited-source, or high-volume supplier for goods or services critical to the Debtors' business operations;
- whether alternative vendors are available that can provide requisite volumes of similar goods or services on equal (or better) terms on short notice without causing significant disruption to the Debtors' business operations and customer service and, if so, whether the Debtors would be able to continue operating while transitioning business thereto;
- the degree to which replacement costs (including pricing, transition expenses, professional fees, and lost sales or future revenue) exceed the amount of a vendor's prepetition claim;
- whether the Debtors' inability to pay all or part of the vendor's prepetition claim could trigger financial distress for the applicable vendor;
- the likelihood that a temporary break in the vendor's relationship with the Debtors could be remedied through use of the tools available in these chapter 11 cases;
- whether failure to pay all or part of a particular vendor's claim could cause the vendor to hold goods owned by the Debtors, or to refuse to ship inventory or to provide critical services on a postpetition basis;
- whether failure to pay a particular vendor could result in contraction of trade terms as a matter of applicable non-bankruptcy law or regulation; and
- whether the health of the vendor relationship would allow the Debtors to satisfy the vendor's prepetition claim elsewhere in the chapter 11 process.

19. Each Critical Vendor is selected by balancing the need to ensure that these chapter 11 cases do not disrupt the Debtors' operations with the need to limit the expenditure of estate resources. Attempting to procure products or services from providers other than the Critical Vendors would impose a severe strain on the Debtors' operations—particularly at this crucial juncture as the Debtors enter chapter 11—and would likely result in a significant revenue loss. Even a temporary interruption of the provision of those products and services would impede the Debtors' operations, and the cumulative effects could have a severe adverse effect on the Debtors' businesses, and in turn, these chapter 11 cases. That harm greatly outweighs the cost of the timely satisfaction of the Critical Vendor Claims. In the Debtors' business judgment, paying each Critical Vendor Claim will benefit the Debtors' estates both operationally and, ultimately, financially, by preserving liquidity and enabling the Debtors to operate without interruption during the chapter 11 cases.

c. Payment of Outstanding Orders.

20. Before the Petition Date and in the ordinary course of business, the Debtors may have ordered goods that will not be delivered until after the Petition Date (collectively, the "Outstanding Orders"). To avoid the risk of becoming general unsecured creditors of the Debtors' estates with respect to such goods, certain suppliers may refuse to ship or transport such goods or may recall such shipments with respect to such Outstanding Orders unless the Debtors issue substitute purchase orders postpetition. To prevent any disruption to the Debtors' business operations, and given that goods delivered after the Petition Date are afforded administrative expense priority under section 503(b) of the Bankruptcy Code, the Debtors seek entry of an order (a) confirming administrative expense priority under section 503(b) of the Bankruptcy Code for all undisputed obligations of the Debtors arising from the acceptance of goods subject to Outstanding Orders and (b) authorizing the Debtors to satisfy such obligations in the ordinary course of business.

BASIS FOR RELIEF

1. The Court Should Authorize Payment of the Trade Claims.

21. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) ("Cases cited by [the] Debtors that refer to necessity of payment to preserve going concern value imply such a rule, and this Court is prepared to apply the Doctrine of Necessity to authorize payment of prepetition claims in appropriate cases."); *see also Czyewksi v. Jevic Holding Corp.*, 127 S. Ct. 973, 985 (2017) (noting that courts "have approved . . . critical vendor orders that allow payment of essential suppliers' prepetition invoices") (cleaned up); *In re Scotia Dev., LLC*, No. 07-20027, 2007 WL 2788840, at *2 (Bankr. S.D. Tex. Sep. 21, 2007) (outlining the factors for when a critical vendor payment is necessary); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."). In so doing, these courts acknowledge that several legal theories rooted in section 105(a), 363(b), and 1107(a) of the Bankruptcy Code support the payment of prepetition claims as provided herein.

22. Section 363(b) of the Bankruptcy Code permits a debtor, subject to court approval, to pay prepetition obligations where a sound business purpose exists for doing so. *See Ionosphere Clubs*, 98 B.R. at 175 (noting that section 363(b) provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification). Under section 1107(a) of the Bankruptcy Code, a debtor in possession is given the same rights and powers as a trustee appointed in a bankruptcy case, including the "implied duty of the debtor-in-possession to 'protect and preserve the estate, including an operating business' going-concern value." *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *CoServ*, 273 B.R. at 497). Under section 105(a) of the Bankruptcy Code, "[t]he court may issue any order, process, or

judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a); *see also CoServ*, 273 B.R. at 497 (“[Certain claims] may require satisfaction for the debtor in possession to perform its fiduciary obligations. . . . [I]t is only logical that the bankruptcy court be able to use Section 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate.”).

23. The “doctrine of necessity” or the “necessity of payment” rule has been recognized by bankruptcy courts across the country as critical to the rehabilitation of a debtor in reorganization cases. *See Ionosphere*, 98 B.R. at 175–76. Today, the rationale for the necessity of payment rule—the rehabilitation of a debtor in reorganization cases—is “the paramount policy and goal of Chapter 11.” *Id.*; *see also In re Just For Feet*, 242 B.R. 821, 824–25 (D. Del. 1999) (finding that payment of prepetition claims to certain trade vendors was “essential to the survival of the debtor during the chapter 11 reorganization”); *In re Quality Interiors, Inc.*, 127 B.R. 391, 396 (Bankr. N.D. Ohio 1991) (“[P]ayment by a debtor-in-possession of pre-petition claims outside of a confirmed plan of reorganization is generally prohibited by the Bankruptcy Code,” but “[a] general practice has developed . . . where bankruptcy courts permit the payment of certain pre-petition claims, pursuant to 11 U.S.C. § 105, where the debtor will be unable to reorganize without such payment.”); *In re Eagle-Picher Indus., Inc.*, 124 B.R. 1021, 1023 (Bankr. S.D. Ohio 1991) (approving payment of prepetition unsecured claims of tool makers as “necessary to avert a serious threat to the Chapter 11 process”); *Burchinal v. Cent. Wash. Bank (In re Adams Apple, Inc.)*, 829 F.2d 1484, 1490 (9th Cir. 1987) (recognizing that allowance of “unequal treatment of pre-petition debts when necessary for rehabilitation” is appropriate); *Mich. Bureau of Workers’ Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R. 279, 287 (S.D.N.Y. 1987) (authorizing payment of prepetition worker’s compensation claims on grounds that the fundamental purpose of reorganization and equity powers of bankruptcy courts “is to create a flexible mechanism that will permit the greatest likelihood of survival of the debtor and payment of creditors in full or at least proportionately”); 2 COLLIER ON BANKRUPTCY, ¶ 105.02[4][a] (16th ed. rev. 2015)

(discussing cases in which courts have relied on the “doctrine of necessity” or the “necessity of payment” rule to pay prepetition claims immediately).

24. Additionally, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, debtors in possession are fiduciaries “holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners.” *CoServ*, 273 B.R. at 497. Implicit in the fiduciary duties of any debtor in possession is the obligation to “protect and preserve the estate, including an operating business’s going-concern value.” *Id.* Some courts have noted that there are instances in which a debtor can fulfill this fiduciary duty “only . . . by the pre-plan satisfaction of a prepetition claim.” *Id.* The court in *CoServ* specifically noted the pre-plan satisfaction of prepetition claims would be a valid exercise of the debtor’s fiduciary duty when the payment “is the only means to effect a substantial enhancement of the estate” *Id.*

25. Allowing the Debtors to pay the Trade Claims is especially appropriate where, as here, doing so is consistent with the “two recognized policies” of chapter 11 of the Bankruptcy Code: (a) preserving the going-concern value of the Debtors’ businesses and (b) maximizing the value of property available to satisfy creditors. *See Bank of Am. Nat’l Trust & Savs. Ass’n v. 203 N. LaSalle St. P’ship*, 526 U.S. 434, 453 (1999) (describing a reconciliation of “the two recognized policies under [c]hapter 11 . . . preserving going concerns and maximizing property available to satisfy creditors”). In recognizing that payment of prepetition claims of certain essential suppliers and vendors is both critical to a debtor’s ability to preserve going-concern value and maximize creditor recovery, courts regularly grant relief consistent with the relief requested in this Motion. *See CoServ*, 273 B.R. at 497 (noting that “it is only logical that the bankruptcy court be able to use [s]ection 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate”).

26. Bankruptcy courts in this district and across the country frequently authorize the debtor to pay the claims of prepetition critical vendors and otherwise grant relief similar to that requested herein. *See, e.g., In re LaVie Care Centers, LLC, et al.*, Case No. 24-55507 (Bankr.

N.D. Ga. June 27, 2024) [Docket No. 178]; *In re Peach State Rests., LLC*, Case No. 13-63081 (JRS) (Bankr. N.D. Ga. July 25, 2013) [Docket No. 44]; *In re Caraustar Indus., Inc.*, Case No. 09-73830 (MGD) (Bankr. N.D. Ga. June 4, 2009) [Docket No. 73]; *In re Blue Thunder Auto Transport, Inc.*, Case No. 07-61268 (PWB) (Bankr. N.D. Ga. Feb. 1, 2007) [Docket No. 32]; *In re Dan River Inc.*, Case No. 04-10990 (WHD) (Bankr. N.D. Ga. Apr. 12, 2004) [Docket No. 120]; *see also In re Hexion Holdings LLC*, Case No. 19-10684 (KG) (Bankr. D. Del. May 1, 2019) [Docket No. 293]; *In re Fuse, LLC*, Case No. 19-10872 (KG) (Bankr. D. Del. Apr. 24, 2019) [Docket No. 56]; *In re Windstream Holdings, Inc.*, Case No. 19-22312 (RDD) (Bankr. S.D.N.Y. (Apr. 22, 2019) [Docket No. 377]; *In re Fuhu, Inc.*, Case No. 15-12465 (CSS) (Bankr. D. Del. Jan. 5, 2016) [Docket No. 217]; *In re Simply Wheelz LLC*, Case No. 13-03332 (EE) (Bankr. S.D. Miss. Nov. 7, 2013) [Docket No. 41]; *In re Titlemax Holdings, LLC*, Case No. 09-40805 (LWD) (Bankr. S.D. Ga. Aug. 14, 2009) [Docket No. 263].

a. The Court Should Authorize the Payment of the 503(b)(9) Claims.

27. Section 503(b)(9) of the Bankruptcy Code provides administrative priority for the “value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which goods have been sold to the debtor in the ordinary course of such debtor’s business.”

28. 503(b)(9) Claims must be paid in full for the Debtors to confirm a chapter 11 plan, *see* 11 U.S.C. § 1129(a)(9)(A), so payment of such claims as requested in this Motion only provides 503(b)(9) Claimants with what they would be entitled to receive under a chapter 11 plan unless they consented otherwise. The timing of such payments also lies squarely within the Court’s discretion. *See In re Glob. Home Prods., LLC*, No. 06-10340 (KG), 2006 WL 3791955, at *3 (Bankr. D. Del. Dec. 21, 2006) (agreeing with parties that “the timing of the payment of that administrative expense claim is left to the discretion of the Court”); *In re Tubular Techs., LLC*, 372 B.R. 820, 824 & n.4 (Bankr. D.S.C. 2007) (bankruptcy court may determine when Section 503(b)(9) claim is paid); *In re Bookbinders’ Rest., Inc.*, 2006 WL 3858020, at *3–4 (Bankr. E.D.

Pa. Dec. 28, 2006) (timing of the payment of Bankruptcy Code Section 503(b)(9) claim “is within the discretion of the bankruptcy court”). Furthermore, the Debtors’ ongoing ability to obtain inventory and other goods and supplies as provided herein is key to their survival and necessary to preserve the value of their estates.

29. Absent payment of the 503(b)(9) Claims at the outset of these chapter 11 cases—which merely accelerates the timing of payment and not the ultimate treatment of such claims—the Debtors could be denied access to raw materials, mechanical parts, and other goods and supplies necessary to maintain the Debtors’ business operations and maximize the value of the Debtors’ estates. Accordingly, the Debtors seek authorization, but not direction, to pay 503(b)(9) Claims in the ordinary course of business during these chapter 11 cases.

b. The Court Should Authorize the Payment of the Critical Vendor Claims.

30. The Debtors require a steady provision of goods and services provided by the Critical Vendors to continue operating their businesses and maintain operational stability. Without such products and services, the Debtors could be forced to unexpectedly halt operations while they search for substitute vendors. Additionally, if forced to find new vendors on short notice, the Debtors may give up favorable trade terms under existing agreements, thereby hindering the Debtors’ ability to generate revenue. Importantly, any disruption to the Debtors’ supply chain could result in a significant loss of operational efficiency, decreasing the value of the Debtors’ business, impairing stakeholder value, and risking the safety of those in and around the Debtors’ facilities.

31. Bankruptcy courts in this circuit have found authority to authorize critical vendor payments under sections 105(a) and 1106 of the Bankruptcy Code. *See CoServ*, 273 B.R. at 287 (holding that a debtor in possession’s duty to protect and preserve an operating business’s going-concern value, implicitly codified in section 1106, may require the preplan satisfaction of prepetition claims pursuant to section 105(a)); 11 U.S.C. § 1106 (codifying the duties of a debtor in possession). Should any of the Critical Vendors delay or cease providing services to the Debtors, even on a temporary basis, the Debtors’ business could face severe consequences. Aside

from allowing payment to the Critical Vendors, no practical alternative exists by which the Debtors can protect the value of their estates. Accordingly, the Debtors seek authorization, but not direction, to pay Critical Vendor Claims in the ordinary course of business during these chapter 11 cases.

2. The Court Should Confirm That Outstanding Orders Are Administrative Expense Priority Claims and That Payment of Such Claims Is Authorized.

32. Pursuant to section 503(b)(1) of the Bankruptcy Code, obligations that arise in connection with the postpetition delivery of goods and services, including goods ordered prepetition, are administrative expense priority claims because they benefit the Debtors' estates postpetition. Granting the relief sought herein with respect to the Outstanding Orders will not afford such claimants any greater priority than what they would otherwise be entitled to if the relief requested herein were not granted, and it will not prejudice any other party in interest.

33. Absent such relief, however, the Debtors may be required to expend substantial time and effort reissuing the Outstanding Orders to provide certain suppliers with assurance of their administrative priority status. The disruption to the continuous and timely flow of critical goods and services to the Debtors could halt the Debtors' operations, damaging the Debtors' business reputation, eroding their customer base, and ultimately leading to a loss of revenue, all to the detriment of the Debtors' estates and their creditors. In light of the foregoing, the Court should confirm the administrative expense priority status of the Outstanding Orders and authorize the Debtors to pay the Outstanding Orders in the ordinary course of business.

3. Authorizing and Directing the Banks in Appropriate.

34. The Debtors also request that the Court authorize and direct the Debtors' banks and other financial institutions (collectively, the "Banks") to receive, process, honor, and pay all prepetition and postpetition checks issued or to be issued, and fund transfers request or to be requested, by the Debtors for the Trade Claims. The Debtors also seek authority to issue new postpetition checks, or effect new fund transfers, for Trade Claims, to replace any prepetition

checks or funds transfer requests that may be dishonored or rejected and to reimburse their Vendors or the applicable payee, as the case may be, for any fees or costs incurred by them in connection with a dishonored or voided check or funds transfer.

35. As a result of the commencement of the Chapter 11 Cases, in the absence of an order of the Court providing otherwise, the Debtors' checks, wire transfers, and direct deposit transfers for Trade Claims may be dishonored or rejected by the Banks.

36. The Debtors represent that each of these checks or transfers is or will be drawn on the Debtors' general disbursement accounts and can be readily identified as relating directly to payment of the Trade Claims. Accordingly, the Debtors believe that prepetition checks and transfers other than those for Vendors and related Trade Claims will not be honored inadvertently.

**REQUEST FOR IMMEDIATE RELIEF AND WAIVER OF STAY
TO AVOID IMMEDIATE AND IRREPARABLE HARM**

37. The Debtors further submit that because the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein and in the First Day Declaration, Bankruptcy Rule 6003 has been satisfied and the relief requested herein should be granted.

38. Bankruptcy Rule 6003 provides that the Court may grant relief within 21 days after the filing of the petition regarding "a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition" only if such relief is necessary to avoid immediate and irreparable harm. Fed R. Bankr. P. 6003(b). As set forth in this Motion and the First Day Declaration, any disruption of the goods and services provided by the Trade Claimants would severely disrupt the Debtors' operations at this critical juncture and could imperil the Debtors' restructuring. Accordingly, Bankruptcy Rule 6003 is satisfied, and the relief requested herein should be granted.

39. The Debtor further seeks a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Rule 6004(h) of the Bankruptcy Rules, “[an] order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of fourteen (14) days after entry of the order, unless the court orders otherwise.” As set forth above, the relief requested herein is essential to prevent irreparable damage to the Debtor’s operations, going-concern value, and their efforts to pursue a sale or restructuring of their assets and liabilities.

40. Accordingly, the relief requested herein is appropriate under the circumstances and under Bankruptcy Rules 6003 and 6004(h).

RESERVATION OF RIGHTS

41. Nothing in the Proposed Orders or this Motion (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; (iii) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to any and all claims or causes of action; or (iv) shall be construed as a promise to pay a claim.

NOTICE

42. Notice of this Motion has been given to the following parties or, in lieu thereof, to their counsel, if known: (a) the Office of the United States Trustee for the Northern District of Georgia; (b) the Debtors’ prepetition lender; (c) creditors holding the 30 largest unsecured claims against the Debtors; (d) the United States Attorney for the Northern District of Georgia; (e) the Georgia Department of Revenue; (f) the Internal Revenue Service; (g) the Securities & Exchange Commission; (h) the Georgia Secretary of State; (i) the states attorneys general for states in which the Debtors conduct business; (j) the Utility Providers; and (k) any party that has requested notice

pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

43. No previous request for the relief sought herein has been made by the Debtors to this Court or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Orders granting the relief requested herein and such other and further relief as is just and proper.

Date: August 5, 2025
Atlanta, Georgia

Respectfully Submitted,

GREENBERG TRAURIG, LLP

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Proposed Counsel for the Debtors in Possession

Exhibit “A”

Proposed Interim Order

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:)	
)	
)	Chapter 11
WELLMADE FLOOR COVERINGS)	
INTERNATIONAL, INC., <i>et al.</i> , ¹)	Case No. 25-58764
)	
Debtors.)	(Joint Administration Requested)
)	
)	Re: Docket No. _

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN
PREPETITION CLAIMS OF (A) 503(B)(9) CLAIMANTS AND (B) CRITICAL
VENDORS (II) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF
OUTSTANDING ORDERS; AND (III) GRANTING RELATED RELIEF**

Upon the *Emergency Motion of the Debtors for Entry of Interim and Final Orders (I)*
Authoirizing the Debtors to Pay Certain Prepeititon Claims of (A) 503(b)(9) Claimants and (B)
Critical Vendors; (II) Confirming Administrative Expense Priority of Outstanding Orders; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

(III) *Granting Related Relief* (the “Motion”)² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Order; and after due deliberation thereon,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis to the extent provided herein.
2. The Debtors are authorized to continue their prepetition business operations, policies, and programs and pay accrued but unpaid prepetition Trade Claims, on a postpetition basis in the ordinary course of business on Customary Trade Terms as may be necessary to secure a Vendor’s agreement to continue business with the Debtors on Customary Trade Terms, up to the amount set forth for each category of Trade Claims set forth in the Motion.
3. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority status in accordance with section 503(b)(1)(A) of the Bankruptcy Code. The Debtors are authorized, but not directed, to pay all undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties’ customary practices in effect prior to the Petition Date.
4. Prior to entry of a Final Order, the Debtors shall not pay any obligations under this Interim Order unless they are due or are deemed necessary to be paid in the Debtors’ business

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

judgment to ensure the ongoing provision of goods or services or otherwise to avoid an adverse effect on the Debtors' operations.

5. Nothing in this Interim Order authorizes or directs the Debtors to accelerate any payments not otherwise due.

6. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with the trade terms at least favorable to the Debtors as the Customary Trade Terms then, subject to the entry of a final order on the Motion from this Court: (a) any payment on account of a prepetition claim shall be deemed, in the Debtors' discretion, an improper postpetition transfer and, therefore recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of any such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, then the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

7. Any Vendor that accepts payment from the Debtors on account of all or a portion of a Trade Claim pursuant to this Interim Order shall be deemed to (a) agree to the terms and provisions of this Interim Order, and (b) have waived, to the extent so paid, any and all prepetition claims, of any type, kind, or priority, against the Debtors, their assets, and properties.

8. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented

for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

9. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

10. Any party receiving payment from the Debtors is authorized and directed to rely on the representations of the Debtors as to which payments are authorized by this Interim Order.

11. Nothing in the Motion or this Interim Order, nor the Debtors' implementation of the relief granted in this Interim Order, shall be deemed to modify or waive any of the Debtors' rights with respect to goods and services requested or received from the Critical Vendors, including the Debtors' rights to: (a) cancel a purchase order; (b) decline the acceptance of goods and/or services; (c) return any defective, nonconforming, or unacceptable goods; or (d) contest the amount of any invoice or claim on any grounds.

12. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any particular claim against the Debtors; (b) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law;

or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

13. A final hearing to consider the relief requested in the Motion shall be held on _____, **2025** at ____:____.m. (**prevailing Eastern Time**) and any objections to entry of such order shall be in writing and filed with this Court no later than _____, **2025** at **4:00 p.m. (prevailing Eastern Time)** and served on: (i) the Debtors, c/o Wellmade Floor Coverings International Inc., 1197 Peachtree St. NE, Suite 780, Atlanta, GA 30361, Attn: David Baker (dbaker@auroramp.com); (ii) proposed counsel to the Debtors, Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road, NE, Suite 2500, Atlanta, Georgia 30305, Attn: John D. Elrod (elrodj@gtlaw.com) and Allison J. McGregor (Allison.McGregor@gtlaw.com); (iii) counsel for the Prepetition Lenders, King & Spalding LLP, 1180 Peachtree Street, NE, Suite 1600, Atlanta, GA 30309, Attn: Austin Jowers (AJowers@kslaw.com); and (iv) the Office of the United States Trustee for Region 21, 362 Richard Russell Building & U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303.

14. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

15. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules, and the Complex Case Procedures are satisfied by such notice.

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

18. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ John D. Elrod

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Jake Evans, GA Bar No. 797018
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Proposed Counsel for the Debtors in Possession

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Atlanta, GA 30303

Exhibit C

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

WELLMADE FLOOR COVERINGS
INTERNATIONAL, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-58764

(Joint Administration Requested)

Re: Docket No. ____

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN
PREPETITION CLAIMS OF (A) 503(B)(9) CLAIMANTS AND (B) CRITICAL
VENDORS; (II) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF
OUTSTANDING ORDERS; AND (III) GRANTING RELATED RELIEF**

Upon the *Emergency Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Prepetition Claims of (A) 503(b)(9) Claimants and (B) Critical Vendors; (II) Confirming Administrative Expense Priority of Outstanding Orders; and*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

(III) *Granting Related Relief* (the “Motion”)² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having jurisdiction to enter a final order consistent with Article III of the United States Constitution; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and this Court having held a hearing (the “Hearing”) to consider the relief requested in the Motion; and upon the First Day Declaration and the record of the Hearing, this Court having determined that there is good and sufficient cause for the relief set forth in this Order; and after due deliberation thereon,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent provided herein.
2. The Debtors are authorized to continue their prepetition business operations, policies, and programs and pay accrued but unpaid prepetition Trade Claims, on a postpetition basis in the ordinary course of business on Customary Trade Terms as may be necessary to secure a Vendor’s agreement to continue business with the Debtors on Customary Trade Terms, up to the amount set forth for each category of Trade Claims set forth in the Motion.
3. All undisputed obligations related to the Outstanding Orders are granted administrative expense priority status in accordance with section 503(b)(1)(A) of the Bankruptcy Code. The Debtors are authorized, but not directed, to pay all undisputed amounts related to the Outstanding Orders in the ordinary course of business consistent with the parties’ customary practices in effect prior to the Petition Date.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

4. Nothing in this Final Order authorizes or directs the Debtors to accelerate any payments not otherwise due.

5. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with the trade terms at least favorable to the Debtors as the Customary Trade Terms then: (a) any payment on account of a prepetition claim shall be deemed, in the Debtors' discretion, an improper postpetition transfer and, therefore recoverable by the Debtors in cash upon written request by the Debtors; (b) upon recovery by the Debtors, any prepetition claim of any such party shall be reinstated as if the payment had not been made; and (c) if there exists an outstanding postpetition balance due from the Debtors to such party, then the Debtors may elect to recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, claims, provisions for payment of any claims, or otherwise.

6. Any Vendor that accepts payment from the Debtors on account of all or a portion of a Trade Claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order, and (b) have waived, to the extent so paid, any and all prepetition claims, of any type, kind, or priority, against the Debtors, their assets, and properties.

7. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

8. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. Any party receiving payment from the Debtors is authorized and directed to rely on the representations of the Debtors as to which payments are authorized by this Final Order.

10. Nothing in the Motion or this Final Order, nor the Debtors' implementation of the relief granted in this Final Order, shall be deemed to modify or waive any of the Debtors' rights with respect to goods and services requested or received from the Critical Vendors, including the Debtors' rights to: (a) cancel a purchase order; (b) decline the acceptance of goods and/or services; (c) return any defective, nonconforming, or unacceptable goods; or (d) contest the amount of any invoice or claim on any grounds.

11. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any particular claim against the Debtors; (b) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of all such liens. Any payment made pursuant

to this Final Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

12. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

13. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Bankruptcy Local Rules, and the Complex Case Procedures are satisfied by such notice.

14. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

15. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

16. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

END OF DOCUMENT

Prepared and presented by:

GREENBERG TRAURIG, LLP

/s/ John D. Elrod

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