

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN RE WELLMADE FLOOR COVERINGS INTERNATIONAL INC.

Transcription of Sale Hearing

September 29, 2025



SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025

2

1 (Beginning of Audio Recording)
2 COURT OFFICER: May I have your attention,
3 please? I will now call Judge Sigler's 10:00 a.m.
4 Miscellaneous Matters Calendar. In the case of
5 Wellmade Floor Coverings International Incorporated,
6 we had the Debtor's motion, seeking entry of an order
7 setting a bar date for filing proofs of claim, setting
8 an amended schedules bar date, setting a rejection
9 damages bar date, approving the form of and manner for
10 filing proofs of claim, approving notice of the
11 borrower dates and granted rate related relief.

12 I will now take appearances of parties for
13 the record, starting with the parties in the Courtroom
14 and starting with counsel for Debtor.

15 MR. ELROD: Good morning. It's John Elrod
16 and Allison McGregor on behalf of the Debtors. We're
17 joined today by our client representative, Mr. Shea
18 Karaskila (phonetic).

19 COURT OFFICER: Counsel of committee.

20 MS. HUMNICKY: Yes. For the record, Anna
21 Humnicky with Small Herrin. We are a local counsel
22 for the committee, and I believe online is Shirley Cho
23 with the Pachulski Stang, Ziehl & Jones, who is lead
24 counsel for the committee.

25 COURT OFFICER: And now take appearances of

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025

3

1 the parties that are appearing by Zoom.

2 MR. HALEGUA: Good morning. This is Aaron
3 Halebua on behalf of creditors (names in foreign
4 language). With me also on Zoom is Daniel Werner and
5 Elaine Woo of Radford Scott, and JP Fritz whose pro
6 hac vice application was submitted on Friday, I
7 believe.

8 COURT OFFICER: All right, please hold.
9 Daniel Werner. J.P. Fritz. And was there another
10 party named?

11 MR. HALEGUA: Yeah, Elaine Woo, W-O-O.

12 COURT OFFICER: All right, is there anyone
13 else that wishes to make an appearance?

14 MR. MORANI: Mark Morani (phonetic) on
15 behalf of Flooring Investments LLC.

16 COURT OFFICER: Anyone else?

17 MS. CHO: It's Shirley Cho of Pachulski
18 Stang, Ziehl & Jones, co-counsel for the official
19 committee.

20 COURT OFFICER: All right, anyone else? All
21 right, please hold. Judge Sigler will take the bench
22 shortly. Ms. Colvin (phonetic) on the Zoom. All
23 right, please hold.

24 COURT OFFICER: All rise in the Courtroom,
25 court is now in session, Honorable Sage Sigler

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025

4

1 presiding.

2 THE COURT: Good morning. Please be seated.

3 COURT OFFICER: All right, in the case of

4 Wellmade Flooring Coverings International

5 Incorporated, case number 25-58764, we have Debtor's

6 motion seeking entry of an order setting a bar date

7 for filing proofs of claim, setting an amended

8 schedules bar date, setting rejection damages bar

9 date, approving the form of and manner for filing

10 proofs of claim, approving notice of the bar dates and

11 granting related relief.

12 THE COURT: All right. So I understand that

13 there have been some negotiations and agreement

14 between the Debtor and the committee regarding the bar

15 date notice. Is that accurate?

16 MR. ELROD: Thank you, Your Honor. For the

17 record, it's John Elrod on behalf of the Debtors,

18 joined today by my colleague Allison McGregor.

19 We have reached the outlines of an agreement

20 with the committee. I believe there is a debate over

21 one sentence that the Debtors believe is appropriate

22 to include. And that is a recitation of language that

23 is on the boarding -- or excuse me, the claim form.

24 It relates to penalties for perjury and fine and

25 imprisonment. We believe that should also be

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
5

1 translated into Mandarin.

2 I believe the committee is objecting to
3 that. I think they think it's heavy handed. We think
4 that it's only fair that these claimants, to the
5 extent they exist, are advised of the ramifications of
6 filing a fraudulent proof of claim.

7 We also would include that information in
8 English. So we're not, you know, taking any -- we're
9 just explaining what the law is. I will let Ms. Cho
10 speak for the committee or perhaps Ms. Humnicky, but I
11 believe that's the open item with the committee's
12 objection.

13 THE COURT: All right, so that's the open
14 item. I guess what I'm -- what I'd like to try to do.
15 So I mean, we had the objection by the committee and
16 then we also had the objection by -- I'm sorry.

17 MR. ELROD: The tort claimants.

18 THE COURT: The tort claimants. Pronounce
19 your name for me again. Mr. Mahone just told me and
20 it has already left my brain.

21 MR. HALEGUA: Aaron Halebua, Your Honor.

22 THE COURT: Mr. Halebua and his clients.
23 And so what I'd like to figure out is sort of boil it
24 down to what the remaining open items are, whether
25 it's for the committee or Mr. Halebua and his clients.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025

6

1 So I guess the question then would be what other
2 changes to the Debtor's original proposal have been
3 made in agreement with the committee.

4 MR. ELROD: I believe I've outlined those.
5 I don't know if this was referred to in our reply that
6 was filed on Friday, but the concept is we will
7 provide three sentences or so in Mandarin along with a
8 link to the claims agent's website, where a claim can
9 be submitted electronically.

10 The claims will need to be submitted in
11 English. We think that's only fair. So that we can
12 then review the claims and object to them to the
13 extent they're filed and to the extent they're
14 objectionable.

15 So there will be a link to the claims
16 agent's website that will provide more fulsome
17 information on the claims process.

18 THE COURT: Okay.

19 MR. ELROD: With respect to the objection by
20 the tort claimants, we have no agreement, Your Honor,
21 I'm not pleased to report that we just have a
22 diametrically opposed view of the world.

23 THE COURT: Well, and I need to get some
24 clarification on exactly what it is that they want.
25 Like what is the proposal? So I'll do that as well.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
7

1 MR. ELROD: Okay. Your Honor, we do have
2 Mr. Karaskila here today. He's a representative of
3 Aurora, who is the financial advisor for the Debtors.
4 To the extent the Court would like evidence, he can
5 testify as to the steps the Debtors have taken to
6 identify all reasonably known potential tort claimants
7 and other claimants, particularly this employee class
8 that seems to be the subject or is the subject of the
9 tort claimants' objection.

10 THE COURT: All right, so to that point,
11 outline for me what universe of employees it is that
12 the Debtor proposes to provide notice to and how
13 you're going to send that notice.

14 MR. ELROD: Thank you, Your Honor. So there
15 are, when the term employee is used, that's a little
16 bit of a catch-all term. It doesn't necessarily mean
17 an employee, per se. It can also mean a contractor.
18 The Debtors over the few years they've been in
19 business have used staffing agencies.

20 And so what we've done is identified all of
21 the Debtor's current and former employees within the
22 last two years, and we intend to provide notice to all
23 of them.

24 We've then gone to each of the staffing
25 agencies, including a staffing agency that the Debtors

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
8

1 continue to use, and we intend to provide notice to
2 all independent contractors, we'll call them workers
3 provided through those staffing agencies.

4 Now, there are a couple of exceptions to
5 that which we believe are a relatively small class.

6 There are two staffing agencies who have not been
7 responsive at all to any inquiries. Ms. McGregor has
8 contacted them on several occasions and has been
9 effectively hung up on. They've been non-
10 communicative and won't share information with us.

11 THE COURT: And these are staffing agencies
12 that do not have any direct connection to the Debtor's
13 owner, relatives of the owner, et cetera?

14 MR. ELROD: To our knowledge, that is
15 correct, and I'm careful about that because it's, you
16 know, we're dealing with language barriers and to my
17 knowledge, yes.

18 THE COURT: Okay.

19 MR. ELROD: To our knowledge, yes.

20 THE COURT: And I know that -- I mean in the
21 original motion the proposal was U.S. Mail. Is that
22 still the plan? Is there any additional notice that's
23 going to be provided beyond U.S. Mail?

24 MR. ELROD: So our intention is to provide
25 it by electronic mail as well. I have a problem. And

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
9

1 the Debtors have a problem providing it by WeChat and
2 other messaging services. I just don't know who I'm
3 communicating with through that forum. WeChat is, I
4 believe, a Chinese similar to WhatsApp. I don't know
5 if the Court is familiar with that technology --

6 THE COURT: Yes.

7 MR. ELROD: -- but it's a, you know, a
8 messaging mechanism, and I just don't, you know, I
9 don't speak Mandarin. No one on the Debtor's team
10 other than the, you know, the two equity owners, none
11 of the Debtor's professionals speak Mandarin. And so
12 I don't think it's appropriate to provide notice via
13 WeChat.

14 Moreover, I'm not aware of any precedent
15 whatsoever of providing notice via WeChat.

16 THE COURT: Do you have email addresses for
17 the employees and former employees?

18 MR. ELROD: Could I have one second, Your
19 Honor?

20 For all of the employees, yes. And we have
21 email addresses for a number of the independent
22 contractors, but not all of them. So we would also
23 intend to provide notice to the staffing agencies, of
24 course, and we can certainly ask them to disseminate
25 them to the, you know, their contractors.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
10

1 THE COURT: All right.

2 MR. ELROD: Now, importantly, Your Honor,
3 the standard here, as I'm sure the Court is aware, is
4 for the Debtors to provide notice to actual creditors,
5 known creditors, not unknown creditors to a certain
6 degree via direct contact.

7 Now, under 11th Circuit law, the GAC court
8 case, the 11th Circuit has held that a Debtor can
9 provide notice via publication to unknown creditors.
10 And that's really the class we're dealing with here.
11 All claimants who have -- all tort claimants who have
12 asserted claims to date have -- will be receiving
13 notice, likely through Mr. Halegua.

14 If there are other employees out there who
15 assert claims, we don't know of them, they haven't
16 contacted us. I believe they're all represented by
17 Mr. Halegua. So I don't think it's appropriate. A
18 couple things.

19 One thing that Mr. Halegua is proposing is
20 to give him the list of all the creditors and then he
21 can go out and reach out to them, contact them, and
22 likely encourage them to file claims.

23 THE COURT: Yeah, well, I don't think that's
24 where we're going. And I mean, I can explain why
25 that's not an appropriate use of the bankruptcy

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
11

1 process.

2 MR. ELROD: Right, we would agree,
3 obviously, Your Honor. So nonetheless, that's the
4 outlines of the process and I'm happy to answer any
5 more specific questions the Court may have.

6 One thing I would note is, obviously, this
7 hearing has been continued once already. And so we
8 would anticipate pushing out the bar date from October
9 20th, I believe, to October 24th, if that pleases the
10 Court. I believe that gives us the 21-day notice
11 that's required under the rules. We can complete the
12 mailing and contact through that time.

13 THE COURT: We'll look at the date and talk
14 about that as we get closer. I think it may be
15 appropriate to give a little bit more than 21 days
16 here, but we'll get there.

17 Okay, thank you. All right.

18 Ms. Cho, is there anything you would like to
19 add?

20 MS. CHO: Well, you, Honor, from the
21 committee's perspective, we have not yet seen the
22 revised proposed order or the revised bar date notice.
23 There were some other issues that we had flagged in
24 our limited objection, including what looks to be a
25 misplaced paragraph in paragraph 7d of the order,

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
12

1 which follows through to the bar date notice.

2 We also noted that, you know, there are just
3 some cleanup items that, you know, the term bankruptcy
4 code was not defined. There were references to
5 defined terms in Section 101 that were not defined.

6 MR. ELROD: We're obviously happy to clean
7 up any kind of clerical matters of that nature.

8 THE COURT: Yeah. I trust that the parties
9 can resolve those sorts of cleanup issues. Is there
10 anything you would like to add on this issue of
11 including -- well, I guess -- so first, I should ask.
12 It sounds like the -- so the bar date form will be in
13 English, but there's --

14 MR. ELROD: Primarily -- when you said --
15 you mean the notice of the bar date, Your Honor?

16 THE COURT: Well, the proof of claim form.

17 MR. ELROD: The proof of claim form will be
18 in English.

19 THE COURT: Is in English, and then the
20 notice is in English and Mandarin. Is that the
21 proposal?

22 MR. ELROD: Correct.

23 THE COURT: Okay.

24 MR. ELROD: Primarily in English. There
25 will be a paragraph in Mandarin.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
13

1 THE COURT: A paragraph in Mandarin. Okay,
2 so is everybody getting the same document?

3 MR. ELROD: Yes, that would be our
4 intention.

5 THE COURT: All right, so. And so, Ms. Cho,
6 Mr. Elrod indicated that there were three sentences
7 that the Debtor was including or proposing to include,
8 that the committee has an objection to, in Mandarin,
9 is that correct?

10 MS. CHO: No, Your Honor, the committee.
11 First of all, the committee thanks Mr. Elrod and his
12 team for agreeing to put in at least a paragraph in
13 Mandarin that is helpful with respect to the language.

14 The disagreement happens to be with respect
15 to the last sentence that Mr. Elrod's team wants to
16 include, which is the recitation to the language in
17 the proof of claim form that filing the claim, I
18 guess, fraudulently, might lead to imprisonment or
19 \$500,000 in penalty.

20 That's not in the original bar date notice.
21 And so to put that in the Mandarin only provision
22 looks a little heavy handed and frankly looks like an
23 intimidation tactic. We had asked that it be
24 stricken. Mr. Elrod proposed this morning to just
25 include that sentence also in the bar date notice.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
14

1 It's not typically a sentence that's included in the
2 bar date notice, Your Honor. So that is one that we
3 would request to be removed.

4 The sentence immediately prior, and I
5 understand Your Honor has a disadvantage because that
6 paragraph hasn't been filed yet with the Court. The
7 sentence prior to that that has been agreed upon
8 provides in Mandarin that claimants would, you know,
9 would need to file the proofs of claims under penalty
10 of perjury and signed.

11 So we believe that point's already covered
12 by the prior sentence, Your Honor. So yeah, we just,
13 in all instances, it looks nonstandard to include the
14 provision that, you know, there could be potential
15 imprisonment or, you know, a heavy fine. It just
16 looks like it's intended to thwart creditors from
17 filing claims, frankly.

18 With respect to the bar date deadline, Your
19 Honor, we do think 30 days after service of the bar
20 date notice is appropriate. That's what we'd request.

21 THE COURT: All right, but the committee is
22 otherwise comfortable with the Debtor's proposal of
23 sending the bar date notice to current and former
24 employees from the past two years. That includes
25 employees of the company and those contracted through

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
15

1 staffing agencies, provided, however, that the Debtor
2 only has direct contact information for some of the
3 contracted employees. And to the extent that the
4 Debtor doesn't, the Debtor will have to just send that
5 information to the staffing agencies and let them pass
6 that along and that that will be sent via US Mail and
7 email to the extent that the Debtor has the email
8 addresses. That's my understanding of what I was
9 told.

10 So, Ms. Cho, is the committee on board with
11 that aspect of the proposal?

12 MS. CHO: I did want to understand with
13 respect to employees that are no longer employees,
14 former employees, does the company have email
15 addresses for former employees? As far as personal
16 email addresses?

17 MR. ELROD: Your Honor, if they were actual
18 employees, I would anticipate that we do. And
19 certainly we can send the notice via that mechanism as
20 well at the appropriate time. I'd like to respond to
21 some of Ms. Cho's comments.

22 THE COURT: All right, so Ms. Cho, just for
23 your benefit, because you can't see everyone in the
24 courtroom, there were nods from everyone on the
25 Debtor's side of the courtroom that, yes, they have

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
16

1 email addresses for the former employees to the, you
2 know, if they were actual employees of the Debtor. I
3 mean, I think we still have this question on the
4 staffing agent. You know, any employee that was a
5 contract employee through a staffing agency. It
6 sounds like you might have email addresses for some of
7 those people, but maybe not for others.

8 MR. ELROD: That's correct, Your Honor.

9 THE COURT: All right, so Ms. Cho, where is
10 the committee on that piece?

11 MS. CHO: Your Honor, based on, and I
12 understand this is a contested factor, Mr. Halegua
13 will have his chance to address the Court on it. But
14 based on the Debtor's representation, if, in fact, the
15 company has emails for the majority of the former and
16 current employees, I think we'd be fine with that,
17 Your Honor.

18 THE COURT: All right, your response?

19 MR. ELROD: Your Honor, a couple of things.
20 I think we're fine with the 30-day proposal, and I
21 believe that there was a reference to already
22 including language about being filed under penalty of
23 perjury. There's a couple practical issues here.

24 The official claim form, which includes the
25 language that we would like to include as the final

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
17

1 sentence, is only in English, so the Mandarin speakers
2 won't be able to read or understand that.

3 In the language that Ms. Cho and I agree to,
4 there's no reference to being filed under penalty of
5 perjury. There is a reference to a claim being barred
6 if it's not timely filed. There's no reference to
7 perjury. So, you know, I'm not sure what -- there is
8 a reference in the English language version to
9 perjury. But again, we're back to the same problem.
10 If it's all -- if you only have a Mandarin speaker,
11 they're not going to understand that.

12 And again, as I indicated to Ms. Cho, we're
13 happy to include which they describe as the heavy
14 handed language in English as well. We don't think
15 it's heavy handed. We think it's a mere recitation of
16 the law.

17 THE COURT: I mean, I will say, I think that
18 if a form is going out that's in English and it has a
19 paragraph in Mandarin, anything that's written in
20 Mandarin needs to also be written in English, I would
21 think.

22 I mean, I don't know why we would be giving
23 different information to people depending on what
24 language they speak. You know, what I'm hearing from
25 the committee is that it is not standard to include

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
18

1 the penalty of perjury language in a bar date notice
2 versus on the form. And the Debtor's response to that
3 is essentially that because the form is only going to
4 be in English, shouldn't we provide that information
5 in Mandarin?

6 So, Ms. Cho, I mean, I certainly hear the
7 committee's concern, you know, about any proposal that
8 some language is provided in Mandarin that's not also
9 provided in English. What is your response to Mr.
10 Elrod's position that, you know, because the claim
11 form says it's under penalty of perjury and that claim
12 form is only being provided in English, that that sort
13 of warning should be provided in Mandarin as well?

14 MS. CHO: Your Honor, I did propose language
15 which I am seeing now that Mr. Elrod, I guess, may be
16 (inaudible). But our proposal language, which we'd be
17 fine with, says each claim must be signed and filed
18 under penalty of perjury. That, I think, is
19 consistent with the bar date notice language.

20 We think adding the specific notice or the
21 specific language that's not currently in the bar date
22 notice about imprisonment and the \$500,000 fine, I
23 think that's inappropriate.

24 THE COURT: I mean, subject to further
25 argument, I think as long as it says that it has to be

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
19

1 signed under penalty of perjury, that's probably
2 sufficient. I mean, why do we need to also include
3 imprisonment and \$500,000 fine?

4 MR. ELROD: Well, Your Honor, first, I'm not
5 an expert on the Chinese legal system by any stretch,
6 any way, shape, or form. I don't know if the concept
7 of perjury even exists in China or if that's in the
8 common parlance in China. We're talking about factory
9 workers here. I don't know if they understand what
10 perjury means.

11 This is clearer and indicates that then
12 there are repercussions for filing a fraudulent claim.
13 So, you know, again, we're providing the same -- it's
14 a quote from the claim form, the official claim form,
15 designed, I suppose, by the administrative office of
16 the United States courts. Excuse me if I miscited
17 that. But it's used in every case. And so we'll
18 provide that in English as well.

19 And now I've heard commentary throughout
20 this case from the committee's team about things being
21 nonstandard. Well, first, this isn't a standard case
22 because of the issues that have come up. And second,
23 you know, each case stands on its own.

24 And what we're doing here provides
25 reasonable notice or what we're proposing to do

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
20

1 provides reasonable notice in what may have been done
2 in other cases, such as an archdiocese case where you
3 have primarily English speaking claimants, or the Boy
4 Scouts case where they're primarily English speaking
5 claimants. That's a different. That's a different
6 ball of wax. This is a much smaller group of
7 individuals.

8 THE COURT: All right. Sorry, give me just
9 a second. All right. Mr. Fritz, do you wish to be
10 heard?

11 MR. FRITZ: Thank you, Your Honor. My pro
12 hac vice application was filed Friday, but it hasn't
13 been signed by the Court. And I believe today, Mr.
14 Halegua, my co-counsel, is going to be taking the
15 lead. But thank you for the opportunity to speak.

16 THE COURT: All right, thank you.

17 All right, just so I'm going to get to Mr.
18 Halegua, but I want to let anyone else who wishes to
19 be heard go ahead at this time. Does anyone else wish
20 to be heard? All right, Sorry, I thought I saw a line
21 come off mute.

22 All right. Mr. Halegua.

23 MR. HALEGUA: Good morning, Your Honor.
24 Thank You. I apologize. I have a little bit of a
25 cold. But will do my best.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
21

1 You know, I think I just want to emphasize,
2 Your Honor, that, you know, my clients and myself have
3 really just tried to be constructive through this
4 process and, you know, come to a resolution about
5 what's a reasonable way to provide notice, A, that
6 gets to the right people, and B, is reasonably
7 calculated to actually reach them and advise them of
8 their rights.

9 And I think that's what the bankruptcy code
10 calls for. I think that's what due process calls for,
11 and I think the case law calls for.

12 You know, we have a bunch of concerns about,
13 you know, what's being proposed at a very basic level.
14 You know, the fact that we're not being provided, for
15 instance, with, you know, a copy of the proposed order
16 that's being proposed, Right? Is it three sentences
17 in Mandarin tucked away at the very end of a three-
18 page, English language, single-spaced document?

19 THE COURT: Have you not been provided with
20 any of the proposed orders?

21 MR. HALEGUA: Only the ones that were filed
22 publicly, you know, when the initial motion was filed,
23 whenever that was filed.

24 THE COURT: Okay.

25 MR. HALEGUA: So, you know, it's very hard

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
22

1 to respond. It's very hard to make progress.
2 Similarly, you know, we don't necessarily need to get
3 the names of every employee who worked there, but
4 there's a strong concern. I just want to -- I know we
5 all know this, but I think it's worth repeating kind
6 of, you know, how we got here.

7 Because in Dave Baker's (phonetic) you know,
8 declaration at the very start of this case, he talks
9 about a raid by ICE in collaboration with the FBI in
10 which George Chen and his nephew Jiayi Chen were
11 arrested for charges of trafficking persons for labor
12 servitude.

13 And it talks about that they were engaged in
14 labor trafficking in connection with the recruitment
15 of Chinese residents to come to the US on L1 visas to
16 work for the Debtors. And it talks about an existing
17 lawsuit which was filed by my clients, which raises
18 claims not only for these tort claims, which I guess
19 they're using as a pseudonym for labor trafficking,
20 which is quite serious and a crime.

21 But there are also FLSA claims, people who
22 simply worked 60 or 70 hours a week, and we're just
23 not paid overtime. Right. So I think that's
24 important to keep in mind. I think it's also
25 important to keep in mind the reality of these

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
23

1 claimants. We've talked about their language
2 abilities.

3 These are things where I never envisioned
4 that I would need to be submitting declarations from
5 my client saying that I don't read English, and I
6 don't read the Wall Street Journal.

7 I didn't think it would be contentious to
8 say, let's do it in Chinese and let's do it in
9 Spanish. But, you know, we frankly have strong
10 concerns that the goal of the Debtor is really to
11 provide the absolute bare minimum of notice that might
12 just inch past a due process test, as opposed to do
13 things that are actually reasonably calculated to
14 these people who have real claims.

15 And we're not asking the Court to adjudicate
16 those claims. We're not asking to certify a class.
17 All we're asking is don't cut them off from the start.
18 Right. Let them at least get notice, know what the
19 procedure is, know what the implications are so that
20 they have the chance to file a proof of claim.

21 And if at that point, the Debtor and
22 Greenberg Traurig want to litigate that until the end
23 of time, they're free to do so. But let them at least
24 know about the bankruptcy and do everything we can to
25 let them know within reason of that.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
24

1 And I think, unfortunately, the behavior and
2 the actions of the Debtor suggests that they're really
3 trying to minimize the number of people who get
4 notice. Right. This was filed on an emergency basis,
5 and I still don't understand what the emergency was.
6 And eventually the Debtor pushed back the hearing date
7 anyway.

8 Initially, it's only proposed in English,
9 even though we know that there's an existing FBI raid
10 about labor trafficking of Chinese individuals, and
11 the initial suggestion is to provide it in English,
12 and the committee has to file a formal objection in
13 order to have it translated into Chinese.

14 And now we're trying to say that one of the
15 three sentences in Chinese is going to be that you're
16 going to go to prison and pay a \$500,000 fine if
17 something in your proof of claim form is wrong. And
18 frankly, the reasoning just doesn't resonate with me.
19 Right. We don't understand the law, and China doesn't
20 seem like a good answer when Greenberg Traurig has a
21 Shanghai office, right, saying that it's going to be
22 costly to translate it into Chinese. We can't
23 translate the whole form. We've hired a claims agent.
24 We hired an investment banker. This is a \$60 million
25 sale. What's the cost of translating the whole notice

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
25

1 into Chinese and into Spanish?

2 These don't seem like real reasons by a
3 party that's concerned about getting notice to people
4 who have, frankly, suffered immensely or even if all
5 they did was not get paid overtime for the time that
6 they worked. Those are not good reasons to deny it.
7 And I just, you know, we've been trying and I don't
8 understand the rationale for the resistance on these
9 points.

10 THE COURT: All right, so let's walk
11 through. So at this point, and I understand if, you
12 know, if it sounds like the proposed drafts, that
13 there maybe have been a lot of conversations going on,
14 but not necessarily proposed drafts going back and
15 forth. So I understand it can be a little hard to
16 keep up with kind of where the agreement stands.

17 But from what I've heard from everybody in
18 court today, what the Debtor is currently proposing,
19 based on negotiations with the committee, is that,
20 again, I'll recite it again.

21 So current and former employees going back
22 two years. That includes the Debtor's actual
23 employees and anyone who is contracted through a
24 staffing agency. For those contracted through a
25 staffing agency, in some instances, the Debtor has

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
26

1 those individuals individual mailing and/or email
2 addresses. In some instances they don't.

3 In the instances where they don't, and
4 apparently there are two staffing agencies that won't
5 respond to them. You know, all they can really do is
6 send the information to the staffing agency.

7 Now, I'm assuming that you would mail the --
8 Mr. Elrod, I'm assuming that you -- that the Debtor
9 would mail those staffing agencies like a big envelope
10 that includes, you know, a form and a notice with each
11 individual creditor's name on it so that they could
12 then mail those out to those employees.

13 MR. ELROD: We're happy to do that, Your
14 Honor.

15 THE COURT: So there are some instances
16 where the Debtor just doesn't have that information.
17 It sounds like they have also agreed to include a
18 paragraph in Mandarin. So does your response filed on
19 Friday --

20 MR. ELROD: It does not contain the
21 language.

22 THE COURT: Okay. So I'm not exactly sure
23 what it is that that paragraph in Mandarin is going
24 to --

25 MR. ELROD: I can recite it for the Court if

SALE HEARING
IN RE WELLMACRE FLOOR COVERINGS

September 29, 2025
27

1 you'd like.

2 THE COURT: Sure.

3 MR. ELROD: I'm quoting now, and this will,
4 of course, be in Mandarin. If you worked at
5 Wellmade's Factory in Cartersville, Georgia, USA,
6 before August 4, 2025, which is the petition date, of
7 course, and believe you have a claim against Wellmade
8 Industries, MFR, NA LLC or Wellmade Floor Coverings
9 International Inc., you must file a proof of claim in
10 Wellmade's bankruptcy case by no later than October
11 20th.

12 Of course, that date may slip at 5:00 p.m.
13 local time or else your claim will be barred. You may
14 file a claim at the following website. And then it
15 recites the website, the claims agent's website, and
16 then the final sentence is a person who files a
17 fraudulent claim could be fined up to \$500,000 and
18 prison for up to five years or both. Then it cites
19 the 18 USC Sections 152, 157, and 3571.

20 THE COURT: All right, and then the
21 committee's alternative proposal is to not have that
22 last sentence and instead have a sentence that says
23 that the claim is signed under penalty of perjury and
24 that that section would be in Mandarin.

25 So my ultimate question for you is, you

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
28

1 know, specifically what else is it that you want the
2 Court to order the Debtor to do? I mean, I
3 certainly, -- I did read your papers and I hear your
4 argument and I understand sort of the conceptual
5 concern, but at the end of the day, I mean, my job is
6 I have to direct the Debtors specifically what it is
7 that they're required to do.

8 So let's start with, I guess, first this
9 question of Spanish speaking employees, because that
10 is an issue that you have raised, but that I did not
11 hear raised by the committee. So do you have a
12 concept of how, you know, how many Spanish speaking
13 employees we're talking about potentially? And when I
14 say employees, I mean anyone who worked at the
15 factory?

16 MR. HALEGUA: Yes, Your Honor. And I'm not
17 trying to, you know, litigate every point, but on the
18 Spanish issue, I want to point out that it was in the
19 committee's initial objection that they filed Chinese
20 and Spanish. We have now at least three clients who
21 work at the Wellmade factory who are Spanish speakers,
22 who will be filing their notice to participate in the
23 FLSA action as per the individuals, because the
24 bankruptcy has already stayed and will eventually be
25 filing proof of claims.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
29

1 We've heard, according to them, they say
2 close to half of the workforce of the contingent
3 workforce was Spanish. I don't know and I don't --
4 but I think, you know, the problem is we haven't been
5 able to get a real exchange of information with the
6 Debtors as to any aspect to understand the pool of how
7 many people work there. What their nationalities
8 were, we don't know.

9 We know people who've been in touch with at
10 least 25 or so Latino workers. You know, how much it
11 is beyond that, we think the problem is the Debtor
12 does have a lot of this information or should have a
13 lot of this information. Right. There was a facial
14 recognition system, there was a fingerprinting system,
15 you know, that we know from our clients. That's why
16 we put in the declaration. I've never been able to
17 get an answer on that.

18 During the 341 meeting, we asked Mr. Baker
19 about it. And it's kind of, you know, we don't know
20 anything that happened before, you know, basically the
21 petition date or before my firm was hired. So, again,
22 you know, especially if we're talking about three
23 sentences, and I still object to not translating the
24 entire notice.

25 THE COURT: I'll get there in a moment.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
30

1 MR. HALEGUA: Right, but you know, why it
2 can't be done in Spanish? Like, why we're fighting
3 about this really confuses me. Even if it is only 25
4 workers, I don't see the harm in translating it to
5 Spanish, so.

6 THE COURT: Okay, Ms. Cho, what is the
7 committee's position on the need for and/or
8 appropriateness of including the language in Spanish
9 as well?

10 MS. CHO: Your Honor, as part of our
11 agreement with Mr. Elrod, we are dropping the
12 objection with respect to the Spanish workers.

13 THE COURT: Okay.

14 MR. ELROD: Your Honor, first, I just -- I
15 just have to say for the record, Mr. Halegua was
16 again, testifying as to facts that he believes his
17 clients have told him. I don't know how he's a fact
18 witness. He's filed a declaration --

19 THE COURT: Well, he's not testifying right
20 now. I asked him a question, and he answered it. I
21 mean, I understand the concerns about the declaration.

22 MR. ELROD: We contest his recitations of
23 what he says are facts. Your Honor, the Debtors don't
24 believe that providing notice in Spanish or providing
25 a complete translation is required.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
31

1 THE COURT: Well, how -- I mean, what
2 percentage of the Debtor's workforce, employees or
3 contracted, are Spanish speaking?

4 MR. ELROD: Bear with me one second, Your
5 Honor.

6 Your Honor, I'm told that the majority are
7 Chinese Mandarin speakers, but we don't know the exact
8 split. There are some English speakers as well.

9 THE COURT: All right, what is the -- I
10 guess, what is the Debtor's concern? I mean, let's
11 forget translating the whole form for a moment. But
12 if the Debtor is agreeing to include, you know, three
13 sentences in Mandarin, what is the problem with
14 including those same three sentences in Spanish?

15 MR. ELROD: Your Honor, the concern is a
16 practical one and really where the rubber meets the
17 road. And this relates to what the real essence of
18 Mr. Halegua's objection. That is, he wants to be the
19 gatekeeper of all these claimants. He wants to be
20 able to go out and solicit all these claims.

21 THE COURT: I understand, and I've already
22 said, I mean, I'm not ordering the Debtor to turn over
23 the employee information to him. I'm not going to do
24 that. So just with respect to -- I mean, if the Court
25 were to order, you know, whatever the three sentences

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
32

1 end up being in Mandarin, they also need to be in
2 Spanish. I mean, what is the concern about that?

3 MR. ELROD: Your Honor, I don't know if we
4 have an objection to that. I will point out something
5 that I pointed out to Mr. Halegua yesterday morning or
6 early afternoon when we spoke.

7 There's a big cultural barrier between
8 Mandarin speakers and Spanish speakers and English. A
9 Spanish speaker may well have found another job in the
10 United States where some of these Mandarin speakers
11 may have gone back to China. It's a lot easier to
12 translate Spanish to English, and we think that that's
13 not appropriate.

14 I will point out that while I know that some
15 states deviate, our English is effectively the system,
16 the language we use in the US legal system.

17 THE COURT: All right, so, Mr. Halegua, with
18 respect to the request that the entire proof of claim
19 form be translated, are there other cases, bankruptcy
20 cases, where the Court has ordered that the actual
21 proof of claim form itself be translated into another
22 language?

23 My reason for asking that is that the proof
24 of claim form, I mean, it's an official form of the
25 U.S. Courts. And so I don't even really know how you

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
33

1 go about translating. I mean, it would then become
2 not an official form anymore.

3 MR. HALEGUA: Yes, Your Honor, I'm not sure
4 about that. And I'm sorry if it was unclear in our
5 papers. We're not proposing that the claim -- that
6 the form itself needs to be translated.

7 THE COURT: Okay.

8 MR. HALEGUA: We would -- really just the
9 notice.

10 THE COURT: But when you say the notice, you
11 mean the entire notice, not just the three sentences,
12 because it kind of cuts both ways. I mean, part of
13 your argument and your objection is, you know, this
14 document has a whole bunch of legalese that nobody's
15 going to understand.

16 And on the one hand, I get that. You're
17 probably right. A lot of people understand it. A lot
18 of English speakers who read it don't really
19 understand what it says. Nevertheless, it is legal
20 notices that, you know, if we don't say all of those
21 things, then we haven't provided the notice and the
22 due process that we need to provide.

23 So it seems like to satisfy your concerns,
24 you know, maybe not translating the entire thing, but
25 instead having sort of a summary in, you know, that's

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
34

1 just like a short and to the point, like this is what
2 you need to do in Mandarin and possibly in Spanish is
3 what would make the most sense. So --

4 MR. HALEGUA: Yes.

5 THE COURT: So are you agreeing that sort of
6 having like a summary. I mean, I'm not trying to
7 force you into a position. I'm just trying to get
8 clarification on what it is that you're asking for so
9 that we can figure out how far apart part everybody is
10 and where to go.

11 MR. HALEGUA: Yeah. Thank you, Your Honor.
12 And like I said, you know, we're not -- we've been
13 trying to be constructive in thinking, because there's
14 more than one way that people can get effective
15 notice.

16 So to answer your direct question, you know
17 what we -- putting aside the question of whether we
18 and my law firm and Mr. Werner's law firm are involved
19 at all in the process, putting that aside, we still
20 think what we proposed as Appendix D, right, is much
21 more consistent with the type of notice that makes
22 sense in this type of situation. And I just want
23 to --

24 THE COURT: Help me. Sorry --

25 MR. HALEGUA: So that would be document

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
35

1 171-4.

2 THE COURT: All right. Give me a second.

3 MR. ELROD: This.

4 THE COURT: Okay. I mean, I can tell you
5 right now, Mr. Halegua, the Bankruptcy Court, the
6 bankruptcy process can be used, you know, the Debtor
7 is a Debtor in possession. And so the Debtor in
8 possession can send out notices to creditors and
9 parties and interests that have been approved by the
10 Bankruptcy Court. You are not an estate retained
11 professional.

12 So there's no scenario where the Court is
13 going to approve a notice that goes out that directs
14 creditors to you, which is what Appendix D does.

15 Now, there are some scenarios where a
16 committee, an official committee who has estate
17 retained professionals may request -- I mean, usually
18 this stuff comes up more in the context of
19 solicitation procedures for a plan versus a bar date
20 notice. I don't know that in private practice or on
21 the bench I've ever had a contested bar date notice
22 hearing.

23 That's not to say that the issues that you
24 all are raising are not legitimate. They absolutely
25 are. This is just a unique scenario.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
36

1 But as I was saying, you know, there are
2 some scenarios where an official committee may request
3 authority from the Court to send out, you know, a
4 letter or other notice to parties that may explain
5 some of these things. But Appendix D goes way beyond
6 anything that this court is going to approve, both in
7 terms of directing creditors to you.

8 And then also, while I absolutely think that
9 the Debtor should and the Court will require the
10 Debtor to provide notice of the bar date to, you know,
11 all potential creditors. That's a different thing
12 than sort of a document that gives creditors, oh, and
13 here are some suggestions of claims that you might
14 like to file against the Debtor. That's not the role
15 of the bar date. The bar date notice is just if you
16 have a claim, file it.

17 So having said that, I'm still in this
18 situation where I'm not -- I mean, I guess I can tell
19 you I'm not going to approve Appendix D. And so
20 having said that, you know, what is it specifically
21 that you want translated into Mandarin and Spanish?

22 MR. HALEGUA: You know, I think to do that
23 on the spot is hard. But basically, I would agree
24 that, you know, this is the type of thing I think we
25 could have easily worked out in advance, you know, had

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
37

1 we had cooperation on that, you know, a paragraph that
2 basically says in plain, you know, simple words, you
3 know, English, Mandarin, or Spanish, you know, if
4 you -- like Mr. Elrod is suggesting, you know, if you
5 worked here at the factory, right, not who was your
6 employee, because that gets into this whole corporate
7 shielding that was going on -- if you worked at the
8 factory. I think at any point we have issues with the
9 two years, because even an FLSA claim, the statute of
10 limitation is three years if it's willful. And a
11 trafficking claim is 10 years.

12 So I don't see any basis for limiting it to
13 two years. And the factory only existed for like four
14 or five years. So I don't know why it wouldn't just
15 be if you ever worked at the factory, right, and you
16 think that you might have a claim against it, then,
17 you know, here's how to, you know, file a claim or get
18 more information.

19 THE COURT: Okay.

20 MR. HALEGUA: So can I just say one thing to
21 clarify because we're very familiar with bankruptcy
22 procedures and I know what we're asking for is
23 unorthodox, but I just think it's worth mentioning
24 what we were trying to achieve because we actually are
25 interested in efficiency and streamlining this

SALE HEARING
IN RE WELLMAC FLOOR COVERINGS

September 29, 2025
38

1 process. Right.

2 There was a claim, there was a pending
3 district court case, and if the bankruptcy was filed,
4 let's say, maybe two months later, what probably would
5 have happened is we would have had our FLSA collective
6 certified, which we put the law in our brief to
7 explain that. That is a very low threshold. You
8 basically need to say all these people work there, all
9 of them weren't paid over time.

10 And what would happen is a notice probably
11 more aggressive than what we provided in Appendix D
12 where it basically does say you might have a claim for
13 money against Wellmade, if you worked there for more
14 than 40 hours a week, please call the plaintiff's
15 lawyers, you know, and see what your rights are.

16 So what could happen in this case is we
17 could approve the bar date notice. We can have very
18 ineffective notice that never gets to the right
19 people. And then in two, three months, we'll file
20 motion for leave to return to the district court to
21 have our FLSA collective certified, to have our class
22 certified, and then we'll go through another round of
23 notice and we'll be submitted subpoenaing, right,
24 these third party agencies, because simply asking
25 them, as they're involved in this criminal labor

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
39

1 trafficking enterprise, to voluntarily provide the
2 names of witnesses, to me, does not seem like a
3 reasonable effort.

4 But putting that aside, we would go through
5 this whole process, and then we would litigate about
6 whether or not the corporal certified class will do
7 another round of notice, et cetera, et cetera.

8 So our effort was to identify a narrow group
9 of creditors who are former employees, provide notice
10 that is something along the lines of what they would
11 be entitled to if the district court procedure wasn't
12 stayed or if we went back, you know, lifted the stay
13 and went back there. Right. So we don't have to do
14 this again in three or four months.

15 That was -- but just as I understand we're
16 not there, and I understand we have not made the
17 motion to lift the stay, but I just wanted to set the
18 table for that, to understand where we're coming from.

19 THE COURT: So let's think through that a
20 little bit because, I mean, I did read all that back
21 and forth in the papers. But you're right, there is
22 no stay relief motion pending, and I don't feel that
23 it's appropriate for me to sort of modify the stay or
24 grant relief that would be kind of that nature in
25 connection with a bar date motion process.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
40

1 So if the bar date notice is issued and the
2 bar date is, you know, November 5th, or I'm just
3 making up a date, whatever the bar date is, and that
4 passes and employees haven't filed a claim, and then
5 you later go get stay relief and send out these FLSA
6 notices, I mean, provided that the notice was the bar
7 date notice was effective, that, you know, the Court
8 finds that due process was provided, the Debtor did
9 what it could to get the notice out, then those claims
10 are stayed or, sorry, not stayed, they're barred.

11 So, I mean, there wouldn't be a round two of
12 notice, which is why it's very important that the
13 Court get this right in terms of what do we need to do
14 here to bar creditors. I mean, that's -- right? So I
15 don't think there's a round two. Unless, I mean --

16 MR. HALEGUA: Yes, Your Honor. I mean, I
17 think the goal, our goal in this whole process was to
18 make round one very robust and effective so we don't
19 end up in a situation where you have what will be
20 reported in the newspaper, Spanish and Chinese, is
21 when, you know, there's distribution to creditors
22 after this \$58 million sell, and then people are going
23 to come forward and say, hey, I work at Wellmade, and
24 then we're going to be having 50 hearings about
25 whether they read the Wall Street Journal and whether

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
41

1 that was adequate to -- every decision that I've seen,
2 maybe with one exception, comes up in the posture of,
3 I didn't actually get the notice, I'd like to file a
4 late claim. And was the notice appropriate? Which is
5 why we're trying to do this now.

6 And I just want to make one point before we
7 move on, Your Honor, which is the reason that we put
8 ourselves -- we don't need to be involved in the
9 process. My firm and Mr. Werner's. The problem is we
10 already -- we have to deal with the facts as they
11 exist. Which are, we have monolingual Chinese
12 speakers, as Mr. Elrod has already talked about, and
13 monolingual Spanish speakers.

14 Giving them the phone number of a claims
15 agent is helpful. But if they have if someone calls
16 and starts speaking in Chinese and doesn't even know
17 how to say, Wellmade in English, but only knows the
18 Chinese name of the company that they've used for the
19 last three years, how's that process going to go?

20 So if Mr. Elrod wants to work to provide a
21 system by which, you know, someone who speaks Chinese
22 and someone who speaks Spanish is actually going to
23 answer that phone, then I think we can work with him
24 and collaborate with him on that. Right? We're going
25 to do it cost free. That's being perceived as somehow

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
42

1 improper. That's fine. But there should be a way for
2 them to get more information.

3 For instance, to go click on a website that,
4 what, that then is entirely in English, right? These
5 are -- is the goal to facilitate them actually knowing
6 their rights and filing claims, or is the goal to do
7 the absolute bare minimum?

8 Again, I think if -- I've done this for 20
9 years, Your Honor, I've dealt with these types of
10 claimants. You know, there's a reality, right. The
11 more hurdles you pick up, the more they need to go
12 find a native English speaker to help them, the more
13 they need to go find a lawyer. They need to take a
14 day off from work in order to go find a lawyer who
15 will fill out a proof of claim for them. All those
16 things are huge deterrents, right?

17 So, you know, the more obstacles we want to
18 put up and the harder we want to make that you have to
19 go tell, you know, find someone to call this claim
20 agent with you who's only available from 9:00 to 5:00
21 when you're at work. That's an obstacle, right?
22 We're trying to facilitate, which is what would happen
23 in a collective action for people who are not paid
24 overtime for the work they actually performed to build
25 this \$58 million business. Right.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
43

1 Like the FLSA recognizes that, which is why
2 you have these claim pursuits, so I don't think we're
3 asking for anything improper. We want something that
4 they can understand, and if there's a number on it or
5 if there's a website to go to, that shouldn't be
6 equally mystifying.

7 THE COURT: All right.

8 MR. HALEGUA: They should have a chance in
9 their own language to understand what their rights
10 are, because these are not made up claimants. The FBI
11 has already intervened. And so to make it out like
12 these are all people who are going to tell lies and
13 need to be told about perjury when it's the Debtors
14 principals who are in jail or not -- out of jail, I
15 mean, there's a real flipping of the script that I
16 don't think is appropriate or appreciated.

17 And if my clients were here listening, I
18 mean, the offensive things that have been said about
19 people in China and what they understand about the
20 law -- I know Mr. Elrond's not testifying -- I take
21 strong issue with. And I would just note that, Your
22 Honor.

23 THE COURT: All right, understood. And I
24 really don't mean to cut you off. I'm making notes so
25 that I can -- I don't want to miss anything as I'm

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
44

1 trying to work through these various issues.

2 So okay. I mean, where I am at this point
3 is that, I mean, number one, the drafts of the orders
4 need to go to the committee and Mr. Halebua.

5 Number two, that we will endeavor to include
6 a summary paragraph in the notice in both Mandarin and
7 Spanish. And that, you know, Mr. Halebua, I would
8 request that you -- well, I don't know where we want
9 to start. I mean, the -- well, okay, let me ask you
10 really quick, Mr. Halebua.

11 So, you know, the Debtor proposed the
12 sentence that said, you know, it's signed under
13 penalty of perjury, and the consequence of that is,
14 you know, imprisonment or a fine. You know, the
15 committee opposes that. The committee wants it to
16 just say, signed under penalty of perjury. What is,
17 what is your position on that, that particular
18 sentence?

19 Is it -- I mean, I'm assuming you oppose the
20 imprisonment language. Do you agree with the
21 committee's proposal to just say it would be signed
22 under penalty of perjury?

23 MR. HALEGUA: I think if it's on the claim
24 form, which they have to sign in order to participate
25 in this process, it is absolutely unnecessary and

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
45

1 totally designed just to deter people.

2 THE COURT: Even just to say that it's going
3 to be signed under penalty of perjury?

4 MR. HALEGUA: I think it's on the claim
5 form. So let them get to that stage and then just --

6 THE COURT: But we're kind of going both
7 ways because it's like we want it all in Mandarin and
8 Spanish, but then we don't want certain things in
9 Mandarin and Spanish.

10 MR. HALEGUA: Well, we're not putting -- my
11 understanding is we're not putting everything in
12 Mandarin and Spanish. We're putting one paragraph.
13 So if now we're talking about one quarter or one fifth
14 of that paragraph is warning you about, you know,
15 legal enforcement, I just really understand if they
16 have to sign the proof of claim. Right. That says on
17 it, this is under the penalty of perjury. I don't
18 understand why it needs to be in the notice.

19 The goal of which should just be you have
20 rights and you should look at the proof of claim form
21 and, you know, figure out what you need to do to do
22 that. I don't see any why it needs to be in the
23 notice.

24 THE COURT: Okay, so. All right. So the
25 draft order needs to be circulated to the committee

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
46

1 and Mr. Halegua. Whatever the summary paragraph that
2 I do think, especially, you know, now that we've
3 talked through this universe of, you know, if their
4 intention is to try to get stay relief and go back to
5 the district court -- and look, I mean, at the end of
6 the day, whether I grant stay relief and let them go
7 back to the district court or not, I mean, whatever
8 claims get filed against the Debtor have to get
9 liquidated. I mean, it has to happen here or there.

10 And so even if they don't go back, I mean,
11 what we don't want is the bar date to pass, and then
12 we've got people showing up after the bar date saying,
13 you know, contesting that they received effective
14 notice, and then we're going through a whole
15 litigation process over whether notice was effective.
16 That is not productive for anybody.

17 So we should do what we can now to make sure
18 that the notice that is provided is as good as we can
19 possibly provide.

20 So having said that, you know, if we're
21 going to do a summary paragraph that's going to be
22 translated into Mandarin, in my mind, there's no
23 reason not to also translate that into Spanish. So we
24 can at least check that box that, you know, we don't
25 have native Spanish speakers coming back saying, I

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
47

1 didn't get effective notice because it wasn't in

2 Spanish.

3 So with respect to that summary paragraph, I
4 mean, when you're circulating the order, the draft
5 order and notice, you know, the Debtor needs to say
6 what its proposed language is. The committee needs to
7 say what its proposed language is. And Mr. Halegua,
8 you need to provide what your proposed language is for
9 this summary paragraph.

10 And, you know, I don't know that that is
11 something that I can decide on today because it, you
12 know, the parties haven't all traded that language to
13 know where they end up with that.

14 All right, okay. The phone number going to
15 the claims agent. So if you have questions about
16 filing your proof of claim, call this phone number.

17 MR. ELROD: It's actually a link to a
18 website. I don't know --

19 THE COURT: Okay. There is no phone number.

20 MR. ELROD: No, I mean, there is no claims
21 agent's website, but what we propose to translate is a
22 link.

23 THE COURT: Okay, so -- all right.

24 MR. HALEGUA: It's paragraph 28, that there
25 is a publication notice including a phone number.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
48

1 THE COURT: Okay. So --

2 MR. ELROD: That's a different issue.

3 THE COURT: Okay, so my question is whatever
4 the phone number is, like, wherever the phone number
5 shows up, it's the phone number of who, the claims
6 agent?

7 MR. ELROD: It would be Verita.

8 THE COURT: Okay. And is there -- I mean,
9 what sorts of questions is it that you're anticipating
10 that the claims agent would be answering in terms of
11 the mechanics of how to file the proof of claim
12 electronically?

13 MR. ELROD: Well, that's what would be the
14 appropriate questions. I'm concerned there's going to
15 be questions by Mandarin speakers and Spanish speakers
16 to the claims agent's employees who I don't know if
17 they speak either of those languages about legal
18 issues.

19 And so, I mean, certainly, I think they're
20 probably trained not to do it, but I don't know if
21 they're going to be able to communicate. And so
22 that's why we would suggest the website and the
23 language that's narrowly tailored to advise people of
24 their rights.

25 THE COURT: So I mean, I do think, you know,

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
49

1 a website is helpful in that, you know, you can --
2 there are a lot of features on a computer, on a phone
3 where you can translate websites into other languages.
4 So I mean, I think that is actually a useful thing.

5 So, Mr. Halegua, where -- I mean, I
6 understand that they have included a phone number in
7 the publication notice that they proposed. What is it
8 that you want in terms of a phone number? Do you want
9 there to be no phone number anywhere? Do you want a
10 phone number and if so, who do you want that to go to
11 other than yourself because you're not an estate
12 retained professional.

13 MR. HALEGUA: Yeah, I think Your Honor is
14 very -- I think that's a very good observation. I
15 think the website -- I would prefer, like you see on
16 many websites, probably including Greenberg Traurig,
17 if you looked at it, just a button at the top that
18 says Chinese and Spanish. Right? And you can click
19 on it and you can get the Chinese version so they
20 don't have to, you know, have their -- not these --
21 all these people aren't extremely tech savvy. Right?
22 These are people who came from other places to work in
23 factories.

24 So I think a button that says, you know, en
25 Espanol. Right. In Spanish, in Chinese, but then

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
50

1 they can just get the full notice in Chinese would be
2 ideal.

3 THE COURT: I don't know how to -- then
4 we're in a scenario where I'm ordering the claims
5 agent and their, you know, tech people to translate an
6 entire webpage. And I don't -- I think there's some
7 practical roadblocks. I mean, I don't mind that idea
8 conceptually, but I think there's some practical
9 roadblocks to that in terms of how the Court would be
10 able to provide assurances that that was accurate or,
11 you know.

12 So let's go back to the phone number
13 question. I mean, is it better to have a phone number
14 where there may or may not be people who speak Spanish
15 or Mandarin or better not to? I mean, I -- you know,
16 I --

17 MR. ELROD: I think that, practically
18 speaking, Your Honor, I'm sorry to cut you off.
19 Practically speaking, that would require the claims
20 agent to go out and retain people who can speak
21 Spanish and Mandarin.

22 THE COURT: Do you -- let me ask you. I'm
23 not -- but let me ask. Do you have associates that
24 speak Mandarin or Spanish?

25 MR. ELROD: We have -- certainly have

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
51

1 partners who speak Mandarin. I can't say with 100
2 percent certainty, but I'm as certain as I can be that
3 we have associates who speak Spanish because of our
4 Miami presence and Mexico City presence.

5 THE COURT: The reason that I ask and sort
6 of where I'm going with this, I mean, while it is not
7 ideal, you know, I have greater concerns about calls
8 going to a claims agent where, you know, they're not
9 necessarily prepared with what to say.

10 Whereas you and your, you know, colleagues
11 know that the answer is, I can't provide you legal
12 advice. I mean, that's the answer to the question is
13 I can't provide you legal advice. This is the website
14 where you go to file a proof of claim, and if we
15 would --

16 MR. HALEGUA: Or the claims agent would just
17 do that rather than having to contact --

18 THE COURT: I don't know that the -- I don't
19 have any way of knowing or providing assurances that
20 the claims agent has employees that speak Mandarin or
21 Spanish.

22 MR. HALEGUA: Right. Yeah. I mean, I think
23 we can ask. We -- I mean, I think at that stage,
24 maybe the person, if they're that committed, perhaps
25 will find someone who, you know, I mean, if the phone

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
52

1 number is really just going to be here's how you like,
2 click on the box and just very technical issues about
3 filing the claim, you know, then I'm not sure we care
4 all that much, to be honest, Your Honor, about, you
5 know, if having phone service available just means
6 like, yeah, you need to click the red box. I'm not
7 sure that's solving a huge problem. I don't mean that
8 in an offensive way.

9 THE COURT: No, I understand.

10 MR. HALEGUA: So I think we'd be okay with
11 maybe leaving the phone number as it is.

12 THE COURT: Okay. All right. And I mean,
13 for better or worse, I mean, I do think that's sort of
14 what it has to be. I mean, they can't, whether it's
15 the committee, whether it's Debtor's counsel, I mean,
16 they can't provide legal advice to creditors.

17 All they can really say is, you know, you
18 want to file a claim, you have to file it by this
19 date. I mean, they can basically recite exactly what
20 is in the notice document itself. They can't provide
21 information further than that.

22 MR. HALEGUA: Right.

23 THE COURT: Okay, so the draft order, the
24 summary paragraph, Mandarin, Spanish, leave the phone
25 number as is. All right, so now let's talk about who

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
53

1 we're sending this to and the different methods. So

2 when did the factory open, Mr. Elrod?

3 MR. ELROD: Your Honor, 2022.

4 THE COURT: Okay. And so it's only 2025

5 now. So you've proposed a two-year lookback to

6 providing notice to current and former employees. I

7 mean, how much more of a burden is it on the Debtor to

8 just provide the notice back to the opening of the

9 factory?

10 MR. ELROD: Bear with me.

11 THE COURT: Sure, take your time.

12 MR. ELROD: We're happy to do that, Your

13 Honor.

14 THE COURT: Okay, great.

15 MR. ELROD: I don't know how many left,

16 practically speaking, but we're happy to do that.

17 THE COURT: Okay, great. So it will be all

18 current and former employees who have ever --

19 employees or contracted workers who have ever worked

20 at the factory.

21 MR. ELROD: Now, one distinction I want to

22 note, so everybody is clear. There is an Oregon

23 operation, and there's a Georgia operation. There's

24 been no allegations about the Oregon operation. So

25 we're only limiting this to the Georgia employees.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
54

1 THE COURT: Are the Oregon employees
2 employees of --

3 MR. ELROD: They're employees --

4 THE COURT: Wellmade Flooring Coverings
5 International, Inc.?

6 MR. ELROD: They are, Your Honor, yes.

7 THE COURT: Then they need to get -- I mean,
8 look, any employee of any company is a potential
9 claimant of the company. They need to get a bar date
10 notice.

11 MR. ELROD: Within -- well, Your Honor, I
12 think there's law that suggests otherwise,
13 respectfully, but we, you know, we'll find the
14 universe of former employees. But that practically
15 speaking, that goes back a lot further is why I raised
16 that. That goes back to the early 2000s.

17 THE COURT: Okay, so --

18 MR. ELROD: We're focused here on noticing
19 those people who were working at the factory in
20 Georgia, which opened in 2022. That would be the
21 Debtor's position.

22 Now, if some of these former employees in
23 Oregon, to the extent they exist, I don't know if they
24 exist or not, had claims, they should have brought
25 them by now. Particularly ones from like the early

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
55

1 2000s.

2 THE COURT: All right, so Ms. Cho, what is
3 the committee's position regarding Oregon employees,
4 current or former?

5 MS. CHO: Your Honor, just, I think that we
6 should not differentiate between factories. I think
7 it should be uniform across all of the locations.

8 MR. ELROD: There's no factory in Oregon.
9 Just so we're clear.

10 THE COURT: Okay. They're employees of a
11 corporate office.

12 MR. ELROD: Correct. And a warehouse, I
13 believe, or warehouses.

14 THE COURT: There is a warehouse. Okay.
15 All right.

16 And Ms. Cho, what is the committee's
17 position on what the lookback period should be for the
18 Oregon employees, given that, you know, the Georgia
19 facility is easy, that only goes back to 2022. But if
20 the Oregon facility goes back to early 2000s, that's a
21 different situation. So how far does the committee
22 think that the Debtor needs to look back to send
23 notice to those employees?

24 MS. CHO: I think two years is fine, Your
25 Honor.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
56

1 THE COURT: All right, Mr. Halegua, your
2 position on Oregon employees.

3 MR. HALEGUA: Yeah, and just to be clear, I
4 don't represent any former Oregon employees. But the
5 FLSA is a three-year lookback. I'm not an expert on
6 Oregon law. Most tort claims in most states are, you
7 know, four to six years.

8 I think if you did -- there hasn't been
9 allegations that I've heard of labor trafficking at
10 those, which would be a ten-year statute. So I think
11 maybe four years is reasonable. If the goal is to
12 avoid people showing up later and saying, I have
13 claims, I think three or four years is reasonable.

14 THE COURT: Okay, so I think, I mean, given
15 that the, you know, other than the trafficking claims,
16 which I understand could have a greater lookback
17 period, if the other category of concern is FLSA
18 claims and that is a three-year statute, then we can
19 just say three-year lookback for Oregon current and
20 former employees.

21 Do you know, are the Oregon employees all
22 direct employees of the Debtor or are they also --
23 some of them also contracted employees?

24 MR. ELROD: I don't know that -- very small
25 number of contractors is what I'm hearing.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
57

1 THE COURT: Okay. All right, so the
2 universe is employees, both direct employees and
3 contracted employees of Wellmade Flooring Coverings
4 International Inc. back to the beginning of the
5 Georgia factory for -- back to, you know, 2022 for the
6 Georgia employees and a three-year lookback from the
7 petition date on Oregon employees.

8 MR. ELROD: Okay. I believe that the
9 universe would, for Georgia, would be three and a
10 half. So I think we're talking about six months,
11 roughly.

12 THE COURT: I mean, if it's, if it's easier
13 to do the same for both. I mean --

14 MR. ELROD: We'll look at what the numbers
15 look like, Your Honor.

16 MR. HALEGUA: We have clients, I think, who
17 started there prior to the official opening date. So
18 we would really propose, at least for Georgia, it's
19 just -- and we're not talking about a lot of people,
20 just anybody who worked there. Right. Because if
21 they were involved in the construction of it or
22 setting it up --

23 THE COURT: What was the opening date?

24 MR. ELROD: I believe it was February of
25 2022.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
58

1 MR. HALEGUA: Yeah, we have people who were
2 there in 2021 for sure.

3 MR. ELROD: I believe there's a factual
4 issue there, Your Honor. I don't know how some of
5 these workers could have been there. Factory workers,
6 I mean --

7 (Overlapping voices)

8 MR. HALEGUA: -- the area to set up.

9 THE COURT: If you're saying that the doors
10 of the factory opened on February 1st, I mean, it
11 would make sense that there could have been workers
12 there prior.

13 MR. ELROD: Typically, you would have a
14 contractor that would do that work.

15 THE COURT: Sure. I'm not suggesting that
16 they were building the factory, but there are things
17 that happen between, you know, the construction
18 workers leave and people are moving things in. People
19 are setting things up.

20 I mean, I don't know, but I can certainly
21 conceive of a situation where employees of the company
22 are assisting with sort of the move in process and the
23 opening process prior to quote/unquote opening day, if
24 you will.

25 MR. ELROD: Perhaps. I don't -- you know, I

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
59

1 suppose we'll get to those facts to the extent, if
2 that's what the Court is ordering, we'll get to those.

3 THE COURT: So, Mr. Halegua. What -- well,
4 right. I mean, that's the other thing. I mean,
5 you're either going to have records indicating that
6 you had this employee on, you know, December 1st of
7 2021, or, or you're not.

8 MR. ELROD: Right.

9 THE COURT: So. Mr. Halegua, what date in
10 2021 are you comfortable starting with?

11 MR. HALEGUA: I really just think it should
12 be anyone who worked at the -- at the facility.

13 THE COURT: Okay. Which I mean --

14 MR. HALEGUA: For Georgia, because we're
15 talking about a few months this way or that way, I'm
16 not sure.

17 THE COURT: So it either exists --

18 MR. HALEGUA: What we're accusing.

19 MR. ELROD: So just so we're clear, if XYZ
20 Construction Corp. constructed the facility, I don't
21 think we have any obligation to notice them.

22 THE COURT: Agreed. They would not be an
23 employee or a contracted employee.

24 MR. ELROD: Right. Well, they could be an
25 independent contractor.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
60

1 THE COURT: Why would a construction -- I
2 mean, they should be an executory contract
3 counterparty. Right? Not an --

4 MR. ELROD: Possibly.

5 THE COURT: -- not an independent contractor
6 of the company.

7 MR. ELROD: Possibly. But I just want to
8 make sure that we're not -- we're not opening the door
9 to, you know --

10 THE COURT: That's not my intention.

11 MR. ELROD: Okay.

12 THE COURT: That's not my intention. I
13 mean, I don't know why a construction person would
14 be -- I mean, I guess if a construction person was an
15 independent contractor of the Debtor, they can get the
16 notice, too. But I don't know why the Debtor would
17 have -- it's employees of the Debtor.

18 MR. ELROD: Employees or independent
19 contractors.

20 THE COURT: Employees or independent
21 contractors.

22 MR. ELROD: Right, right.

23 THE COURT: Or these -- I don't want to
24 limit it. I mean, what I'm really referring to are,
25 you know, people who are contracted through these

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
61

1 staffing agencies.

2 MR. ELROD: Okay.

3 THE COURT: All right, so we're landing on

4 and employee or contracted employee who worked at the

5 Georgia facility just ever. And then Oregon employees

6 and contracted employees going back three years.

7 And I mean, look, if you, you know, get into

8 coming up with this list and figure out that for some

9 reason all of the construction workers were listed as

10 independent contractors and you don't want to provide

11 notice to them, I mean, you can come back to the

12 Court, and we can talk about whether we need to

13 provide notice. But that would be odd.

14 MR. ELROD: I mean, what I would envision is

15 if you have independent contractors who are installing

16 factory equipment, I don't know that those are the

17 same workers who then, in turn, operate the factory

18 equipment.

19 THE COURT: I mean, I also don't know what

20 the harm would be in sending those people a notice.

21 Unless it's a large universe of people.

22 MR. ELROD: I don't -- again, I'm

23 speculating here, but I'm just pointing out issues.

24 THE COURT: All right. Okay. All right.

25 So now, so that's the universe of employees

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
62

1 who need to receive notice. So now let's talk about
2 how that notice is going to be sent.

3 So the Debtor has proposed U.S. Mail and
4 email. I know, Mr. Halebua, that you have also
5 proposed that it be sent through WeChat. Are there
6 other -- well, let me get clarification on WeChat.

7 So how is it exactly that you would want
8 them to send it through WeChat?

9 MR. HALEGUA: Yeah.

10 THE COURT: So, for example, is there an
11 existing group WeChat that you want them to send it
12 to, or you want them to create a new thread? For lack
13 of a better -- I've not used WeChat. What's that?

14 MR. HALEGUA: Yeah. Again, Your Honor, this
15 is the kind of thing that's like trying to design any
16 discovery request without any meet-and-confer about
17 what's been done for the past five years and what
18 information the Debtor has. So we're really shooting
19 in the dark.

20 What we know is that at the time, as we
21 provided in Mr. Leo's declaration, there were certain
22 group chats set up by the company that they used to
23 communicate with workers.

24 So I would say anything that still exists,
25 it could be sent to those groups. And we need a way

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
63

1 of determining whose WeChat contacts they still have.
2 You know, my understanding is that George -- Mr. --
3 one of the brothers, you know, I believe his cell
4 phone was confiscated by the FBI.

5 Allen, the other one, I'm not sure. I'm
6 sure Mr. Elrod has, you know, done his due diligence
7 to find this out. But, you know, he's still working
8 at the company, is getting paid \$600,000 a year as a
9 consultant. So certainly any contacts that he still
10 has on his phone, right, those people should receive
11 notice.

12 Whether we want to put them all in a group
13 and send it out, I think that makes sense for kind of
14 tracking purposes. That seems reasonable, you know,
15 if you want to combine the people who are in the
16 existing groups and any other contacts on his phone
17 or, you know, other former employees' phones.

18 You know, the problem is that this is what
19 they actually use. Right. And it's most -- I don't
20 know if they had business phones or if they only had
21 personal phones. There's a lot I don't know because
22 we haven't had any cooperation. But yeah, the idea is
23 whether it's individually or by one group, it works
24 very, very much the way as WhatsApp does.

25 I also know there's ways to set up a con- --

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
64

1 You know, you could set up an account and then you can
2 sort of blast out to every person who, you know, is
3 friends. Right. Accepted an invitation from that
4 account. Right. You get these messages on Chinese
5 New Year for everyone in someone's contact list,
6 right, that are just, hello, Happy New Year.

7 You know, we probably have to talk to a sort
8 of WeChat, someone who does that as to the most
9 efficient way. But it really depends on what
10 information, you know, the Debtors still have and are
11 willing to, you know, and are going to provide as to
12 the people.

13 THE COURT: All right, and let me ask you,
14 so how many Chinese clients do you have at this point
15 in connection with Wellmade?

16 MR. HALEGUA: We have about 14, I believe,
17 Your Honor.

18 THE COURT: Okay. All right, all right.
19 And are there -- so we've got U.S. Mail, email. You
20 would also like WeChat. Are there other methods of
21 providing the notice that you would also -- so I know,
22 for example, there's the question of where should the
23 publication notice go? I mean, where do you want the
24 publication notice to go?

25 MR. HALEGUA: We would suggest at least one

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
65

1 or two of the Chinese language papers, of which
2 there's only a small number in the United States. And
3 I think doing it one time, we can agree to that. I
4 think if you're doing it in the Wall Street Journal,
5 do it in one or two Chinese papers and one or two
6 Spanish papers for the publication.

7 THE COURT: And what are -- I mean, tell me
8 what papers it is that you --

9 MR. HALEGUA: I mean, in a perfect world, I
10 would interview people about what they read. I mean,
11 the World Journal is a very well-known Chinese
12 publication.

13 THE COURT: World Journal, is that what you
14 said?

15 MR. HALEGUA: Yes, Your Honor. They have a
16 website. I think that would be a good starter point.

17 THE COURT: All right, and then what about
18 Spanish?

19 MR. HALEGUA: I might defer to my -- I think
20 El Diario, I know, is at least in New York. I think
21 it has a national reach.

22 THE COURT: All right, and then what are
23 your thoughts on -- I mean, do you think that they
24 need to publish it in an English newspaper? And if
25 so, which one?

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
66

1 MR. HALEGUA: I mean, you know, I think -- I
2 don't have an objection to the Wall Street Journal as
3 a means of getting it out as long as those other ones
4 are also, you know, there's also notice in those other
5 forms.

6 THE COURT: All right, and do you -- I mean,
7 how do I -- I really don't mean this with any negative
8 intent behind it. My, you know, my experience
9 generally is that providing publication notice is sort
10 of something that we, you know, bankruptcy
11 practitioners do as kind of a catch-all. Because
12 it's, you know, you go through the case law and it
13 says that if you've done that, that can kind of cover
14 you for this catch-all.

15 I mean, even publishing in, you know, the
16 World Journal and El Diario, I mean, do you think that
17 that is going to provide actual notice to some people?

18 MR. HALEGUA: Yeah. I mean, might it to
19 some people? Yes, but I take your point. I mean, in
20 my understanding of the law as well. Right.
21 Publication is the Hail Mary catch-all. That's why
22 I'm not -- I don't -- I'm not asking the estate to
23 spend a ton of money, you know, to be in every Chinese
24 and Spanish paper. I think really --

25 THE COURT: Really in most bankruptcy cases,

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
67

1 you pick one newspaper and that's it. I mean, maybe
2 two. So I guess my question for you is, I mean, if
3 there's a real reason for publishing it in a Chinese
4 and/or Spanish newspaper, I mean, I will consider
5 ordering that. But if we're not accomplishing
6 anything by publishing it there --

7 MR. HALEGUA: Yeah. Well, let me say this,
8 Your Honor, I think, you know, the focus should really
9 be on, right, the knowable claimants. Right. The
10 known claimants.

11 THE COURT: Right.

12 MR. HALEGUA: And I have serious concerns
13 with what's been described. I think we've done --
14 made a lot of progress today on the form of notice and
15 what it will look like. I think, you know, the WeChat
16 will be helpful, and I think that, you know, for the
17 Latino employees, probably text message and maybe
18 WhatsApp is more what they used, according -- well, my
19 colleague Dan Werner is telling me who's interviewed
20 those clients.

21 I think the real question is, are we making
22 a real effort to get the names and contact information
23 of these contractors or not? And the way it's been
24 described by Mr. Elrod is kind of like, yes, we know
25 these people might be investigated for human

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
68

1 trafficking and oh, shock, they're not returning our
2 phone calls. Right.

3 What are we looking at in terms of the
4 Debtor's own records, right, to find that information.
5 Right. How else are we trying -- you know, I'm not
6 sure that it's really been exhausted, and I have
7 serious concerns because at every step along this
8 process, it's been trying to find ways to limit the
9 pool of people who get noticed.

10 MR. ELROD: Your Honor, I represented to the
11 Court, at least on one occasion this morning, that we
12 have exhausted our search of the Debtor's records. I
13 don't appreciate the implication. I've also been
14 accused of using lethal language. I think the tone of
15 Mr. Halegua's presentation this morning is not
16 appropriate.

17 THE COURT: All right, let's back up and we
18 can all try to take the tone down a little bit. So
19 the -- all right, let me go -- I'll address the
20 universe question more thoroughly. But let's continue
21 our discussion.

22 So WeChat is a request. Newspapers, maybe
23 that's not really quite as important. Is there
24 another request -- you sort of mentioned WhatsApp. I
25 mean, is there another specific request of how you

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
69

1 want this information to go out?

2 MR. HALEGUA: Yeah, I think to the extent
3 that they have people's phone numbers or WhatsApp that
4 it should be sent out through those methods. Right.
5 If that's what was used to communicate with them, to
6 recruit them, to tell them what station to be at, then
7 that's how the notice should go up.

8 MR. ELROD: Practically speaking, I would
9 just note, I don't know who I'm texting on WeChat or
10 who the Debtor's professionals will be texting on
11 WeChat or WhatsApp. There's a lot of unknowables
12 there.

13 THE COURT: I mean, all right. I guess what
14 I'm struggling with a little bit, I mean, on the one
15 hand, if WeChat or WhatsApp was, you know, a method
16 that the employer used to regularly communicate with
17 the employee in terms of, you know, recruitment and
18 things like that, then, you know, possibly I could see
19 sending something out regarding the bar date notice,
20 you know, phone numbers.

21 I mean, I'm not aware of a bankruptcy case
22 where the Court has ordered that the Debtor send out,
23 you know, a bar date notice via text message. I'm not
24 aware of that. And that seems like that would be very
25 cumbersome to do via text message. You mentioned

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
70

1 phone number.

2 And then, you know, you also mentioned that,
3 you know, the communication via WeChat or WhatsApp
4 could have been something in the nature of, you know,
5 what station to go to or something.

6 And I don't, I don't -- I have concerns
7 about saying that, you know, anyone who ever received
8 a WeChat or a WhatsApp message from someone at the
9 Debtor should get this bar date notice through WeChat
10 or WhatsApp. I mean, that just seems sort of far
11 beyond at least what I'm aware of other bankruptcy
12 courts having ordered.

13 And I'm not sure. I mean, maybe this goes
14 back to, you know, the ultimate question is, what does
15 the Debtor have? I mean, so remind me the name of the
16 owner in Oregon.

17 MR. ELROD: There are two co-owners, Your
18 Honor, and these are their anglicized names, right?
19 George Chen and Allen Chen.

20 THE COURT: Right. But the one based in
21 Oregon.

22 MR. ELROD: The one based in Oregon is Allen
23 Chen.

24 THE COURT: Allen. So because George has
25 been arrested, indicted.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
71

1 MR. ELROD: He has not been indicted. He's
2 been arrested and he's released.

3 THE COURT: Okay. He's released.

4 MR. ELROD: There is no criminal action
5 pending.

6 THE COURT: And was his -- were his devices
7 seized?

8 MR. ELROD: That's the first I'm hearing of
9 that. So I'm not sure if they have or they haven't
10 been.

11 THE COURT: Okay. So, I mean, I guess one
12 of the questions is, and this, you know, WeChat and
13 WhatsApp are only even arguably necessary if the
14 Debtor doesn't have, you know, otherwise good contact
15 information for people.

16 So, you know, walk me through a little bit
17 or point me to, if you filed it, you know, information
18 about how does the Debtor know? How is the Debtor
19 going about compiling this universe? And how do we
20 know or how much certainty do we have that we've, you
21 know, we're coming up with the whole universe.

22 So, for example, if there are two staffing
23 agencies who won't return your phone calls, how many
24 independent contractors worked for those two staffing
25 agencies?

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
72

1 MR. ELROD: Your Honor, I will say we've
2 compiled, and I'll just walk the Court through it,
3 we've compiled a list of all current employees. These
4 are direct employees, not independent contractors.
5 For both entities, Oregon and Georgia. We have a list
6 of former employees, as well, that we have in our
7 records.

8 THE COURT: Hold on, let's -- sorry, I asked
9 you to do it, but then now my mind is working in a
10 specific order. So you have a list of all current
11 employees who are direct employees of the Debtor.

12 MR. ELROD: Right.

13 THE COURT: That makes sense. I would
14 expect that. What about all current contracted
15 employees?

16 MR. ELROD: Yes, we have that list, Your
17 Honor.

18 THE COURT: Okay. That also makes sense.
19 And so when you say you have that list, you have those
20 employees mailing addresses and email addresses?

21 MR. ELROD: Yes, we do, you, Honor.

22 THE COURT: Okay. For actual employees --

23 MR. ELROD: I'm looking at her because Ms.
24 McGregor was doing a lot of the legwork on this.

25 THE COURT: For actual employees and

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
73

1 contracted employees?

2 MR. ELROD: Yes, Your Honor.

3 MS. MCGREGOR: Correct.

4 THE COURT: Okay.

5 MR. ELROD: And if you would like Ms.

6 McGregor to address the Court, because she handled a

7 lot of legwork on this, I'm happy to let her.

8 THE COURT: Okay. Either way, whatever --

9 MR. ELROD: It may be more efficient.

10 THE COURT: That's fine. All right, so

11 we've got mailing addresses and email addresses for

12 current employees and current contracted employees.

13 All right, so with respect to former employees, what

14 do you have?

15 MS. MCGREGOR: If they were contracted

16 through Faven, which is our agency that we still use,

17 they have given us all of their contracted independent

18 contractors that they have contracted with us, I

19 believe, over the past two years is what we originally

20 asked for. And that's names and email addresses

21 through Faven, which is one of the four independent

22 contracting agencies.

23 THE COURT: Okay, but presumably, if they've

24 given you that for the two years, they could give you

25 that for the longer lookback period.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
74

1 MS. MCGREGOR: Yes, Your Honor.

2 THE COURT: Whether in Georgia and three
3 years in Oregon. Okay, so that's through. What was
4 the name of that agency?

5 MS. MCGREGOR: Faven, F-A-V-E-N.

6 THE COURT: Okay. All right. And so what
7 are the other contract agencies that were -- so that's
8 the only one that the Debtor uses now?

9 MS. MCGREGOR: Yes, I believe so.

10 THE COURT: Okay, and what are the agencies
11 that the Debtor has used in the past?

12 MS. MCGREGOR: Joinwin. And I believe it's
13 spelled J O I N W I N.

14 THE COURT: Okay. And do you know when that
15 was used? I understand I'm putting you on the spot,
16 so you may not know the answer to some of these
17 questions is.

18 MS. MCGREGOR: Just pre-petition is all I'm
19 aware of.

20 THE COURT: Okay. All right. And so what
21 have they given you in terms of former employees?

22 MS. MCGREGOR: They have not given us
23 anything. I have emailed them, called them, been hung
24 up on by them probably seven or eight times.

25 THE COURT: Okay, and do you have an idea of

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
75

1 how many?

2 MS. MCGREGOR: We have a rough list that was
3 based off a prior invoice that we received, just of
4 names. We have no other information. I don't have
5 the exact number without looking at the Excel chart
6 that I've made, which is not currently in front of me.

7 So we have a rough list of names based off a
8 prior invoice.

9 THE COURT: And I understand you don't have
10 the Excel in front of you, but I mean, are we talking
11 about tens of people or hundreds of people?

12 MS. MCGREGOR: Thirty people at most.

13 THE COURT: Okay. All right. And you --
14 but you have a list of names that you have compiled
15 based off of invoices that were sent?

16 MS. MCGREGOR: Yes.

17 THE COURT: Okay. And so theoretically, the
18 Debtor could check to see whether they had contact
19 information for those 30 individuals --

20 MS. MCGREGOR: I believe we have --

21 THE COURT: -- on WhatsApp or WeChat or --

22 MS. MCGREGOR: Yes. I don't -- in our
23 review of the records, we did not have any additional
24 information other than names. I don't know that I --
25 I have not been on WeChat or worked with anyone in

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
76

1 that respect, but just in our actual physical records,
2 I don't think we had any additional information.

3 THE COURT: Okay. I mean, Mr. Halegua, who
4 is it at the Debtor that was communicating with
5 individuals through WeChat or WhatsApp?

6 So for example, if I'm going to tell them,
7 you need to go see if you've got these people's
8 contact information on WhatsApp or WeChat, who would
9 we be telling them to go ask?

10 MR. HALEGUA: Yeah. So, I mean, as we look
11 at Mr. Leo's declaration and we filed some samples of
12 the WeChat conversations, and I can get you 100 more
13 if the Court wants, but at a minimum, we know George
14 Chen, who was one of the owners, who is now, you know,
15 out of jail, you know, pursuant to his bond
16 arrangement or bail arrangement.

17 But Allen Chen, who's still working at the
18 company, is on these, you know, is on these WeChats,
19 in these groups, making comments. So I think Allen
20 Chen is a good starting point.

21 THE COURT: Okay.

22 MR. HALEGUA: The other reason we put it in,
23 you know, and maybe the Court was wondering why in our
24 declaration about the fact that, you know, the
25 defendants in our civil case, right, the individuals,

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
77

1 you know, have been binding former Wellmade employees,
2 Wellmade employees in China to contact our plaintiffs
3 and tell them to give up their lawsuit, which I'm not
4 here to litigate, but certainly shows that they seem
5 to have a way of finding them when they want to find
6 them and a way of contacting them when they want to
7 find them. And that's all on WeChat.

8 So I think if we start with Allen Chen and
9 look -- you know, Mr. Lu was the other one, the
10 supervisor who's also been arrested, but his wife
11 actually would be his wife, Mr. Lu's wife, has been
12 contacting -- trying to contact our clients, despite a
13 district court order not to do so. So I think her
14 WeChat certainly must have --

15 THE COURT: Is she an employee of the
16 Debtor? I mean, I don't know --

17 MR. HALEGUA: I don't know if she still is.
18 But she was for a long time. I believe she still is.
19 I'm sure the Debtor can clarify that.

20 THE COURT: Is Ms. Lu an employee of the
21 Debtor?

22 MS. MCGREGOR: Not to my knowledge, Your
23 Honor.

24 MR. ELROD: Not to my knowledge, Your Honor.

25 MR. HALEGUA: Well --

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
78

1 THE COURT: Was she an employee of the
2 Debtor?

3 MR. ELROD: To our knowledge, no, Your
4 Honor. I'm assuming -- if I understand this is George
5 Chen's spouse?

6 MR. HALEGUA: No, this is -- so George Chen
7 was the owner. Jen Jun Lu was the factory manager who
8 was also arrested. His wife --

9 THE COURT: That was George's nephew or
10 something like that?

11 MR. HALEGUA: Yeah. So George was arrested,
12 his nephew was arrested, and the factory manager, Mr.
13 Jen Jun Lu, was arrested.

14 THE COURT: Okay.

15 MR. HALEGUA: The other brother, Allen, was
16 not. But Jen Jun Lu's wife also came over from China
17 with him, is our understanding, and had a position as
18 a general manager of the factory. Her name is Li Ying
19 Lu. L-I Y-I-N-G. Last name L-U. She has been
20 contacting former Wellmade employees, and she was the
21 former general manager. I don't know if they fired
22 her once the raid happened or not, but she's certainly
23 acting on behalf of various Wellmade affiliated
24 individuals, telling them to drop their claim. So I
25 don't think it's inappropriate to look at her cell

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
79

1 phone, as well, and see whose names she has.

2 MS. MCGREGOR: She's not -- none of those
3 individuals he listed are currently at the company or
4 have been since us or Aurora was engaged.

5 THE COURT: Okay. All right. Okay. So
6 that's Joinwin. What other contracting agencies are
7 we dealing with?

8 MS. MCGREGOR: Starwin is another one.
9 S-T-A-R-W-I-N -- they have sent us -- I believe we had
10 about 12 names, and I believe they sent us 8 of those
11 12 names, including names and email addresses.

12 THE COURT: And what did they say about the
13 other four?

14 MS. MCGREGOR: That they did not have them
15 listed, that they were not employees. They did not
16 have them in their records.

17 THE COURT: Okay. And that goes back the
18 two years. So is it possible they would have some
19 going back further?

20 MS. MCGREGOR: I asked them to send over
21 anyone that they had, Your Honor.

22 THE COURT: Anyone that they had.

23 MS. MCGREGOR: Yes. I believe that the list
24 that we had put together was going back about two
25 years, but I did ask them to send over anyone.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
80

1 THE COURT: Okay, so Starwin has sent
2 anything that they had, including email addresses.

3 MS. MCGREGOR: I believe with theirs it was
4 just names and physical addresses were those is what
5 they provided.

6 THE COURT: Did they not have the email
7 addresses?

8 MS. MCGREGOR: I asked them to provide us
9 all contact information and that is what I was given.
10 I did not ask specifically -- I can go back and ask
11 about an email address. But I just asked for their
12 contact information, and they provided me with the
13 physical addresses.

14 THE COURT: All right, next contracting
15 agency.

16 MS. MCGREGOR: Is OSMS. Or Garrett Services
17 3.

18 THE COURT: Okay.

19 MS. MCGREGOR: I have tried multiple
20 different phone numbers. The first number I tried was
21 disconnected. This is second phone number I tried,
22 which was provided on an invoice that they had sent
23 us, the person acted like they didn't know who I was
24 asking for, the company I was asking for, and then
25 hung up on me. And that happened more than once.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
81

1 THE COURT: Okay, and how many -- did you
2 compile a list of names based off of invoices from
3 that company?

4 MS. MCGREGOR: We did, Your Honor.

5 THE COURT: And about how many?

6 MS. MCGREGOR: That one is -- it was
7 slightly larger, but I want to say about 60, no more
8 than 100.

9 THE COURT: Okay.

10 MR. HALEGUA: I'm sorry, which company was
11 that?

12 THE COURT: OSMS, also known as Garrett
13 Services 3.

14 MR. HALEGUA: Okay.

15 THE COURT: All right. But you have the
16 list of names based off of invoices. Okay. All
17 right, next.

18 MS. MCGREGOR: That's all of them, Your
19 Honor.

20 THE COURT: Okay, so what we've got for the
21 universe, we've got all current employees' mailing
22 addresses and email addresses. We have all current
23 contracted employees' mailing addresses and email
24 addresses. We have or will be able to get all former
25 employees contracted through Faven, including their

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
82

1 names and email addresses. And it sounds like Faven
2 must be the bulk of contracted --

3 MS. MCGREGOR: They are, Your Honor. I will
4 just let you know that through these efforts, I have
5 gotten over 300 names, including former employees,
6 independent contractors, current and former, through
7 Faven. And so we have gotten the majority already.

8 THE COURT: Okay.

9 MS. MCGREGOR: So again, it's just, you
10 know, that very small list from these two independent
11 contractors that we don't have.

12 THE COURT: Okay. And then we have Starwin,
13 who -- it was a very -- it was a small group. It
14 was -- the Debtor thought it might be about 12
15 employees, but they sent quite, quote/unquote,
16 everything they had. And that was only eight
17 employees, although they did not provide email
18 addresses.

19 So if you would, please check with them
20 again on whether they have email addresses. But so
21 what we're left with is the Debtor has about 30
22 contracted employees from Joinwin, 60 to 100
23 contracted employees from OSMS/Garrett Services. And
24 then let's just go ahead and say the 12 from Starwin,
25 where you don't have email addresses.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
83

1 So if you would please check with them again
2 on whether they have email addresses. But so what
3 we're left with is the Debtor has about 30 contracted
4 employees from Joinwin, 60 to 100 contracted employees
5 from OSMS/Garrett Services, and then let's just go
6 ahead and say the 12 from Starwin where you don't have
7 email addresses.

8 And so, I mean, I do think that it's
9 appropriate to -- and you already have the list, and
10 you've already done the work of putting together the
11 list of names, so it seems appropriate -- I mean,
12 Allen Chen is still the owner of the Debtor and still
13 employed by the Debtor.

14 And so to ask him to check his devices to
15 see whether he has contact information for these
16 people in WeChat and/or WhatsApp and/or a phone number
17 or email address -- I mean, just whatever he has. And
18 then -- I mean, you know, you sent him the
19 spreadsheet, Ms. McGregor, and tell him to go check
20 his stuff and then he could fill in the contact
21 information on the spreadsheet.

22 To the extent that you have access to George
23 Chen. I mean, I don't know if -- you know, I don't
24 know if you do or not. I mean --

25 MR. ELROD: Your Honor, I believe we can

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
84

1 access him. You know, I don't know what he's
2 willing --

3 THE COURT: Right.

4 MR. ELROD: Obviously, he's got privilege --

5 THE COURT: Sure.

6 MR. ELROD: -- issues that he's facing, so.

7 THE COURT: Sure. I guess my point is, you
8 know, whatever it is that the Debtor can do to try --
9 I mean, you've done the hard work, which is going
10 through these invoices and putting the list of names
11 together. So whatever the Debtor can do to send that
12 list to its employees, its owners to try to get, you
13 know, an email address or a phone number.

14 I mean, I don't -- does WeChat work the -- I
15 mean, WhatsApp is based on your phone number.

16 MR. ELROD: Right, yeah.

17 THE COURT: So you do know who you're
18 messaging and you know the phone number that, you
19 know --

20 MR. ELROD: I've talked with Mr. Halegua
21 about this. It sounds like it's not a phone number.
22 It's not phone number, which is what concerns me.

23 THE COURT: Okay. Is it a phone number, Mr.
24 Halegua, or is it more like a Facebook messenger
25 situation?

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
85

1 MR. HALEGUA: It is 100 percent phone number
2 based.

3 THE COURT: Okay.

4 MR. HALEGUA: You can't register a WeChat
5 account without a valid phone number.

6 THE COURT: Okay.

7 MR. HALEGUA: The whole point, Your Honor,
8 is that like WhatsApp, when you go to another job, go
9 to another state, go to another country, you can
10 switch that phone number and your ID will stay the
11 same.

12 THE COURT: Understood. Okay. All right.
13 So take your spreadsheet and, you know -- I mean, you
14 could start with -- sorry -- with Allen Chen. But I
15 mean, I would encourage the Debtor -- I mean, whoever
16 you have at the Debtor who might have these people's
17 information -- I mean, again, to me, this is all --
18 it's ultimately protective of the Debtor, if you want
19 the bar date notice to be effective. That's what
20 we're trying to do here.

21 MR. ELROD: Your Honor, I want to be very
22 clear because there's been a lot of misconceptions
23 here based upon things that Mr. Halebua had said. We
24 intend to notice all current and former employees and
25 contractors. That's what we've been doing since the

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
86

1 outset of the bar date issue. We've been taking --

2 THE COURT: Right.

3 MR. ELROD: -- efforts as Ms. McGregor just

4 detailed. We're not hiding anything.

5 THE COURT: Right.

6 MR. ELROD: We want to protect the Debtor --

7 THE COURT: And so what I'm -- so what I'm

8 doing -- I mean, I think where I'm landing is for

9 anybody that you have an email address for, that's

10 good enough. I mean, U.S. Mail and email is good. If

11 you've got the email address, then that's where it can

12 go, and that's fine.

13 I don't know why WeChat or WhatsApp would be

14 better than an email address. If somebody's not

15 checking their email or whatever, I mean, I can't help

16 that.

17 But we've got this relatively small universe

18 of former employees that we don't have their mailing

19 address and we don't have an email address. And so

20 all I'm trying to do is come up with some system for

21 the Debtor to try to find that small universe of

22 former employees' contact information.

23 MR. ELROD: Understood, Your Honor. I just

24 don't know whether they were ever communicated with by

25 those mechanisms.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
87

1 THE COURT: Well, and I don't know either.

2 MR. ELROD: Right.

3 THE COURT: And neither does Mr. Halegua.

4 So we have to find that out.

5 MR. ELROD: Right. And there's -- I would
6 imagine there are some who don't fall into any
7 category who are just out there that may have been
8 contractors at some point in time. We didn't
9 communicate with them via WeChat and didn't
10 communicate with them via text message, email, snail
11 mail, et cetera.

12 THE COURT: Right. And so for those
13 individuals, I mean, I don't know what the Debtor can
14 do other than, you know, mail your packet of bar date
15 notices with -- so if it's, you know, John Doe 1 --
16 except, I mean, you have a real name because you've
17 come up with a list of names.

18 So, you know, your UPS or FedEx envelope to
19 OSMS/Garrett Services 3 has a package with a whole
20 bunch of individual envelopes in it. You know, one
21 for each -- with each person's name on it, and then
22 your cover letter saying, please pass these along to
23 these contracted employees --

24 MR. ELROD: Happy to do that, Your Honor.

25 THE COURT: -- who were contracted through

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
88

1 you. I mean, I don't know what else the Debtor can
2 do.

3 I mean, Mr. Halegua, do you have some other
4 proposal with respect to former contracted employees
5 that the staffing agency won't respond and the Debtor
6 doesn't have a phone number or email address for them?

7 MR. HALEGUA: You know, I think it's
8 certainly a good starting point to ask what WeChat
9 contact information we're able to find from people
10 affiliated with the company. And let's see how far we
11 get.

12 THE COURT: All right. I mean, I'm not
13 going to -- I don't want to -- I also don't want to
14 drag this out a long time. I mean, we've got to
15 get --

16 MR. HALEGUA: Right. But if it seems
17 like --

18 THE COURT: -- the bar date -- yeah.

19 MR. HALEGUA: If it seems like a reasonable
20 effort --

21 THE COURT: Yeah.

22 MR. HALEGUA: -- you know, like I said from
23 the beginning, we've tried to be collaborative, and
24 we're not --

25 THE COURT: Yeah.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
89

1 MR. HALEGUA: -- trying to be unreasonable.
2 If we would have said -- if you said, hey, we had 100
3 people, we have 60 of their WeChats, that's a lot
4 different than, hey, we have two of their WeChats,
5 which we simply think it would be hard to believe.

6 THE COURT: Understood. Now, through
7 WeChat, is it possible to -- I assume you can attach
8 an attachment?

9 MR. HALEGUA: You can send an attachment.
10 You could also send the summary with a link to the
11 website would be one way to do it. I think the
12 Chinese summary, which will have the instructions to
13 the website, sounds like, you know, the agreed upon
14 summary that we're supposed to reach --

15 THE COURT: That would be enough --

16 MR. HALEGUA: -- seems like --

17 THE COURT: --- for you?

18 MR. HALEGUA: I think that things, like,
19 yeah, I mean, that's the only thing that's going to be
20 in Chinese anyway. I think that makes sense. And I
21 would do the Spanish one, because some of the Spanish
22 workers were also -- Latino workers were also on some
23 of the WeChat groups.

24 THE COURT: Okay.

25 All right. So --

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
90

1 MR. ELROD: I don't -- was there a separate
2 WeChat group for Spanish speakers?

3 THE COURT: Well, here's what I'm asking the
4 Debtor to do. So Ms. McGregor has already created a
5 spreadsheet with a list of these former contracted
6 employee names, but she doesn't have contact
7 information for them because the staffing agencies
8 have not been responsive.

9 So take that list, send it to George Chen
10 and anyone else at the Debtor who may have WeChat
11 or -- well, WeChat, WhatsApp, or if they just have
12 their phone number or email address saved in their
13 device for whatever reason, and have them fill that
14 in. I mean, it's basically just asking the Debtor,
15 you know, do you have contact information for these
16 former contracted employees? And then let's see what
17 you have.

18 I mean, where I'm leaning is -- I mean, if
19 this is a former contracted employee where, you know,
20 we cannot get their mailing address, we cannot get
21 their email address, then, you know, possibly sending
22 it through WeChat or WhatsApp -- you know, whatever.
23 Either just attaching the note -- I mean, you can
24 think about whether just attaching the notice or
25 otherwise, you know, whatever translated summary

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
91

1 paragraph we end up going with, you know, just gets
2 pasted and sent through a message. I mean, that would
3 be an effective way of providing notice where if
4 someone comes later --

5 Again, this is all for, somebody comes later
6 after the bar date, they didn't file a proof of claim,
7 and now they want Mr. Halegua or somebody else to
8 represent them with their FLSA claim, I need to be
9 able to make a determination whether their claim is
10 barred. And it's a whole lot easier if the Debtor can
11 say --

12 MR. ELROD: Sure, sure.

13 THE COURT: -- we sent them the WeChat
14 message. And that's what the Court -- I mean, so --

15 MR. ELROD: I just don't know about the
16 sanctity of that text chain, if you will. I don't
17 know anything about it. And so that may -- I'm
18 skeptical. I mean, there's -- you know, I'll just put
19 it that way.

20 THE COURT: Understood. But talk --

21 MR. ELROD: Mr. Halegua has also asked me in
22 conversations, can he get a list of all former
23 employees. I've told him I don't think that's
24 appropriate. He wants it to be filed on the docket or
25 was under the impression it might be filed on the

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
92

1 docket as part of a certificate of service or
2 otherwise. I don't think that's appropriate for the
3 reasons we pointed out in our reply.

4 THE COURT: Well --

5 MR. ELROD: But he would then go out to all
6 of them and solicit, and we don't think that's
7 appropriate.

8 THE COURT: I mean, the -- what is your
9 claims agent planning to do with respect to a
10 certificate of service?

11 MR. ELROD: Our request would be they be
12 permitted to redact the PII.

13 THE COURT: Meaning what? The email
14 addresses or the names?

15 MR. ELROD: The contact information.

16 THE COURT: So the names would be there, but
17 not --

18 MR. ELROD: Correct.

19 THE COURT: -- the contact information. But
20 it would say how they -- I mean --

21 MR. ELROD: It would say John Doe. I would
22 imagine they can break it down to how they were
23 contacted, but it would say John Doe address, you
24 know, redacted.

25 THE COURT: But the unredacted would be

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
93

1 available to the Court?

2 MR. ELROD: To the Court, yes.

3 THE COURT: All right. Mr. Halegua, is

4 there a reason that you need the contact information

5 of the former employees?

6 MR. HALEGUA: I would just say two things,

7 Your Honor. First, we are bound by the same rules of

8 ethical conduct on solicitation as everybody else.

9 And so the suggestion that we're going to do things

10 that are improper, you know, is what it is.

11 The second is, you know, I still have

12 concerns because we want this to be an open,

13 constructive process. For instance, you know, talking

14 about these former employees, we know a lot of them

15 had company email addresses, right? And because they

16 were working in China, some of them for the company,

17 then came here.

18 So we want to be able to verify, you know,

19 what email address did you send it to? Did you send

20 it to their company email address, which we know, at

21 least for our clients, are no longer active? Did you

22 send it to a real email address that maybe they still

23 respond to?

24 I think if we had the list, you know, we

25 can -- you know, we don't know the answer to any of

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
94

1 those questions, which therefore, makes it important
2 at the back end to say, say, well, who did you send it
3 to and how did you send it, right?

4 If you have the same person, the name is
5 written in Chinese and the first one is Leo Nam and
6 the second one is Nam Leo because the claims agent is
7 mixing up, you know, how they report the names and
8 they think they notified 50 people, but they really
9 notified 25 -- I mean, these I think are all
10 legitimate issues.

11 So to not have not be able to verify who it
12 was sent to and how because of the possibility that we
13 might violate the ethical rules and go and try and
14 solicit clients doesn't seem to me like the right
15 balance of things. And it is --

16 THE COURT: Well, it sounds like they're
17 going to provide -- the certificate of service, would
18 include the list of names served. It just wouldn't
19 give you the email address or the phone number.

20 MR. HALEGUA: So if it says that they sent
21 it to their Wellmade email address and none of them
22 have worked at Wellmade for a year --

23 THE COURT: Well, I can deal with that
24 issue.

25 MR. ELROD: We're not doing that.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
95

1 MR. HALEGUA: If someone's going to
2 actually -- you know, look, if someone's going to
3 actually go through and look at it -- it doesn't have
4 to be me. But I think, you know, at the same time, I
5 don't understand the need for secrecy.

6 THE COURT: All right.

7 MR. HALEGUA: I also don't know if this is
8 even going to be filed before the bar date expires.

9 MR. ELROD: Where I would anticipate this
10 would come up, Your Honor, is if a claimant pops up in
11 three months after the bar date, then that's an issue.

12 THE COURT: Right.

13 MR. ELROD: My concern is, given -- I think
14 it's Appendix D, he wants to be the gatekeeper. He
15 wants to go out and solicit, and --

16 THE COURT: Right. I understand.

17 MR. ELROD: -- that's the concern.

18 THE COURT: Let's all work on keeping the
19 temperature down.

20 So Ms. McGregor, obviously, current
21 employees, that's easy. The former contracted
22 employees through Faven, where you have the email
23 addresses, have you looked through that? Are any of
24 those Wellmade email addresses, or are they personal
25 email addresses?

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
96

1 MS. MCGREGOR: If my recollection is serving
2 me correctly, I pulled personal email addresses. I
3 will need to go back and verify --

4 THE COURT: Okay.

5 MS. MCGREGOR: -- to see exactly what they.
6 I know for all the current employees, their personal
7 email address is -- current and former employees that
8 were contracted through Wellmade, those are all
9 personal email addresses. With respect to Faven, I
10 would just need to go back and look. I can't remember
11 off the top of my head, Your Honor.

12 THE COURT: Okay.

13 MS. MCGREGOR: What they sent out, I don't
14 think I paid too much attention other than they sent
15 me their email addresses.

16 THE COURT: But for Faven employees, you
17 also have -- you have their mailing addresses or, no,
18 just email?

19 MS. MCGREGOR: Yes, Your Honor, mailing and
20 email.

21 THE COURT: You have mailing and email.
22 Okay. So again, we're just left with this universe
23 Joinwin, Starwin, and Garrett Services contracted
24 employees, which sounds like it's at most maybe 140
25 names. So the direction to the Debtor is you take --

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
97

1 you know, those 140 names or however many it is, send
2 the spreadsheet to George Chen and figure out whether
3 the Debtor has any contact information for those
4 employees. I don't care if it's WeChat or WhatsApp or
5 phone number or an email address or whatever it is.

6 And then also for the Faven employees, you
7 know, we have -- the Debtor has the mailing addresses
8 for those. So all the Faven employees are going to
9 get a U.S. Mail notice in the mail.

10 MR. HALEGUA: Yeah, we would propose that
11 they also receive it by email if we have that.

12 THE COURT: Yeah, yes, yes. I'm just saying
13 that, like, they're going to get the notice by U.S.
14 Mail and email addresses.

15 And you know, what I would ask there, Ms.
16 McGregor, is go through your spreadsheet and to the
17 extent that the email address for one of those former
18 employees is a Wellmade email address, go back to
19 Faven, ask if they have a personal email address. But
20 if they don't, we still know that that individual has
21 been mailed a copy of the bar notice.

22 All right. So what else do we need to deal
23 with in terms of the universe of people being reached
24 out to and there are people receiving notice and their
25 contact information, Mr. Halebua?

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
98

1 MR. HALEGUA: Yeah, I think if you look at
2 my declaration, Paragraph 21 -- that's Document
3 ECF171-1. Again, we're not privy to all the
4 information the Debtor has, but just what we've been
5 able to find from our clients and otherwise, this is
6 the list of, you know, entities and individuals that
7 were identified as kind of, like, agents or
8 contractor, whatever you want to call them, labor --
9 equivalent to the Favens of the world. So --

10 THE COURT: Where am I looking? Sorry.

11 MR. HALEGUA: Yeah, this is ECF171-1. So
12 it's Appendix A --

13 THE COURT: Um-hum.

14 MR. HALEGUA: -- and then it's Paragraph 21.
15 So I think one thing to just -- I want to make sure
16 we're clear on is what we're call -- there's two types
17 of Chinese employees, right? The ones who came, who
18 were in the States and went through these agencies,
19 such as Starwin, and we've talked about that -- and
20 Joinwin.

21 THE COURT: Um-hum.

22 MR. HALEGUA: Then there's all the people
23 who came from China, right, who Wellmade was helpful
24 in getting their visa. They brought them on L1s and
25 V1s. In our communications with Greenberg Traurig's

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
99

1 labor lawyers, at one point, they were saying that
2 even those people were not our employees.

3 (Background conversation)

4 THE COURT: Mr. (Inaudible), will you mute
5 whatever that is?

6 MR. HALEGUA: Yeah. They identified these
7 Tiger Eye International Trading and Jiangsu Yuanmei
8 Bamboo. So I just want to be clear that -- you know,
9 I don't know because, you know, whether the Debtor now
10 is identifying them as former employees or if we need
11 to also list the people who work for those agencies,
12 right? Because a lot of them were working at the
13 Wellmade factory. They might have had money paid to
14 them into their Chinese bank account. And it seemed
15 like Wellmade was saying they're not our employees.

16 THE COURT: Okay.

17 MR. HALEGUA: Those people definitely need
18 to get noticed. And I just want to make sure they're
19 included and how they're getting noticed.

20 THE COURT: All right. So let's walk
21 through these entities. So Paragraph 21 of this
22 declaration -- I'm not admitting it into evidence or
23 anything, but still, we need to understand who these
24 entities are and whether they might have information
25 of former contracted employees that need to receive

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
100

1 notice.

2 So Tiger Eye International Trading Company?

3 MR. ELROD: Your Honor, that's an affiliate

4 of the Debtor. I'm not aware of the member providing

5 labor to the Debtor. Ms. McGregor will correct me if

6 I'm wrong.

7 MS. MCGREGOR: Not to my knowledge.

8 MR. ELROD: Excuse me. It's not an

9 affiliate. It is an insider of the Debtor. It's

10 owned by relatives of the Debtor, is my understanding,

11 of the Debtors principles.

12 THE COURT: Okay.

13 MR. ELROD: But I'm not aware of any labor

14 connection there.

15 THE COURT: All right. And I apologize.

16 I'm probably not going to pronounce things correctly,

17 but I'll do my best. Jiang Su? Also an affiliate of

18 the Debtors?

19 MR. ELROD: I'm not familiar with that

20 entity, Your Honor.

21 MS. MCGREGOR: Not -- not, Your Honor.

22 THE COURT: Okay, we've already talked about

23 Starwin. Hu Xiangling Services (phonetic), Inc.

24 MR. ELROD: I'm not familiar with that

25 entity either, Your Honor.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
101

1 THE COURT: Okay.

2 THE COURT: Gi Fing (phonetic)?

3 MR. ELROD: I don't know if that's an entity

4 or an individual, but I'm not familiar with that

5 individual.

6 THE COURT: Sounds like that would be an

7 individual.

8 MR. ELROD: Yeah.

9 THE COURT: Because it says the surnames are

10 capitalized. Okay. So for these individuals with the

11 capitalized names, Mr. or Ms. Ding (phonetic); Si

12 (phonetic); Om, O-S-M; and Key (phonetic) --

13 MR. ELROD: I believe OSM may be one of the

14 labor agencies that we discussed.

15 THE COURT: Oh, right, we did.

16 MS. MCGREGOR: That's the OSMS.

17 THE COURT: That's the OSMS. Okay.

18 MS. MCGREGOR: Is how we have it on our

19 records, Your Honor.

20 THE COURT: So then it's one, two -- so the

21 three individuals that are listed here. Just put them

22 on your spreadsheet, Ms. McGregor, as individuals that

23 you need to check and see whether the Debtor has any

24 contact information for them.

25 So is OSM, Mr. Halegua, as far as you know,

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
102

1 would that be OSMS/Garret Services 3?

2 MR. HALEGUA: I presume so, you, Honor.

3 THE COURT: Okay. All right. Joinwin we
4 talked about already. Faven we've talked about. And
5 then Danny Chacuto (phonetic) -- put him on your list
6 of individuals, Ms. McGregor, to try to find contact
7 information.

8 Okay, So we're basically left then with so
9 Hu Xiangling Services, Inc. So, I mean, the Debtor
10 says they don't know who that is. So, Mr. Halegua,
11 what information can you provide about that entity?
12 Or what is it that you want the Debtor to do with
13 respect to that entity?

14 MR. HALEGUA: We have, I believe, a check
15 that went from one of the agency Wellmade workers.
16 And the name on the check is Hu Xiangling Services,
17 Inc. We've had our investigation firm look into that
18 entity. I'd have to pull up the report, but they did
19 identify an individual, name, email address and phone
20 number, who was connected to that entity, which is, I
21 believe, is based in Flushing, New York, a big
22 Chinatown here in New York. If you give me one
23 second, I can pull up that document.

24 THE COURT: But so what is the idea? That
25 that was an entity --

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
103

1 MR. HALEGUA: Yeah.

2 THE COURT: -- that Wellmade was using to
3 contract workers?

4 MR. HALEGUA: Correct. Same as Joinwin or
5 Starwin. Right, that Starwin would bring -- or Hu
6 Xiang would bring whatever, 10, 20, 30 people and
7 they'd be working at the factory and the payment would
8 come through Hu Xiang. So same as all the other
9 agencies, really.

10 THE COURT: Okay.

11 THE COURT: Have you provided that
12 information to Debtors' counsel?

13 MR. HALEGUA: No, we have not engaged in
14 that kind of process.

15 THE COURT: Okay.

16 MR. HALEGUA: I mean, it's in the affidavit
17 obviously.

18 THE COURT: Right, but I mean --

19 MR. HALEGUA: We were not asked for it, but,
20 no, I haven't.

21 THE COURT: You know, we've been -- we've
22 had two hours so far of me sort of facilitating a
23 conversation that absolutely could have been had
24 amongst the parties without my presence. But I'm
25 trying to be productive here. So, I mean, I don't

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
104

1 really know what to do with that at this point, Mr.
2 Halegua, other than, you know, provide Debtor's
3 counsel -- and it sounds like Ms. McGregor is doing
4 the bulk of the legwork on this, so copy, you know,
5 her as well. Provide Debtor's counsel with that
6 information so that -- whatever you have so that they
7 can try to track down if that is an entity that the --
8 that the Debtors worked with at some point to try to
9 get that information.

10 I mean, I guess at a minimum, if there's
11 contact information, Ms. McGregor can try to, you
12 know, call and say, hey, did we use your employees?
13 And if so, send us their information.

14 MR. HALEGUA: All right.

15 THE COURT: All right. So then what
16 about -- so Tiger Eye, Mr. Elrod is familiar with that
17 entity, but says he's not aware of them having
18 provided any labor to the Debtors. So what is the
19 request there?

20 MR. HALEGUA: Yeah. Well, I mean, let me
21 just say I have a letter from -- on Greenberg Traurig
22 letterhead that says, you know, for the individuals
23 who had visas and came to work at Wellmade or the
24 putative, you know, class reps in our case, that says:

25 None of these people were employed by

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
105

1 Wellmade. They were actually employed by --
2 And it says Tiger Eye International Trading
3 and Jiangsu Yuanmei Bamboo & Wood Industry. So that's
4 how we got those names.

5 THE COURT: Okay.

6 MR. HALEGUA: But looking at it another way,
7 I guess the question would be for people like, you
8 know, the three people listed on this objection,
9 right, I understand now they've been added to the
10 creditor list, right? For people who are in their
11 same situation, right, how is the Debtor now
12 classifying them? Are they former direct employees or
13 are they former contract employees? The three
14 people -- right?

15 And so whatever process -- like, is the
16 process that's currently in place, would that have
17 revealed them and people like them as people who are
18 going to get contacted and what information do we have
19 for them?

20 MS. MCGREGOR: Your Honor, I can answer that
21 question. All three of the names that filed this
22 objection, and I believe any name that Mr. Halegua has
23 mentioned as one of his clients, were all -- if not
24 already listed as a current or former employee that we
25 had on a list, they have been included in one of these

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
106

1 three staffing agency name lists that I have. And I
2 have verified that all of those employees were --
3 those names were listed on there.

4 THE COURT: Okay. So those names would
5 have --

6 MS. MCGREGOR: Shown up.

7 THE COURT: -- shown up, regardless of
8 their --

9 MS. MCGREGOR: Organically, yes, Your Honor.

10 THE COURT: -- representation. So then I
11 guess the question is, it sounds like at some point
12 there was a belief that the employees were not
13 employees of Wellmade, but were employees of Tiger Eye
14 and Jiangsu. But then --

15 MR. ELROD: Your Honor --

16 THE COURT: -- there were statements in
17 court that either the Debtor didn't get labor from
18 Tiger Eye and didn't know what Jiangsu was. So how do
19 we figure all that out?

20 MR. ELROD: I'm happy to check with my
21 partner who may have sent that letter. I didn't even
22 see the letter. I don't think it's attached to Mr.
23 Halegua's declaration. I can imagine a world in which
24 there are folks who are working for Tiger Eye and, you
25 know, indirectly providing service to the Debtor, but

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
107

1 are not employees and not contractors.

2 So, for example, if Tiger Eye went out to
3 the market and bought some type of widget, which
4 ultimately went into the flooring, just because those
5 employees of Tiger Eye were providing that service,
6 that doesn't mean they were contractors for or --

7 THE COURT: Okay. I mean, that sounds a
8 little different. So, Mr. Halegua -- and also, by the
9 way, I mean, I am -- generally speaking, I appreciate
10 people not attaching their correspondence with each
11 other to pleadings filings.

12 MR. ELROD: Correct.

13 THE COURT: So the letter indicated that
14 your clients were employees of Tiger Eye or Jiangsu.
15 Is that what I understood you to say, Mr. Halegua?

16 MR. HALEGUA: I'm not saying that those are
17 the facts. That is how --

18 THE COURT: I understand. But is that
19 what --

20 MR. HALEGUA: Yeah.

21 THE COURT: -- the letter said?

22 MR. HALEGUA: That's how I read it. I can
23 read it to you if you'd like. Yeah. It says:

24 None of the punitive Plaintiffs were
25 employed by either the Wellmade Defendants. Rather,

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
108

1 they were employed by entirely separate companies.
2 Plaintiffs Liu Yutzong (phonetic) and Yan Yao
3 (phonetic), who had B visas were employed by the Tiger
4 Eye International Trading company.

5 And then I skipped down:

6 The other punitive Plaintiffs who had L
7 visas were employees of another entirely separate
8 entity, Jiangsu Yuanmei Bamboo & Wood Industry Co.
9 LTD.

10 THE COURT: Okay. And based on what your
11 clients have told you, they worked at the Wellmade
12 factory in Cartersville?

13 MR. HALEGUA: These are people who work
14 there for years.

15 THE COURT: Right, okay.

16 MR. HALEGUA: Lived in Wellmade housing.

17 THE COURT: I just -- yes.

18 MR. HALEGUA: Yeah.

19 THE COURT: I understand. I'm just --

20 MR. HALEGUA: (Inaudible) fix the plumbing
21 or whatever.

22 THE COURT: I just want to connect the
23 dots --

24 MR. HALEGUA: Yeah.

25 THE COURT: -- for purposes of the record.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
109

1 Okay.

2 MR. HALEGUA: Yeah.

3 THE COURT: So it sounds like that's

4 something that the Debtor really needs to run down and

5 figure out because if the Debtor and Debtors' counsel

6 has previously told people that, you know, the named

7 employees who clearly worked at the Cartersville

8 factory were employees of Tiger Eye and Jiangsu, then

9 it sounds like the Debtor needs to get clarity on what

10 other employees of Tiger Eye and Jiangsu may have

11 worked at the Cartersville facility or otherwise

12 clarify why that previous letter was incorrect or, you

13 know, I don't know what's been filed in the district

14 court about any of that.

15 MR. ELROD: We're happy to look into that,

16 Your Honor.

17 THE COURT: Yeah, okay. That definitely

18 sounds like something that needs to be run down.

19 Okay. So I think that covers that list. So the

20 Debtor needs to figure out Tiger eye and Jiangsu. Mr.

21 Halebua will send Debtor's counsel any information he

22 has about Hu Xiang, and Ms. McGregor will do what she

23 can to run that down. And then all the individuals

24 listed will be included on the list of, you know,

25 names of former contracted employees.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
110

1 Although, I mean, let me just -- let's short
2 circuit this, Mr. Halegua. The individuals that
3 you've listed here, I mean, do you have their contact
4 information.

5 MR. HALEGUA: You're talking about in my
6 declaration?

7 THE COURT: Yes. The individuals listed in
8 Paragraph 21. Do you have their contact information?
9 Because if you do, you can just give that to the
10 Debtors and then they can provide notice.

11 MR. HALEGUA: Yeah, we have WeChat
12 information for maybe one or two of the individuals.
13 And then, you know -- well, I have to check. I mean,
14 at some point our clients were in WeChat groups with
15 those people. I need to make sure they still have the
16 active, you know --

17 THE COURT: Okay.

18 MR. HALEGUA: -- that when you click on it,
19 it's still there, but we might have some of the
20 contact information. Certainly, we believe the
21 Debtor, you know, Allen Chen, absolutely should have
22 this information who's described as managing the
23 day-to-day operations of the company.

24 THE COURT: Okay. Well, and we -- so again,
25 I mean, I have directed them to have --

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
111

1 MR. HALEGUA: Right.

2 THE COURT: -- Allen Chen to check his
3 records to see what he has. But just, I mean, if you
4 have --

5 MR. HALEGUA: We can send whatever we --

6 THE COURT: -- if you have somebody's
7 contact information and you think that they're a
8 potential creditor, then I would encourage you to send
9 that to the Debtors so that they can provide notice
10 that way as well.

11 Okay. What -- are we missing anything else,
12 Mr. Halegua? Have we covered all of the -- I mean,
13 there's still a lot of work that needs to be done,
14 obviously, but have we covered all of the categories?

15 MR. HALEGUA: I believe so, you, Honor.

16 THE COURT: Okay. So draft orders need to
17 be circulated. Everybody needs to circulate the
18 summary paragraph that they want that will be
19 translated into Mandarin and Spanish. Who is doing
20 that translating?

21 MR. ELROD: Your Honor, a partner in my
22 Shanghai office.

23 THE COURT: Okay, and then do you have
24 someone that can do the Spanish translation, as well?

25 MR. ELROD: I certainly do, Your Honor.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
112

1 THE COURT: All right. And then you'll
2 provide those in English, Mandarin, and Spanish to Mr.
3 Halegua and the committee.

4 MR. ELROD: Correct.

5 THE COURT: And then you can -- you know, I
6 mean, I understand, Mr. Halegua, you fluent in
7 Mandarin; is that correct? Okay.

8 MR. HALEGUA: Yes.

9 THE COURT: So you can verify that, and then
10 you all can find somebody that can review the Spanish.

11 All right. The 800 number in the
12 publication notice, we're going to leave that as is.
13 I think that we've sort of established through the
14 record that the publication notice is really kind of a
15 catch-all that's not really something that is
16 calculated to reach Claimants. So at least at this
17 point, I think I'm fine with the Debtor picking, you
18 know, a newspaper to publish it in.

19 I mean, the most protective thing for the
20 Debtor to do would probably be to publish it in one of
21 the Chinese language papers, Spanish language papers,
22 and the English language paper. I don't know that I'm
23 not directing that at this point, but, you know, maybe
24 check and see what the publication notice costs and if
25 it's a couple hundred bucks, maybe it's easier to just

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
113

1 do that.

2 MR. ELROD: Sure, Your Honor. This is the
3 first I'm hearing of any of these, other than the Wall
4 Street Journal. I'm not familiar with El Diario or
5 the World Journal. I don't know if those are papers
6 of general circulation in those communities or not.
7 I'm hearing one would be your focus?

8 THE COURT: Well, this is all -- this is not
9 the Court raising this issue sua sponte. This is the
10 Court trying to address it in the context of an
11 objection.

12 MR. ELROD: Right.

13 THE COURT: And like I said, I'm not, you
14 know -- I don't think we're at a point where I can
15 approve an order today. I mean, I'm going to approve
16 a bar date notice, of course, but I'm not sure that
17 we're there yet.

18 So I'm not directing this at this point.
19 But, you know, think about it, maybe look into it and,
20 you know, see what you want to do there. It doesn't
21 sound like --

22 MR. HALEGUA: Your Honor, just as a --

23 THE COURT: Yes?

24 MR. HALEGUA: -- side, my co-counsel, Mr.
25 Werner has mentioned Mundo Hispanico as kind of --

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
114

1 whereas El Diario is maybe New York --more New York
2 focused.

3 THE COURT: Okay.

4 MR. ELROD: I believe, in Atlanta area,
5 Mundo Hispanico is kind of the main Spanish language
6 paper.

7 THE COURT: All right. Mundo Hispanico.
8 All right. Okay. So that's the publication issue.
9 The look back for employees issue we've covered. So
10 it's all Georgia employees or contracted employees
11 ever, Oregon employees or contracted employees going
12 back three years.

13 And then we've exhaustively gone through
14 sort of what information we have for who and what
15 we're going to do to try to get information for the
16 other people. I mean, what I would -- you know, we
17 can do this again where we come back into court and I,
18 you know, walk through this with everybody. I don't
19 require that.

20 I mean, I would really encourage the parties
21 to talk and share information so that, you know, the
22 committee and Mr. Halegua have an understanding of
23 what information it is the Debtor has and what they
24 don't have.

25 I'm not saying you have to give him the

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
115

1 contact information, but so, for example, the list of
2 the Excel spreadsheet that Ms. McGregor's come up
3 with -- like, here's the list of former employees that
4 we don't have contact information for, you know, as
5 you fill in contact information, you can give him the
6 list of names and say this is who we have contact
7 information for and this is who we don't have contact
8 information for.

9 If he has or can get contact information for
10 any of those additional employees, he should and can
11 provide that to you. But that way just everybody
12 would know. I think that's consistent with the
13 certificate of service that you propose to file. So
14 you're not giving him anything that he's not
15 ultimately going to get anyway.

16 MR. ELROD: I just don't know where he's
17 getting that information from. That's what's
18 concerning for me.

19 THE COURT: Where he's getting what
20 information?

21 MR. ELROD: So if I were to ask him, here's
22 a group of 20 former contractors who we don't have
23 information --

24 THE COURT: Um-hum.

25 MR. ELROD: -- do you have information for

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
116

1 them? And he goes to some of these employees and asks
2 them if they have information. I don't know anything
3 about the accuracy of that information, anything about
4 the process for gathering that information. We've now
5 gone --

6 THE COURT: Well --

7 MR. ELROD: -- for two hours in court about
8 the process Debtors are using.

9 THE COURT: So, I mean, you all can have
10 that conversation. He can tell you the information,
11 and then the Debtor can decide either, yes, we agree
12 that we're going to send the notice to this email
13 address we've been provided, or yes, we agree we're
14 going to send the notice to this WeChat phone number
15 that has been provided or not. And if there's a
16 dispute about it, then I'll make a decision on it.

17 MR. ELROD: Okay.

18 THE COURT: Okay. And let's see, how can we
19 expedite all of this?

20 We can just continue this to the 6th. We
21 have the hearing at 11:00 on the 6th.

22 MR. ELROD: That will be fine, Your Honor.

23 THE COURT: And hopefully that'll give the
24 parties time to work through some of this. To the
25 extent that there remains -- you know, when we get

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
117

1 here on the 6th, at a minimum, I expect that the draft
2 order, draft notice, and draft summary paragraph will
3 have been circulated and exchanged.

4 And so, you know, what would be helpful to
5 the Court is if, you know, the morning of the 6th or
6 before the 6th, someone could submit to chambers, you
7 know, a redline showing whatever the remaining
8 disputes are on the documents.

9 And if there are -- you know, we've got
10 three parties involved here, the Debtor, the
11 committee, and Mr. Halegua's clients. So, you know,
12 figure out how to specify. I mean, I don't know if
13 the Debtor and committee are going to end up on the
14 same page or however it is, but just, you know,
15 redline it and somehow let me know. This is what each
16 individual wants.

17 All right. Anything further or any other
18 issues we need to think through?

19 MR. ELROD: Your Honor, I just want the
20 Court to be aware that we have had a dialogue with Mr.
21 Halegua about this. So for him to, you know, be
22 suggesting otherwise, for the Court to be under the
23 impression that did not occur, that that would -- you
24 know, we did have that dialogue. And unfortunately,
25 we weren't able to reach a resolution of this.

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
118

1 THE COURT: Understood. All right. And
2 again, I mean, look, I'm not -- there's only so much
3 the Debtor can do. I mean, the Debtor either has the
4 contact information or it doesn't. I do think it's
5 reasonable for the Debtor to go and do and look at the
6 things that we've talked about here today.

7 But I mean, I'm continuing it for a week.
8 So it's not -- we're not -- I'm not sending the Debtor
9 on a, you know, months' long investigation to track
10 all this down. I mean, we, we have to do the best
11 that we can, but we also have to keep the process
12 moving forward, so.

13 And again, I mean, Mr. Halegua, you know, if
14 your clients have or know of contact information, I
15 mean, I encourage you to share it. I hear Mr. Elrod's
16 point. He has some concerns about the validity of
17 that. But, you know, give them what you have and then
18 we'll work through any disputes over that.

19 THE COURT: All right. Any other updates or
20 housekeeping matters before the 6th?

21 MR. ELROD: Your Honor, I think the Court is
22 more or less aware of the update regarding the sale.
23 We filed an amended sale motion, and through
24 negotiations with AHF during the, I guess, the bid
25 procedures process and marketing process, we were able

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
119

1 to get them to increase the sale price from 40
2 million, which was their initial stalking horse bid,
3 to 58.5 million. The caveat to that, of course, is
4 they want it as a private sale, which we think is
5 reasonable under the circumstances.

6 THE COURT: What does that mean? Just that
7 they don't want it subject to higher and better
8 offers?

9 MR. ELROD: Correct.

10 THE COURT: Okay.

11 MR. ELROD: They don't want a formal auction
12 process.

13 THE COURT: And the committee is on board
14 with this at this point?

15 MR. ELROD: The committee is on board with
16 this, Your Honor. I will note that there is a
17 fiduciary out, of course, and I believe the Court
18 would impose a fiduciary out on the Debtors if there
19 weren't one.

20 But, you know, if, you know, XYZ Corporation
21 came to the table with a higher offer, we would be
22 obligated to consider it if it cleared the breakup fee
23 and other bid protections.

24 So that's what the private sale means.
25 It's, you know, we basically shut down the bid

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
120

1 procedures for the marketing process and did not hold
2 an auction, of course.

3 THE COURT: But all of the bid procedures
4 wen -- were served?

5 MR. ELROD: Correct, correct.

6 THE COURT: They all went out? Okay. And
7 are there any filed objections at this point?

8 MR. ELROD: Not to that -- not to the
9 private sale motion, Your Honor. I believe there are
10 a few executive contract.

11 THE COURT: Sure. Okay.

12 MR. ELROD: But nothing regarding the
13 sanctity of the process.

14 THE COURT: Okay.

15 THE COURT: And do you know, Mr. Halegua,
16 just as a preview, whether your clients will be
17 objecting to the sale motion on Monday?

18 MR. HALEGUA: I think we're -- Mr. Fritz
19 just kind of joined us recently, wants to review some
20 of the language on some of the carve outs, but --

21 THE COURT: Okay. That --

22 MR. HALEGUA: -- that would be the nature of
23 it.

24 THE COURT: I don't mean to hold you to it,
25 so that answers my question. It's just a little --

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
121

1 another sort of nonstandard --

2 MR. ELROD: It's somewhat unorthodox, Your

3 Honor.

4 MR. HALEGUA: Right.

5 THE COURT: Yeah.

6 MR. ELROD: But we believe the value that's

7 being provided. If you think about the choice that

8 we're faced with, we could have gotten to the bid

9 deadline and had no other bids.

10 THE COURT: Understood.

11 MR. ELROD: So yeah, that's the --

12 THE COURT: Understood.

13 MR. ELROD: -- evidence you'll hear next

14 week.

15 THE COURT: I mean, the question is just, is

16 it enough to -- well, yeah, anyhow. Okay. We'll deal

17 with it on Monday and see where we are with this on

18 Monday.

19 Oh, the only other housekeeping matter I

20 wanted to raise, just so you all know, you don't have

21 to put things on my mass calendar dates. And really,

22 I mean, you can put things on my mass calendar dates,

23 but it's probably better for all of you and probably

24 also for the Court if you just -- I can give you

25 omnibus hearing dates and/or on an individual basis,

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
122

1 you can contact Mr. Mahone to ask for a hearing date.

2 It seems like in the Chapter 11 -- the
3 larger Chapter 11 cases, you know, either it gets
4 resolved and so it comes off the agenda, or it
5 actually needs to be heard by me. And if it actually
6 needs to be heard by me, we're not doing it on the
7 mass calendar.

8 MR. ELROD: Right.

9 THE COURT: So to avoid you all having to
10 wade through mass calendars and then just have me say
11 we're going to reset it for evidence or whatever, we
12 can give you omnibus. You can email for an omnibus
13 hearing date or, you know, for any specific motion.

14 MR. ELROD: Okay.

15 MR. HALEGUA: One housekeeping thing, Your
16 Honor.

17 THE COURT: Yes.

18 MR. HALEGUA: I believe you addressed it at
19 the very first hearing, but I just want to confirm,
20 since I think the date has arrived, that for this
21 case, we would be permitted for counsel to appear by
22 Zoom at the future -- at the October 6th and future
23 hearings, unless otherwise specified because it's --
24 to present evidence or something like that.

25 THE COURT: I am fine with that. In this

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
123

1 case, we can say that we can continue to have hearings
2 in a hybrid format where people can come in person or
3 appear via Zoom, provided that they are not
4 participating in the presentation of evidence, so
5 whether that's you presenting your own evidence or you
6 cross-examining. If you're doing anything with
7 evidence, testimony, or documents, the default would
8 be that you need to be here in person.

9 I mean, there's some limited exceptions to
10 that. You know, the claims agent filing their
11 declaration, and they need to be available for
12 cross-examination. I'm probably not going to make
13 them fly to Atlanta to do that. But generally
14 speaking, if someone is participating in the
15 presentation of evidence, either as a witness or an
16 attorney, they need to be in person.

17 So if you need some exception to that, email
18 Mr. Mahone and explain the reasons why, and I'll
19 consider it. Otherwise, for this particular case, we
20 can continue to have the hybrid format.

21 MR. ELROD: Okay.

22 MR. HALEGUA: Thank you, Your Honor.

23 THE COURT: All right. We are in recess.

24 COURT OFFICER: All rise.

25 (End of Audio Recording)

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
124

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF TRANSCRIPTIONIST

I WENDY K. SAWYER, hereby certify that I was authorized to and did transcribe the provided recording and that the foregoing transcript is a true transcript of said electronic recording to the best of my ability.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

DATED this 2nd day of October, 2025.

WENDY K. SAWYER, CDLT

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: \$500,000..access

| | | | | |
|------------------|--------------|-----------------|-------------|-------------------|
| | 11 | 53:3 | 300 | |
| \$ | 122:2,3 | 54:20 | 82:5 | 7 |
| | 11:00 | 55:19 | 341 | |
| \$500,000 | 116:21 | 57:5,25 | 29:18 | 70 |
| 13:19 | 11th | 2025 | 3571 | 22:22 |
| 18:22 | 10:7,8 | 27:6 53:4 | 27:19 | 7d |
| 19:3 | 12 | 20th | | 11:25 |
| 24:16 | 79:10,11 | 11:9 | | |
| 27:17 | 82:14,24 | 27:11 | 4 | |
| \$58 | 83:6 | 21 | | 8 |
| 40:22 | 14 | 11:15 | 4 | |
| 42:25 | 64:16 | 98:2,14 | 27:6 | 8 |
| \$60 | 140 | 99:21 | 40 | 79:10 |
| 24:24 | 96:24 | 110:8 | 38:14 | 800 |
| \$600,000 | 97:1 | 21-day | 119:1 | 112:11 |
| 63:8 | 152 | 11:10 | | |
| | 27:19 | 24th | 5 | 9 |
| - | 157 | 11:9 | | |
| | 27:19 | 25 | 50 | 9:00 |
| --more | 171-4 | 29:10 | 40:24 | 42:20 |
| 114:1 | 35:1 | 30:3 94:9 | 94:8 | |
| | 18 | 25-58764 | 58.5 | A |
| 1 | 27:19 | 4:5 | 119:3 | |
| | 1st | 28 | 5:00 | a.m. |
| 1 | 58:10 | 47:24 | 27:12 | 2:3 |
| 10 | 59:6 | | 42:20 | Aaron |
| 37:11 | 2 | 3 | 5th | 3:2 5:21 |
| 103:6 | | | 40:2 | abilities |
| 100 | 20 | 80:17 | 6 | 23:2 |
| 51:1 | 42:8 | 81:13 | | absolute |
| 76:12 | 103:6 | 87:19 | 60 | 23:11 |
| 81:8 | 115:22 | 102:1 | 22:22 | 42:7 |
| 82:22 | 2000s | 30 | 81:7 | absolutely |
| 83:4 85:1 | 54:16 | 14:19 | 82:22 | 35:24 |
| 89:2 | 55:1,20 | 75:19 | 83:4 89:3 | 36:8 |
| 101 | 2021 | 82:21 | 6th | 44:25 |
| 12:5 | 58:2 | 83:3 | 116:20,21 | 103:23 |
| 10:00 | 59:7,10 | 103:6 | 117:1,5,6 | 110:21 |
| 2:3 | 2022 | 30-day | 118:20 | Accepted |
| | | 16:20 | 122:22 | 64:3 |
| | | | | access |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: accomplishing..Allen

| | | | | |
|--------------------|-------------------|--------------------|-----------------|--------------------|
| 83:22 | 76:1 | 13 81:22, | 32:6 | 47:21 |
| 84:1 | add | 23,24 | agencies | 48:16 |
| accomplishi | 11:19 | 82:1,18, | 7:19,25 | agents |
| ng | 12:10 | 20,25 | 8:3,6,11 | 98:7 |
| 67:5 | added | 83:2,7 | 9:23 | aggressive |
| account | 105:9 | 92:14 | 15:1,5 | 38:11 |
| 64:1,4 | adding | 93:15 | 26:4,9 | agree |
| 85:5 | 18:20 | 95:23,24, | 38:24 | 11:2 17:3 |
| 99:14 | additional | 25 96:2, | 61:1 | 36:23 |
| accuracy | 8:22 | 9,15,17 | 71:23,25 | 44:20 |
| 116:3 | 75:23 | 97:7,14 | 73:22 | 65:3 |
| accurate | 76:2 | adequate | 74:7,10 | 116:11,13 |
| 4:15 | 115:10 | 41:1 | 79:6 90:7 | agreed |
| 50:10 | address | adjudicate | 98:18 | 14:7 |
| accused | 16:13 | 23:15 | 99:11 | 26:17 |
| 68:14 | 68:19 | administrat | 101:14 | 59:22 |
| accusing | 73:6 | ive | 103:9 | 89:13 |
| 59:18 | 80:11 | 19:15 | agency | agreeing |
| achieve | 83:17 | admitting | 7:25 16:5 | 13:12 |
| 37:24 | 84:13 | 99:22 | 25:24,25 | 31:12 |
| acted | 86:9,11, | advance | 26:6 | 34:5 |
| 80:23 | 14,19 | 36:25 | 73:16 | agreement |
| acting | 88:6 | advice | 74:4 | 4:13,19 |
| 78:23 | 90:12,20, | 51:12,13 | 80:15 | 6:3,20 |
| action | 21 92:23 | 52:16 | 102:15 | 25:16 |
| 28:23 | 93:19,20, | advise | 106:1 | 30:11 |
| 42:23 | 22 94:19, | 21:7 | agenda | ahead |
| 71:4 | 21 96:7 | 48:23 | 122:4 | 20:19 |
| actions | 97:5,17, | advised | agent | 82:24 |
| 24:2 | 18,19 | 5:5 | 16:4 | 83:6 |
| active | 102:19 | advisor | 24:23 | AHF |
| 93:21 | 113:10 | 7:3 | 41:15 | 118:24 |
| 110:16 | 116:13 | affidavit | 42:20 | allegations |
| actual | addressed | 103:16 | 47:15 | 53:24 |
| 10:4 | 122:18 | affiliate | 48:6,10 | 56:9 |
| 15:17 | addresses | 100:3,9, | 50:5,20 | Allen |
| 16:2 | 9:16,21 | 17 | 51:8,16, | 63:5 |
| 25:22 | 15:8,15, | affiliated | 20 92:9 | 70:19,22, |
| 32:20 | 16 16:1,6 | 78:23 | 94:6 | 24 76:17, |
| 66:17 | 26:2 | 88:10 | 123:10 | 19 77:8 |
| 72:22,25 | 72:20 | afternoon | agent's | 78:15 |
| | 73:11,20 | | 6:8,16 | 83:12 |
| | 79:11 | | 27:15 | |
| | 80:2,4,7, | | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: Allison..bankruptcy

| | | | | |
|--------------------|--------------------|-------------------|-------------------|-------------------|
| 85:14 | 2:12,25 | arrested | 90:23,24 | 7,10,25 |
| 110:21 | | 22:11 | 107:10 | 50:12 |
| 111:2 | appearing | 70:25 | | 53:8 |
| | 3:1 | 71:2 | attachment | 54:15,16 |
| Allison | Appendix | 77:10 | 89:8,9 | 55:19,20, |
| 2:16 4:18 | 34:20 | 78:8,11, | attention | 22 57:4,5 |
| alternative | 35:14 | 12,13 | 2:2 96:14 | 61:6,11 |
| 27:21 | 36:5,19 | arrived | attorney | 68:17 |
| | 38:11 | 122:20 | 123:16 | 70:14 |
| amended | 95:14 | | | 79:17,19, |
| 2:8 4:7 | 98:12 | asks | auction | 24 80:10 |
| 118:23 | | 116:1 | 119:11 | 94:2 |
| and/or | application | | 120:2 | 96:3,10 |
| 26:1 30:7 | 3:6 20:12 | aspect | | 97:18 |
| 67:4 | appreciated | 15:11 | Audio | 114:9,12, |
| 83:16 | 43:16 | 29:6 | 2:1 | 17 |
| 121:25 | appropriate | assert | 123:25 | |
| anglicized | ness | 10:15 | August | background |
| 70:18 | 30:8 | asserted | 27:6 | 99:3 |
| | | 10:12 | Aurora | bail |
| Anna | approve | assisting | 7:3 79:4 | 76:16 |
| 2:20 | 35:13 | 58:22 | authority | Baker |
| answering | 36:6,19 | associates | 36:3 | 29:18 |
| 48:10 | 38:17 | 50:23 | avoid | Baker's |
| | 113:15 | 51:3 | 56:12 | 22:7 |
| answers | approved | assume | 122:9 | balance |
| 120:25 | 35:9 | 89:7 | aware | 94:15 |
| anticipate | approving | assuming | 9:14 10:3 | ball |
| 11:8 | 2:9,10 | 26:7,8 | 69:21,24 | 20:6 |
| 15:18 | 4:9,10 | 44:19 | 70:11 | |
| 95:9 | archdiocese | 78:4 | 74:19 | Bamboo |
| anticipatin | 20:2 | assurances | 100:4,13 | 99:8 |
| g | area | 50:10 | 104:17 | 105:3 |
| 48:9 | 58:8 | 51:19 | 117:20 | 108:8 |
| anymore | 114:4 | Atlanta | 118:22 | bank |
| 33:2 | arguably | 114:4 | | 99:14 |
| apologize | 71:13 | 123:13 | B | banker |
| 20:24 | argument | attach | | 24:24 |
| 100:15 | 18:25 | 89:7 | back | bankruptcy |
| apparently | 28:4 | attached | 17:9 24:6 | 10:25 |
| 26:4 | 33:13 | 106:22 | 25:14,21 | 12:3 21:9 |
| appearance | arrangement | attaching | 32:11 | 23:24 |
| 3:13 | 76:16 | | 39:12,13, | 27:10 |
| appearances | | | 20 46:4, | 28:24 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: bar..Cartersville

| | | | | |
|----------------|------------------|-----------------|-----------------|--------------------|
| 32:19 | barriers | 30:16 | 107:3 | 7:19 |
| 35:5,6,10 | 8:16 | bench | bound | 42:25 |
| 37:21 | based | 3:21 | 93:7 | 63:20 |
| 38:3 | 16:11,14 | 35:21 | box | button |
| 66:10,25 | 25:19 | benefit | 46:24 | 49:17,24 |
| 69:21 | 70:20,22 | 15:23 | 52:2,6 | <hr/> |
| 70:11 | 75:3,7,15 | bid | Boy | C |
| bar | 81:2,16 | 118:24 | 20:3 | <hr/> |
| 2:7,8,9 | 84:15 | 119:2,23, | brain | calculated |
| 4:6,8,10, | 85:2,23 | 25 120:3 | 5:20 | 21:7 |
| 14 11:8, | 102:21 | 121:8 | break | 23:13 |
| 22 12:1, | 108:10 | bids | 92:22 | 112:16 |
| 12,15 | basic | 121:9 | breakup | calendar |
| 13:20,25 | 21:13 | big | 119:22 | 2:4 |
| 14:2,18, | basically | 26:9 32:7 | bring | 121:21,22 |
| 19,23 | 29:20 | 102:21 | 103:5,6 | 122:7 |
| 18:1,19, | 36:23 | binding | brother | calendars |
| 21 35:19, | 37:2 | 77:1 | 78:15 | 122:10 |
| 21 36:10, | 38:8,12 | bit | brothers | call |
| 15 38:17 | 52:19 | 7:16 | 63:3 | 2:3 8:2 |
| 39:25 | 90:14 | 11:15 | brought | 38:14 |
| 40:1,2,3, | 102:8 | 20:24 | 54:24 | 42:19 |
| 6,14 | 119:25 | 39:20 | 98:24 | 47:16 |
| 46:11,12 | basis | 68:18 | bucks | 98:8,16 |
| 54:9 | 24:4 | 69:14 | 112:25 | 104:12 |
| 69:19,23 | 37:12 | 71:16 | build | called |
| 70:9 | 121:25 | blast | 42:24 | 74:23 |
| 85:19 | Bear | 64:2 | building | calls |
| 86:1 | 31:4 | board | 58:16 | 21:10,11 |
| 87:14 | 53:10 | 15:10 | bulk | 41:15 |
| 88:18 | beginning | 119:13,15 | 82:2 | 51:7 68:2 |
| 91:6 | 2:1 57:4 | boarding | 104:4 | 71:23 |
| 95:8,11 | 88:23 | 4:23 | bunch | capitalized |
| 97:21 | behalf | boil | 21:12 | 101:10,11 |
| 113:16 | 2:16 3:3, | 5:23 | 33:14 | care |
| bare | 15 4:17 | bond | 87:20 | 52:3 97:4 |
| 23:11 | 78:23 | 76:15 | burden | careful |
| 42:7 | behavior | borrower | 53:7 | 8:15 |
| barred | 24:1 | 2:11 | business | Cartersvill |
| 17:5 | belief | bought | | e |
| 27:13 | 106:12 | | | 27:5 |
| 40:10 | believes | | | |
| 91:10 | | | | |
| barrier | | | | |
| 32:7 | | | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: carve..claimants

| | | | | |
|-------------------|--------------------|------------------|--------------------|------------------|
| 108:12 | certificate | checking | 89:12,20 | civil |
| 109:7,11 | 92:1,10 | 86:15 | 94:5 | 76:25 |
| carve | 94:17 | Chen | 98:17 | claim |
| 120:20 | 115:13 | 22:10 | 99:14 | 2:7,10 |
| case | certified | 70:19,23 | 112:21 | 4:7,10,23 |
| 2:4 4:3,5 | 38:6,21, | 76:14,17, | Cho | 5:6 6:8 |
| 10:8 | 22 39:6 | 20 77:8 | 2:22 3:17 | 12:16,17 |
| 19:17,20, | certify | 78:6 | 5:9 | 13:17 |
| 21,23 | 23:16 | 83:12,23 | 11:18,20 | 16:24 |
| 20:2,4 | cetera | 85:14 | 13:5,10 | 17:5 |
| 21:11 | 8:13 39:7 | 90:9 97:2 | 15:10,12, | 18:10,11, |
| 22:8 | 87:11 | 110:21 | 22 16:9, | 17 19:12, |
| 27:10 | Chacuto | 111:2 | 11 17:3, | 14 23:20 |
| 38:3,16 | 102:5 | Chen's | 12 18:6, | 24:17 |
| 66:12 | chain | 78:5 | 14 30:6, | 27:7,9, |
| 69:21 | 91:16 | China | 10 55:2, | 13,14,17, |
| 76:25 | chambers | 19:7,8 | 5,16,24 | 23 32:18, |
| 104:24 | 117:6 | 24:19 | Cho's | 21,24 |
| 122:21 | chance | 32:11 | 15:21 | 33:5 |
| 123:1,19 | 16:13 | 43:19 | choice | 36:16 |
| cases | 23:20 | 77:2 | 121:7 | 37:9,11, |
| 20:2 | 43:8 | 78:16 | circuit | 16,17 |
| 32:19,20 | Chapter | 93:16 | 10:7,8 | 38:2,12 |
| 66:25 | 122:2,3 | 98:23 | 110:2 | 40:4 41:4 |
| 122:3 | charges | Chinatown | circulate | 42:15,19 |
| catch-all | 22:11 | 102:22 | 111:17 | 43:2 |
| 7:16 | chart | Chinese | circulated | 44:23 |
| 66:11,14, | 75:5 | 9:4 19:5 | 45:25 | 45:4,16, |
| 21 112:15 | chats | 22:15 | 111:17 | 20 47:16 |
| categories | 62:22 | 23:8 | 117:3 | 48:11 |
| 111:14 | check | 24:10,13, | circulating | 51:14 |
| category | 46:24 | 15,22 | 47:4 | 52:3,18 |
| 56:17 | 75:18 | 25:1 | circulation | 78:24 |
| 87:7 | 82:19 | 28:19 | 113:6 | 91:6,8,9 |
| caveat | 83:1,14, | 31:7 | circumstanc | claimant |
| 119:3 | 19 101:23 | 40:20 | es | 54:9 |
| cell | 102:14,16 | 41:11,16, | 119:5 | 95:10 |
| 63:3 | 106:20 | 18,21 | cites | claimants |
| 78:25 | 110:13 | 49:18,19, | 27:18 | 5:4,17,18 |
| certainty | 111:2 | 25 50:1 | City | 6:20 7:6, |
| 51:2 | 112:24 | 64:4,14 | 51:4 | 7 10:11 |
| 71:20 | | 65:1,5,11 | | 14:8 |
| | | 66:23 | | 20:3,5 |
| | | 67:3 | | 23:1 |
| | | | | 31:19 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: claimants'.company

| | | | | |
|--------------------|--------------------|--------------------|--------------------|--------------------|
| 42:10 | 23:16 | 93:21 | 3:22 | 28:19 |
| 43:10 | 38:21 | 94:14 | combine | 30:7 |
| 67:9,10 | 39:6 | 98:5 | 63:15 | 44:21 |
| 112:16 | 104:24 | 105:23 | comfortable | 55:3,16 |
| claimants' | classifying | 107:14 | common | |
| 7:9 | 105:12 | 108:11 | 14:22 | 19:8 |
| | | 110:14 | 59:10 | |
| claims | clean | 117:11 | commentary | communicate |
| 6:8,10, | 12:6 | 118:14 | 19:19 | 48:21 |
| 12,15,17 | cleanup | 120:16 | comments | 62:23 |
| 10:12,15, | 12:3,9 | close | 15:21 | 69:5,16 |
| 22 14:9, | clear | 29:2 | 76:19 | 87:9,10 |
| 17 22:18, | 53:22 | closer | committed | communicate |
| 21 23:14, | 55:9 56:3 | 11:14 | 51:24 | d |
| 16 24:23 | 59:19 | co-counsel | committee | 86:24 |
| 27:15 | 85:22 | 3:18 | 2:19,22, | communicati |
| 28:25 | 98:16 | 20:14 | 24 3:19 | ng |
| 31:20 | 99:8 | 113:24 | 4:14,20 | 9:3 76:4 |
| 36:13 | cleared | co-owners | 5:2,10, | communicati |
| 40:9 | 119:22 | 70:17 | 15,25 6:3 | on |
| 41:14 | clearer | code | 13:8,10, | 70:3 |
| 42:6 46:8 | 19:11 | 12:4 21:9 | 11 14:21 | communicati |
| 47:15,20 | clerical | cold | 15:10 | ons |
| 48:5,10, | 12:7 | 20:25 | 16:10 | 98:25 |
| 16 50:4, | click | collaborate | 17:25 | communicati |
| 19 51:8, | 42:3 | 41:24 | 24:12 | ve |
| 16,20 | 49:18 | collaborati | 25:19 | 8:10 |
| 54:24 | 52:2,6 | on | 28:11 | communities |
| 56:6,13, | 110:18 | 22:9 | 35:16 | 113:6 |
| 15,18 | client | collaborati | 36:2 | companies |
| 92:9 94:6 | 2:17 23:5 | ve | 44:4,15 | 108:1 |
| 123:10 | clients | 88:23 | 45:25 | company |
| clarificati | 21:2 | colleague | 47:6 | 14:25 |
| on | 22:17 | 4:18 | 52:15 | 15:14 |
| 6:24 34:8 | 28:20 | 67:19 | 55:21 | 16:15 |
| 62:6 | 29:15 | colleagues | 112:3 | 41:18 |
| clarify | 30:17 | 51:10 | 114:22 | 54:8,9 |
| 37:21 | 43:17 | collective | 117:11,13 | 58:21 |
| 77:19 | 57:16 | 38:5,21 | 119:13,15 | 60:6 |
| 109:12 | 64:14 | 42:23 | committee's | 62:22 |
| clarity | 67:20 | Colvin | 5:11 | 63:8 |
| 109:9 | 77:12 | | 11:21 | 76:18 |
| class | | | 18:7 | 79:3 |
| 7:7 8:5 | | | 19:20 | |
| 10:10 | | | 27:21 | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: compile..conversations

| | | | | |
|--------------------|--------------------|--------------------|--------------------|--------------------|
| 80:24 | concerns | 60:1,13, | contacts | 73:1,12, |
| 81:3,10 | 21:12 | 14 61:9 | 63:1,9,16 | 15,17,18 |
| 88:10 | 23:10 | constructiv | contentious | 81:23,25 |
| 93:15,16, | 30:21 | e | 23:7 | 82:2,22, |
| 20 100:2 | 33:23 | 21:3 | contest | 23 83:3,4 |
| 108:4 | 51:7 | 34:13 | 30:22 | 87:23,25 |
| 110:23 | 67:12 | 93:13 | contested | 88:4 |
| compile | 68:7 70:6 | consultant | 16:12 | 90:5,16, |
| 81:2 | 84:22 | 63:9 | 35:21 | 19 95:21 |
| compiled | 93:12 | contact | contesting | 96:8,23 |
| 72:2,3 | 118:16 | 10:6,21 | 46:13 | 99:25 |
| 75:14 | conduct | 11:12 | context | 109:25 |
| compiling | 93:8 | 15:2 | 35:18 | 114:10,11 |
| 71:19 | confirm | 51:17 | 113:10 | contracting |
| complete | 122:19 | 64:5 | contingent | 73:22 |
| 11:11 | confiscated | 67:22 | 29:2 | 79:6 |
| 30:25 | 63:4 | 71:14 | continue | 80:14 |
| computer | confuses | 75:18 | 8:1 68:20 | contractor |
| 49:2 | 30:3 | 76:8 | 116:20 | 7:17 |
| con- | connect | 77:2,12 | 123:1,20 | 58:14 |
| 63:25 | 108:22 | 80:9,12 | continued | 59:25 |
| conceive | connected | 83:15,20 | 11:7 | 60:5,15 |
| 58:21 | 102:20 | 86:22 | continuing | 98:8 |
| concept | connection | 88:9 | 118:7 | contractors |
| 6:6 19:6 | 8:12 | 90:6,15 | contract | 8:2 9:22, |
| 28:12 | 22:14 | 92:15,19 | 16:5 60:2 | 25 56:25 |
| conceptual | 39:25 | 93:4 | 74:7 | 60:19,21 |
| 28:4 | 64:15 | 97:3,25 | 103:3 | 61:10,15 |
| conceptuall | 100:14 | 101:24 | 105:13 | 67:23 |
| y | consequence | 102:6 | 120:10 | 71:24 |
| 50:8 | 44:13 | 104:11 | contracted | 72:4 |
| concern | consistent | 110:3,8, | 14:25 | 73:18 |
| 18:7 22:4 | 18:19 | 20 111:7 | 15:3 | 82:6,11 |
| 28:5 | 34:21 | 115:1,4, | 25:23,24 | 85:25 |
| 31:10,15 | 115:12 | 5,6,7,9 | 31:3 | 87:8 |
| 32:2 | constructed | 118:4,14 | 53:19 | 107:1,6 |
| 56:17 | 59:20 | 122:1 | 56:23 | 115:22 |
| 95:13,17 | constructio | contacted | 57:3 | conversatio |
| concerned | n | 8:8 10:16 | 59:23 | n |
| 25:3 | 57:21 | 92:23 | 60:25 | 99:3 |
| 48:14 | 58:17 | 105:18 | 61:4,6 | 103:23 |
| | 59:20 | contacting | 72:14 | 116:10 |
| | | 77:6,12 | | conversatio |
| | | 78:20 | | ns |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: cooperation..court

| | | | | |
|--------------------|--------------------|-----------|-----------|-----------|
| 25:13 | costly | 16 21:19, | 17,22 | 16,21 |
| 76:12 | 24:22 | 24 23:15 | 66:6,25 | 97:12 |
| 91:22 | | 25:10,18 | 67:11 | 98:10,13, |
| cooperation | costs | 26:15,22, | 68:11,17 | 21 99:4, |
| 37:1 | 112:24 | 25 27:2, | 69:13,22 | 16,20 |
| 63:22 | counsel | 20 28:2 | 70:20,24 | 100:12, |
| | 2:14,19, | 29:25 | 71:3,6,11 | 15,22 |
| copy | 21,24 | 30:6,13, | 72:2,8, | 101:1,2, |
| 21:15 | 52:15 | 19 31:1, | 13,18,22, | 6,9,15, |
| 97:21 | 103:12 | 9,21,24 | 25 73:4, | 17,20 |
| 104:4 | 104:3,5 | 32:17,20 | 6,8,10,23 | 102:3,24 |
| | 109:5,21 | 33:7,10 | 74:2,6, | 103:2,10, |
| Corp | 122:21 | 34:5,24 | 10,14,20, | 11,15,18, |
| 59:20 | | 35:2,4,5, | 25 75:9, | 21 104:15 |
| corporal | counterpart | 10,12 | 13,17,21 | 105:5 |
| 39:6 | y | 36:3,6,9 | 76:3,13, | 106:4,7, |
| | 60:3 | 37:19 | 21,23 | 10,16,17 |
| corporate | country | 38:3,20 | 77:13,15, | 107:7,13, |
| 37:6 | 85:9 | 39:11,19 | 20 78:1, | 18,21 |
| 55:11 | | 40:7,13 | 9,14 | 108:10, |
| Corporation | couple | 43:7,23 | 79:5,12, | 15,17,19, |
| 119:20 | 8:4 10:18 | 45:2,6,24 | 17,22 | 22,25 |
| | 16:19,23 | 46:5,7 | 80:1,6, | 109:3,14, |
| correct | 112:25 | 47:19,23 | 14,18 | 17 110:7, |
| 8:15 | | 48:1,3,8, | 81:1,5,9, | 17,24 |
| 12:22 | court | 25 50:3, | 12,15,20 | 111:2,6, |
| 13:9 16:8 | 2:2,19,25 | 9,22 | 82:8,12 | 16,23 |
| 55:12 | 3:8,12, | 51:5,18 | 84:3,5,7, | 112:1,5,9 |
| 73:3 | 16,20,24, | 52:9,12, | 17,23 | 113:8,9, |
| 92:18 | 25 4:2,3, | 23 53:4, | 85:3,6,12 | 10,13,23 |
| 100:5 | 12 5:13, | 11,14,17 | 86:2,5,7 | 114:3,7, |
| 103:4 | 18,22 | 54:1,4,7, | 87:1,3, | 17 |
| 107:12 | 6:18,23 | 17 55:2, | 12,25 | 115:19,24 |
| 112:4,7 | 7:4,10 | 10,14 | 88:12,18, | 116:6,7, |
| 119:9 | 8:11,18, | 56:1,14 | 21,25 | 9,18,23 |
| 120:5 | 20 9:5,6, | 57:1,12, | 89:6,15, | 117:5,20, |
| | 16 10:1, | 23 58:9, | 17,24 | 22 118:1, |
| correctly | 3,7,23 | 15 59:2, | 90:3 | 19,21 |
| 96:2 | 11:5,10, | 3,9,13, | 91:13,14, | 119:6,10, |
| 100:16 | 13 12:8, | 17,22 | 20 92:4, | 13,17 |
| | 16,19,23 | 60:1,5, | 8,13,16, | 120:3,6, |
| corresponde | 13:1,5 | 10,12,20, | 19,25 | 11,14,15, |
| nce | 14:6,21 | 23 61:3, | 93:1,2,3 | 21,24 |
| 107:10 | 15:22 | 12,19,24 | 94:16,23 | 121:5,10, |
| | 16:9,13, | 62:10 | 95:6,12, | 12,15,24 |
| cost | 18 17:17 | 64:13,18 | 16,18 | 122:9,17, |
| 24:25 | 18:24 | 65:7,13, | 96:4,12, | 25 |
| 41:25 | 20:8,13, | | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: courtroom..Debtor's

| | | | | |
|-------------------|--------------------|---------------|-------------------|-----------------|
| 123:23,24 | criminal | Daniel | Dave | 14 40:8 |
| courtroom | 38:25 | 3:4,9 | 22:7 | 44:11 |
| 2:13 3:24 | 71:4 | Danny | day | 46:8 47:5 |
| 15:24,25 | cross- | 102:5 | 28:5 | 53:7 |
| courts | examination | dark | 42:14 | 55:22 |
| 19:16 | 123:12 | 62:19 | 46:6 | 56:22 |
| 32:25 | cross- | date | 58:23 | 60:15,16, |
| 70:12 | examining | 2:7,8,9 | day-to-day | 17 62:3, |
| cover | 123:6 | 4:6,8,9, | 110:23 | 18 69:22 |
| 66:13 | cultural | 15 10:12 | days | 70:9,15 |
| 87:22 | 32:7 | 11:8,13, | 11:15 | 71:14,18 |
| covered | cumbersome | 22 12:1, | 14:19 | 72:11 |
| 14:11 | 69:25 | 12,15 | deadline | 74:8,11 |
| 111:12,14 | current | 13:20,25 | 14:18 | 75:18 |
| 114:9 | 7:21 | 14:2,18, | 121:9 | 76:4 |
| Coverings | 14:23 | 20,23 | deal | 77:16,19, |
| 2:5 4:4 | 16:16 | 18:1,19, | 41:10 | 21 78:2 |
| 27:8 54:4 | 25:21 | 21 24:6 | 94:23 | 82:14,21 |
| 57:3 | 53:6,18 | 27:6,12 | 97:22 | 83:3,12, |
| covers | 55:4 | 29:21 | 121:16 | 13 84:8, |
| 109:19 | 56:19 | 35:19,21 | dealing | 11 85:15, |
| create | 72:3,10, | 36:10,15 | 8:16 | 16,18 |
| 62:12 | 14 73:12 | 38:17 | 10:10 | 86:6,21 |
| created | 81:21,22 | 39:25 | 79:7 | 87:13 |
| 90:4 | 82:6 | 40:1,2,3, | dealt | 88:1,5 |
| creditor | 85:24 | 7 46:11, | 42:9 | 90:4,10, |
| 105:10 | 95:20 | 12 52:19 | debate | 14 91:10 |
| 111:8 | 96:6,7 | 54:9 | 4:20 | 96:25 |
| creditor's | 105:24 | 57:7,17, | Debtor | 97:3,7 |
| 26:11 | cut | 23 59:9 | 2:14 4:14 | 98:4 99:9 |
| creditors | 23:17 | 69:19,23 | 7:12 10:8 | 100:4,5, |
| 3:3 10:4, | 43:24 | 70:9 | 13:7 | 9,10 |
| 5,9,20 | 50:18 | 75:19 | 15:1,4,7 | 101:23 |
| 14:16 | cuts | 86:1 | 16:2 | 102:9,12 |
| 35:8,14 | 33:12 | 87:14 | 23:10,21 | 105:11 |
| 36:7,11, | D | 88:18 | 24:2,6 | 106:17,25 |
| 12 39:9 | | 91:6 | 25:18,25 | 109:4,5, |
| 40:14,21 | damages | 95:8,11 | 26:8,16 | 9,20 |
| 52:16 | 2:9 4:8 | 113:16 | 28:2 | 110:21 |
| crime | Dan | 122:1,13, | 29:11 | 112:17,20 |
| 22:20 | 67:19 | 20 | 31:12,22 | 114:23 |
| | | dates | 35:6,7 | 116:11 |
| | | 2:11 4:10 | 36:9,10, | 117:10,13 |
| | | 121:21, | | 118:3,5,8 |
| | | 22,25 | | Debtor's |
| | | | | 2:6 4:5 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: Debtors..due

| | | | | |
|--------------------|--------------------|--------------------|--------------------|------------------|
| 6:2 7:21 | 29:16 | determinati | directing | 109:13 |
| 8:12 9:9, | 30:18,21 | on | 36:7 | docket |
| 11 14:22 | 62:21 | 91:9 | 112:23 | 91:24 |
| 15:25 | 76:11,24 | determining | 113:18 | 92:1 |
| 16:14 | 98:2 | 63:1 | direction | document |
| 18:2 | 99:22 | deterrents | 96:25 | 13:2 |
| 25:22 | 106:23 | 42:16 | directs | 21:18 |
| 31:2,10 | 110:6 | deviate | 35:13 | 33:14 |
| 52:15 | 123:11 | 32:15 | disadvantag | 34:25 |
| 54:21 | declaration | device | e | 36:12 |
| 68:4,12 | s | 90:13 | 14:5 | 52:20 |
| 69:10 | 23:4 | devices | disagreemen | 98:2 |
| 104:2,5 | default | 71:6 | t | 102:23 |
| 109:21 | 123:7 | 83:14 | 13:14 | documents |
| Debtors | defendants | dialogue | disconnecte | 117:8 |
| 2:16 | 76:25 | 117:20,24 | d | 123:7 |
| 4:17,21 | 107:25 | diametrical | 80:21 | Doe |
| 7:3,5,18, | defer | ly | discovery | 87:15 |
| 25 9:1 | 65:19 | 6:22 | 62:16 | 92:21,23 |
| 10:4 | defined | Diario | discussed | door |
| 22:16 | 12:4,5 | 65:20 | 101:14 | 60:8 |
| 28:6 29:6 | degree | 66:16 | discussion | doors |
| 30:23 | 10:6 | 113:4 | 68:21 | 58:9 |
| 43:13 | deny | 114:1 | dispute | dots |
| 64:10 | 25:6 | differentia | 116:16 | 108:23 |
| 100:11,18 | depending | te | disputes | draft |
| 104:8,18 | 17:23 | 55:6 | 117:8 | 45:25 |
| 110:10 | depends | diligence | 118:18 | 47:4 |
| 111:9 | 64:9 | 63:6 | disseminate | 52:23 |
| 116:8 | describe | Ding | 9:24 | 111:16 |
| 119:18 | 17:13 | 101:11 | distinction | 117:1,2 |
| Debtors' | design | direct | 53:21 | drafts |
| 103:12 | 62:15 | 8:12 10:6 | distributio | 25:12,14 |
| 109:5 | designed | 15:2 28:6 | n | 44:3 |
| December | 19:15 | 34:16 | 40:21 | drag |
| 59:6 | 45:1 | 56:22 | district | 88:14 |
| decide | detailed | 57:2 | 38:3,20 | drop |
| 47:11 | 86:4 | 72:4,11 | 39:11 | 78:24 |
| 116:11 | deter | 105:12 | 46:5,7 | dropping |
| decision | 45:1 | directed | 77:13 | 30:11 |
| 41:1 | | 110:25 | | due |
| 116:16 | | | | |
| declaration | | | | |
| 22:8 | | | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: early..employees

| | | | | |
|--------------------|--------------------|-----------|-----------------|------------------|
| 21:10 | 82:4 86:3 | 55:8,12 | 21,25 | 97:5,11, |
| 23:12 | E1 | 56:24 | 116:7,17, | 14,17,18, |
| 33:22 | | 57:8,14, | 22 117:19 | 19 102:19 |
| 40:8 63:6 | 65:20 | 24 58:3, | 118:21 | 116:12 |
| | 66:16 | 13,25 | 119:9,11, | 122:12 |
| | 113:4 | 59:8,19, | 15 120:5, | 123:17 |
| E | 114:1 | 24 60:4, | 8,12 | emailed |
| | Elaine | 7,11,18, | 121:2,6, | 74:23 |
| early | 3:5,11 | 22 61:2, | 11,13 | emails |
| 32:6 | electronic | 14,22 | 122:8,14 | 16:15 |
| 54:16,25 | 8:25 | 63:6 | 123:21 | emergency |
| 55:20 | electronica | 67:24 | Elrod's | 24:4,5 |
| easier | lly | 68:10 | 13:15 | emphasize |
| 32:11 | 6:9 48:12 | 69:8 | 18:10 | 21:1 |
| 57:12 | Elrod | 70:17,22 | 118:15 | employed |
| 91:10 | 2:15 | 71:1,4,8 | Elrond's | 83:13 |
| 112:25 | 4:16,17 | 72:1,12, | 43:20 | 104:25 |
| easily | 5:17 6:4, | 16,21,23 | email | 105:1 |
| 36:25 | 19 7:1,14 | 73:2,5,9 | 9:16,21 | 107:25 |
| easy | 8:14,19, | 77:24 | 15:7,14, | 108:1,3 |
| 55:19 | 24 9:7,18 | 78:3 | 16 16:1,6 | employee |
| 95:21 | 10:2 11:2 | 83:25 | 26:1 62:4 | 7:7,15,17 |
| ECF171-1 | 12:6,14, | 84:4,6, | 64:19 | 16:4,5 |
| 98:3,11 | 17,22,24 | 16,20 | 72:20 | 22:3 |
| effective | 13:3,6, | 85:21 | 73:11,20 | 31:23 |
| 34:14 | 11,24 | 86:3,6,23 | 79:11 | 37:6 54:8 |
| 40:7,18 | 15:17 | 87:2,5,24 | 80:2,6,11 | 59:6,23 |
| 46:13,15 | 16:8,19 | 90:1 | 81:22,23 | 61:4 |
| 47:1 | 18:15 | 91:12,15, | 82:1,17, | 69:17 |
| 85:19 | 19:4 | 21 92:5, | 20,25 | 77:15,20 |
| 91:3 | 26:8,13, | 11,15,18, | 83:2,7,17 | 78:1 |
| effectively | 20,25 | 21 93:2 | 84:13 | 90:6,19 |
| 8:9 32:15 | 27:3 | 94:25 | 86:9,10, | 105:24 |
| efficiency | 30:11,14, | 95:9,13, | 11,14,15, | employees |
| 37:25 | 22 31:4, | 17 100:3, | 19 87:10 | 7:11,21 |
| efficient | 15 32:3 | 8,13,19, | 88:6 | 9:17,20 |
| 64:9 73:9 | 35:3 37:4 | 24 101:3, | 90:12,21 | 10:14 |
| effort | 41:12,20 | 8,13 | 92:13 | 14:24,25 |
| 39:3,8 | 47:17,20 | 104:16 | 93:15,19, | 15:3,13, |
| 67:22 | 48:2,7,13 | 106:15,20 | 20,22 | 14,15,18 |
| 88:20 | 50:17,25 | 107:12 | 94:19,21 | 16:1,2,16 |
| efforts | 53:2,3, | 109:15 | 95:22,24, | 25:21,23 |
| | 10,12,15, | 111:21,25 | 25 96:2, | 26:12 |
| | 21 54:3, | 112:4 | 7,9,15, | 28:9,13, |
| | 6,11,18 | 113:2,12 | 18,20,21 | |
| | | 114:4 | | |
| | | 115:16, | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: employees'..expect

| | | | | |
|-----------|--------------------|-------------------|--------------------|--------------------|
| 14 31:2 | 105:12,13 | English | envelopes | Excel |
| 39:9 40:4 | 106:2,12, | 5:8 6:11 | 87:20 | 75:5,10 |
| 48:16 | 13 107:1, | 12:13,18, | envision | 115:2 |
| 51:20 | 5,14 | 19,20,24 | 61:14 | exception |
| 53:6,18, | 108:7 | 17:1,8, | envisioned | 41:2 |
| 19,25 | 109:7,8, | 14,18,20 | 23:3 | 123:17 |
| 54:1,2,3, | 10,25 | 18:4,9,12 | equally | exceptions |
| 14,22 | 114:9,10, | 19:18 | 43:6 | 8:4 123:9 |
| 55:3,10, | 11 115:3, | 20:3,4 | equipment | exchange |
| 18,23 | 10 116:1 | 21:18 | 61:16,18 | 29:5 |
| 56:2,4, | employees' | 23:5 | equity | exchanged |
| 20,21,22, | 63:17 | 24:8,11 | 9:10 | 117:3 |
| 23 57:2, | 81:21,23 | 31:8 | equivalent | excuse |
| 3,6,7 | 86:22 | 32:8,12, | 98:9 | 4:23 |
| 58:21 | employer | 15 33:18 | Espanol | 19:16 |
| 60:17,18, | 69:16 | 37:3 | 49:25 | 100:8 |
| 20 61:5, | en | 41:17 | essence | executive |
| 6,25 | 49:24 | 42:4,12 | 31:17 | 120:10 |
| 67:17 | encourage | 65:24 | essentially | executory |
| 72:3,4,6, | 10:22 | 112:2,22 | 18:3 | 60:2 |
| 11,15,20, | 85:15 | enterprise | established | exhausted |
| 22,25 | 111:8 | 39:1 | 112:13 | 68:6,12 |
| 73:1,12, | 114:20 | entire | estate | exhaustivel |
| 13 74:21 | 118:15 | 29:24 | 35:10,16 | y |
| 77:1,2 | end | 32:18 | 49:11 | exist |
| 78:20 | 21:17 | 33:11,24 | 66:22 | 5:5 41:11 |
| 79:15 | 23:22 | 50:6 | ethical | 54:23,24 |
| 81:25 | 28:5 32:1 | entities | 93:8 | existed |
| 82:5,15, | 40:19 | 72:5 98:6 | 94:13 | 37:13 |
| 17,22,23 | 46:5 | 99:21,24 | eventually | existing |
| 83:4 | 47:13 | entitled | 24:6 | 22:16 |
| 84:12 | 91:1 94:2 | 39:11 | 28:24 | 24:9 |
| 85:24 | 117:13 | entity | evidence | 62:11 |
| 86:18 | 123:25 | 100:20,25 | 7:4 99:22 | 63:16 |
| 87:23 | endeavor | 101:3 | 121:13 | exists |
| 88:4 | 44:5 | 102:11, | 122:11,24 | 19:7 |
| 90:16 | enforcement | 13,18,20, | 123:4,5, | 59:17 |
| 91:23 | 45:15 | 25 104:7, | 7,15 | 62:24 |
| 93:5,14 | engaged | 17 108:8 | exact | expect |
| 95:21,22 | 22:13 | entry | 31:7 75:5 | |
| 96:6,7, | 79:4 | 2:6 4:6 | | |
| 16,24 | 103:13 | envelope | | |
| 97:4,6,8, | | 26:9 | | |
| 18 98:17 | | 87:18 | | |
| 99:2,10, | | | | |
| 15,25 | | | | |
| 104:12 | | | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: expedite..find

| | | | | |
|-------------------|--------------------|-----------------|------------------|------------------|
| 72:14 | Facebook | 108:12 | fee | 46:8 |
| 117:1 | 84:24 | 109:8 | 119:22 | 71:17 |
| expedite | faced | facts | feel | 76:11 |
| 116:19 | 121:8 | 30:16,23 | 39:22 | 91:24,25 |
| experience | facial | 41:10 | fiduciary | 95:8 |
| 66:8 | 29:13 | 59:1 | 119:17,18 | 105:21 |
| expert | facilitate | 107:17 | fighting | 109:13 |
| 19:5 56:5 | 42:5,22 | factual | 30:2 | 118:23 |
| expires | facilitatin | 58:3 | figure | 120:7 |
| 95:8 | g | fair | 5:23 34:9 | files |
| explain | 103:22 | 5:4 6:11 | 45:21 | 27:16 |
| 10:24 | facility | fall | 61:8 97:2 | filing |
| 36:4 38:7 | 55:19,20 | 87:6 | 106:19 | 2:7,10 |
| 123:18 | 59:12,20 | familiar | 109:5,20 | 4:7,9 5:6 |
| explaining | 61:5 | 9:5 37:21 | 117:12 | 13:17 |
| 5:9 | 109:11 | 100:19,24 | file | 14:17 |
| extent | facing | 101:4 | 10:22 | 19:12 |
| 5:5 6:13 | 84:6 | 104:16 | 14:9 | 28:22,25 |
| 7:4 15:3, | fact | 113:4 | 23:20 | 42:6 |
| 7 54:23 | 16:14 | Faven | 24:12 | 47:16 |
| 59:1 69:2 | 21:14 | 73:16,21 | 27:9,14 | 52:3 |
| 83:22 | 30:17 | 74:5 | 36:14,16 | 123:10 |
| 97:17 | 76:24 | 81:25 | 37:17 | filings |
| 116:25 | factor | 82:1,7 | 38:19 | 107:11 |
| extremely | 16:12 | 95:22 | 41:3 | fill |
| 49:21 | factories | 96:9,16 | 48:11 | 42:15 |
| eye | 49:23 | 97:6,8,19 | 51:14 | 83:20 |
| 99:7 | 55:6 | 102:4 | 52:18 | 90:13 |
| 100:2 | factory | Favens | 91:6 | 115:5 |
| 104:16 | 19:8 27:5 | 98:9 | 115:13 | final |
| 105:2 | 28:15,21 | FBI | filed | 16:25 |
| 106:13, | 37:5,8, | 22:9 24:9 | 6:6,13 | 27:16 |
| 18,24 | 13,15 | 43:10 | 14:6 | financial |
| 107:2,5, | 53:2,9,20 | 63:4 | 16:22 | 7:3 |
| 14 108:4 | 54:19 | features | 17:4,6 | find |
| 109:8,10, | 55:8 57:5 | 49:2 | 18:17 | 42:12,13, |
| 20 | 58:5,10, | February | 20:12 | 14,19 |
| | 16 61:16, | 57:24 | 21:21,22, | 51:25 |
| | 17 78:7, | 58:10 | 23 22:17 | 54:13 |
| | 12,18 | Fedex | 24:4 | 63:7 |
| | 99:13 | 87:18 | 26:18 | 68:4,8 |
| F-A-V-E-N | 103:7 | | 28:19 | 77:5,7 |
| 74:5 | | | 30:18 | 86:21 |
| | | | 38:3 40:4 | 87:4 88:9 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: finding..goal

| | | | | |
|--------------------|-----------------|--------------------|-------------------|-----------------|
| 98:5 | Floor | 18:2,3, | 20:12 | 70:19,24 |
| 102:6 | 2:5 27:8 | 11,12 | 26:19 | 76:13 |
| 112:10 | flooring | 19:6,14 | friends | 78:4,6,11 |
| finding | 3:15 4:4 | 24:17,23 | 64:3 | 83:22 |
| 77:5 | 54:4 57:3 | 26:10 | Fritz | 90:9 97:2 |
| finds | 107:4 | 31:11 | 3:5,9 | George's |
| 40:8 | FLSA | 32:19,21, | 20:9,11 | 78:9 |
| fine | 22:21 | 24 33:2,6 | 120:18 | Georgia |
| 4:24 | 28:23 | 44:24 | front | 27:5 |
| 14:15 | 37:9 | 45:5,20 | 75:6,10 | 53:23,25 |
| 16:16,20 | 38:5,21 | 67:14 | formal | 54:20 |
| 18:17,22 | 40:5 43:1 | formal | 24:12 | 55:18 |
| 19:3 | 56:5,17 | 119:11 | 50:1 | 57:5,6,9, |
| 24:16 | 91:8 | format | fulsome | 18 59:14 |
| 42:1 | fluent | 123:2,20 | 6:16 | 61:5 72:5 |
| 44:14 | 112:6 | forms | future | 74:2 |
| 55:24 | Flushing | 66:5 | 122:22 | 114:10 |
| 73:10 | 102:21 | forum | <hr/> | get all |
| 86:12 | fly | 9:3 | G | 81:24 |
| 112:17 | 123:13 | forward | <hr/> | Gi |
| 116:22 | focus | 40:23 | GAC | 101:2 |
| 122:25 | 67:8 | 118:12 | 10:7 | give |
| fined | 113:7 | found | Garrett | 10:20 |
| 27:17 | focused | 32:9 | 80:16 | 11:15 |
| Fing | 54:18 | frankly | 81:12 | 20:8 35:2 |
| 101:2 | 114:2 | 13:22 | 96:23 | 73:24 |
| fingerprint | folks | 14:17 | gatekeeper | 77:3 |
| ing | 106:24 | 23:9 | 31:19 | 94:19 |
| 29:14 | force | 24:18 | 95:14 | 102:22 |
| fired | 34:7 | 25:4 | gathering | 110:9 |
| 78:21 | foreign | fraudulent | 116:4 | 114:25 |
| firm | 3:3 | 5:6 19:12 | general | 115:5 |
| 29:21 | forget | 27:17 | 78:18,21 | 116:23 |
| 34:18 | 31:11 | fraudulent1 | 113:6 | 118:17 |
| 41:9 | form | y | generally | 121:24 |
| 102:17 | 2:9 4:9, | 13:18 | 66:9 | 122:12 |
| fix | 23 12:12, | free | 107:9 | giving |
| 108:20 | 16,17 | 23:23 | 123:13 | 17:22 |
| flagged | 13:17 | 41:25 | George | 41:14 |
| 11:23 | 16:24 | Friday | 22:10 | 115:14 |
| flipping | 17:18 | 3:6 6:6 | 63:2 | goal |
| 43:15 | | | | 23:10 |
| | | | | 40:17 |
| | | | | 42:5,6 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: good..hearing

| | | | | |
|------------------|----------------|-----------|------------------|----------------|
| 45:19 | 89:23 | 40:16 | 105:6,22 | 78:22 |
| 56:11 | 110:14 | 43:8 | 107:8,15, | 80:25 |
| good | guess | 44:4,7, | 16,20,22 | happy |
| 2:15 3:2 | 5:14 6:1 | 10,23 | 108:13, | 11:4 12:6 |
| 4:2 20:23 | 12:11 | 45:4,10 | 16,18,20, | 17:13 |
| 24:20 | 13:18 | 46:1 | 24 109:2, | 26:13 |
| 25:6 | 18:15 | 47:7,24 | 21 110:2, | 53:12,16 |
| 46:18 | 22:18 | 49:5,13 | 5,11,18 | 64:6 73:7 |
| 49:14 | 28:8 | 51:16,22 | 111:1,5, | 87:24 |
| 65:16 | 31:10 | 52:10,22 | 12,15 | 106:20 |
| 71:14 | 36:18 | 56:1,3 | 112:3,6,8 | 109:15 |
| 76:20 | 60:14 | 57:16 | 113:22,24 | |
| 86:10 | 67:2 | 58:1,8 | 114:22 | hard |
| 88:8 | 69:13 | 59:3,9, | 117:21 | 21:25 |
| | 71:11 | 11,14,18 | 118:13 | 22:1 |
| grant | 84:7 | 62:4,9,14 | 120:15, | 25:15 |
| 39:24 | 104:10 | 64:16,25 | 18,22 | 36:23 |
| 46:6 | 105:7 | 65:9,15, | 121:4 | 84:9 89:5 |
| | 106:11 | 19 66:1, | 122:15,18 | |
| granted | 118:24 | 18 67:7, | 123:22 | harder |
| 2:11 | | 12 69:2 | | 42:18 |
| granting | | 76:3,10, | Halegua's | harm |
| 4:11 | H | 22 77:17, | 31:18 | 30:4 |
| | | 25 78:6, | 68:15 | 61:20 |
| great | | 11,15 | 106:23 | |
| 53:14,17 | hac | 81:10,14 | 117:11 | head |
| | 3:6 20:12 | 84:20,24 | | 96:11 |
| greater | | 85:1,4,7, | half | |
| 51:7 | Hail | 23 87:3 | 29:2 | hear |
| 56:16 | 66:21 | 88:3,7, | 57:10 | 18:6 |
| | | 16,19,22 | | 28:3,11 |
| Greenberg | Halegua | 89:1,9, | hand | 118:15 |
| 23:22 | 3:2,3,11 | 16,18 | 33:16 | 121:13 |
| 24:20 | 5:21,22, | 91:7,21 | 69:15 | |
| 49:16 | 25 10:13, | 93:3,6 | handed | heard |
| 98:25 | 17,19 | 94:20 | 5:3 13:22 | 19:19 |
| 104:21 | 16:12 | 95:1,7 | 17:14,15 | 20:10,19, |
| | 20:14,18, | 97:10,25 | | 20 25:17 |
| group | 22,23 | 98:1,11, | handled | 29:1 56:9 |
| 20:6 39:8 | 21:21,25 | 14,22 | 73:6 | 122:5,6 |
| 62:11,22 | 28:16 | 99:6,17 | | |
| 63:12,23 | 30:1,15 | 101:25 | happen | hearing |
| 82:13 | 32:5,17 | 102:2,10, | 38:10,16 | 11:7 |
| 90:2 | 33:3,8 | 14 103:1, | 42:22 | 17:24 |
| 115:22 | 34:4,11, | 4,13,16, | 46:9 | 24:6 |
| | 25 35:5 | 19 104:2, | 58:17 | 35:22 |
| groups | | 14,20 | happened | 56:25 |
| 62:25 | | | 29:20 | 71:8 |
| 63:16 | | | 38:5 | 113:3,7 |
| 76:19 | | | | |

**SALE HEARING
IN RE WELLMADE FLOOR COVERINGS**

September 29, 2025
Index: hearings..imprisonment

| | | | | |
|------------------|-----------------------|--------------------|-----------------|--------------------|
| 116:21 | honest | 77:23,24 | housing | ideal |
| 121:25 | 52:4 | 78:4 | 108:16 | 50:2 51:7 |
| 122:1,13, 19 | Honor | 79:21 | how's | identified |
| hearings | 4:16 5:21 | 81:4,19 | 41:19 | 7:20 98:7 |
| 40:24 | 6:20 7:1, | 82:3 | Hu | 99:6 |
| 122:23 | 14 9:19 | 83:25 | 100:23 | identify |
| 123:1 | 10:2 | 85:7,21 | 102:9,16 | 7:6 39:8 |
| heavy | 11:3,20 | 86:23 | 103:5,8 | 102:19 |
| 5:3 13:22 | 12:15 | 87:24 | 109:22 | identifying |
| 14:15 | 13:10 | 93:7 | huge | 99:10 |
| 17:13,15 | 14:2,5, | 95:10 | 42:16 | imagine |
| held | 12,19 | 96:11,19 | 52:7 | 87:6 |
| 10:8 | 15:17 | 100:3,20, 21,25 | human | 92:22 |
| helpful | 16:8,11, | 101:19 | 67:25 | 106:23 |
| 13:13 | 17,19 | 102:2 | Humnicky | immediately |
| 41:15 | 18:14 | 105:20 | 2:20,21 | 14:4 |
| 49:1 | 19:4 | 106:9,15 | 5:10 | immensely |
| 67:16 | 20:11,23 | 109:16 | hundred | 25:4 |
| 98:23 | 21:2 | 111:15, 21,25 | 112:25 | implication |
| 117:4 | 26:14 | 113:2,22 | hundreds | 68:13 |
| Herrin | 28:16 | 116:22 | 75:11 | implication |
| 2:21 | 30:10,14, 23 31:5, | 117:19 | hung | s |
| hey | 6,15 32:3 | 118:21 | 8:9 74:23 | 23:19 |
| 40:23 | 33:3 | 119:16 | 80:25 | important |
| 89:2,4 | 34:11 | 120:9 | hurdles | 22:24,25 |
| 104:12 | 40:16 | 121:3 | 42:11 | 40:12 |
| hiding | 41:7 42:9 | 122:16 | hybrid | 68:23 |
| 86:4 | 43:22 | 123:22 | 123:2,20 | 94:1 |
| higher | 49:13 | Honorable | I | importantly |
| 119:7,21 | 50:18 | 3:25 | | 10:2 |
| hired | 52:4 | horse | | impose |
| 24:23,24 | 53:3,13 | 119:2 | | 119:18 |
| 29:21 | 54:6,11 | hours | | impression |
| Hispanico | 55:5,25 | 22:22 | ICE | 91:25 |
| 113:25 | 57:15 | 38:14 | 22:9 | 117:23 |
| 114:5,7 | 58:4 | 103:22 | ID | imprisonmen |
| hold | 64:17 | 116:7 | 85:10 | t |
| 3:8,21,23 | 65:15 | housekeepin | idea | 4:25 |
| 72:8 | 67:8 | g | 50:7 | 13:18 |
| 120:1,24 | 68:10 | 118:20 | 63:22 | 14:15 |
| | 70:18 | 121:19 | 74:25 | 18:22 |
| | 72:1,17, | 122:15 | 102:24 | |
| | 21 73:2 | | | |
| | 74:1 | | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: improper..intimidation

| | | | | |
|----------------------|--------------------|--------------------|-------------------|----------------------|
| 19:3 | 31:14 | individuals | 83:15,21 | 93:13 |
| 44:14,20 | 47:25 | 20:7 | 85:17 | instances |
| improper | 49:16 | 24:10 | 86:22 | 14:13 |
| 42:1 43:3 | 79:11 | 26:1 | 88:9 | 25:25 |
| 93:10 | 80:2 | 28:23 | 90:7,15 | 26:2,3,15 |
| inappropriate | 81:25 | 75:19 | 92:15,19 | instruction |
| 18:23 | 82:5 | 76:5,25 | 93:4 | s |
| 78:25 | Incorporate | 78:24 | 97:3,25 | 89:12 |
| | d | 79:3 | 98:4 | intend |
| inaudible | 2:5 4:5 | 87:13 | 99:24 | 7:22 8:1 |
| 18:16 | incorrect | 98:6 | 101:24 | 9:23 |
| 99:4 | 109:12 | 101:10, | 102:7,11 | 85:24 |
| 108:20 | increase | 21,22 | 103:12 | intended |
| inch | 119:1 | 102:6 | 104:6,9, | 14:16 |
| 23:12 | independent | 104:22 | 11,13 | intent |
| include | 8:2 9:21 | 109:23 | 105:18 | 66:8 |
| 4:22 5:7 | 59:25 | 110:2,7, | 109:21 | intention |
| 13:7,16, | 60:5,15, | 12 | 110:4,8, | 8:24 13:4 |
| 25 14:13 | 18,20 | Industries | 12,20,22 | 46:4 |
| 16:25 | 61:10,15 | 27:8 | 111:7 | 60:10,12 |
| 17:13,25 | 71:24 | Industry | 114:14, | interested |
| 19:2 | 72:4 | 105:3 | 15,21,23 | 37:25 |
| 26:17 | 73:17,21 | 108:8 | 115:1,4, | interests |
| 31:12 | 82:6,10 | ineffective | 5,7,8,9, | 35:9 |
| 44:5 | indicating | 38:18 | 17,20,23, | International |
| 94:18 | 59:5 | information | 25 116:2, | al |
| included | indicted | 5:7 6:17 | 3,4,10 | 2:5 4:4 |
| 14:1 49:6 | 70:25 | 8:10 | 118:4,14 | 27:9 54:5 |
| 99:19 | 71:1 | 15:2,5 | initial | 57:4 99:7 |
| 105:25 | indirectly | 17:23 | 21:22 | 100:2 |
| 109:24 | 106:25 | 18:4 | 24:11 | 105:2 |
| includes | individual | 26:6,16 | 28:19 | 108:4 |
| 14:24 | 26:1,11 | 29:5,12, | 119:2 | intervened |
| 16:24 | 87:20 | 13 31:23 | Initially | 43:11 |
| 25:22 | 97:20 | 37:18 | 24:8 | interview |
| 26:10 | 101:4,5,7 | 42:2 | inquiries | 65:10 |
| including | 102:19 | 52:21 | 8:7 | interviewed |
| 7:25 | 117:16 | 62:18 | insider | 67:19 |
| 11:24 | 121:25 | 64:10 | 100:9 | intimidatio |
| 12:11 | individuall | 67:22 | installing | n |
| 13:7 | y | 68:4 69:1 | 61:15 | 13:23 |
| 16:22 | 63:23 | 71:15,17 | instance | |
| 30:8 | | 75:4,19, | 21:15 | |
| | | 24 76:2,8 | 42:3 | |
| | | 80:9,12 | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: investigated..Latino

| | | | | |
|--------------------|----------------|------------------|------------------|------------------|
| investigate | 19:22 | 92:21,23 | 29:19 | 104:18 |
| d | 35:23 | | 33:12 | 106:17 |
| 67:25 | 37:8 44:1 | joined | 39:24 | |
| | 48:18 | 2:17 4:18 | 45:6 | lack |
| investigati | 52:2 | 120:19 | 62:15 | 62:12 |
| on | 61:23 | Joinwin | 63:13 | landing |
| 102:17 | 84:6 | 74:12 | 66:11,13 | 61:3 86:8 |
| 118:9 | 94:10 | 79:6 | 67:24 | |
| investment | 117:18 | 82:22 | 98:7 | language |
| 24:24 | | 83:4 | 103:14 | 3:4 4:22 |
| | item | 96:23 | 112:14 | 8:16 |
| Investments | 5:11,14 | 98:20 | 113:25 | 13:13,16 |
| 3:15 | | 102:3 | 114:5 | 16:22,25 |
| | items | 103:4 | 120:19 | 17:3,8, |
| invitation | 5:24 12:3 | | | 14,24 |
| 64:3 | | Jones | knowable | 18:1,8, |
| | J | 2:23 3:18 | 67:9 | 14,16,19, |
| invoice | | | | 21 21:18 |
| 75:3,8 | | Journal | knowing | 23:1 |
| 80:22 | J.P. | 23:6 | 42:5 | 26:21 |
| | 3:9 | 40:25 | 51:19 | 30:8 |
| invoices | | 65:4,11, | | knowledge |
| 75:15 | | 13 66:2, | knowledge | 32:16,22 |
| 81:2,16 | jail | 16 113:4, | 8:14,17, | 43:9 |
| 84:10 | 43:14 | 5 | 19 77:22, | 44:20 |
| | 76:15 | | 24 78:3 | 47:6,7,8, |
| involved | | JP | 100:7 | 12 48:23 |
| 34:18 | Jen | 3:5 | | 65:1 |
| 38:25 | 78:7,13, | | | 68:14 |
| 41:8 | 16 | Judge | L | 112:21,22 |
| 57:21 | Jiang | 2:3 3:21 | | 114:5 |
| 117:10 | 100:17 | | | 120:20 |
| | Jiangsu | Jun | L-I | |
| issue | 99:7 | 78:7,13, | 78:19 | languages |
| 12:10 | 105:3 | 16 | | 48:17 |
| 28:10,18 | 106:14,18 | | L-U | 49:3 |
| 43:21 | 107:14 | | 78:19 | |
| 48:2 58:4 | 108:8 | K | | large |
| 86:1 | 109:8,10, | | L1 | 61:21 |
| 94:24 | 20 | Karaskila | 22:15 | |
| 95:11 | | 2:18 7:2 | | Lls |
| 113:9 | Jiayi | | 98:24 | larger |
| 114:8,9 | 22:10 | keeping | | 81:7 |
| | | 95:18 | labor | 122:3 |
| issued | job | | 22:11,14, | late |
| 40:1 | 28:5 32:9 | Key | 19 24:10 | 41:4 |
| | 85:8 | 101:12 | 38:25 | |
| issues | | | 56:9 98:8 | Latino |
| 11:23 | John | kind | 99:1 | 29:10 |
| 12:9 | 2:15 4:17 | 12:7 22:5 | 100:5,13 | 67:17 |
| 16:23 | 87:15 | 25:16 | 101:14 | 89:22 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: law..Mahone

| | | | | |
|----------------|-------------------|-------------------|-------------------|---------------|
| law | 45:15 | 60:24 | 101:21 | 73:25 |
| 5:9 10:7 | 48:17 | 68:8 | 105:8,24 | looked |
| 17:16 | 51:11,13 | limitation | 106:3 | 49:17 |
| 21:11 | 52:16 | 37:10 | 109:24 | 95:23 |
| 24:19 | legalese | limited | 110:3,7 | lot |
| 34:18 | 33:14 | 11:24 | listening | 25:13 |
| 38:6 | legitimate | 123:9 | 43:17 | 29:12,13 |
| 43:20 | 35:24 | limiting | lists | 32:11 |
| 54:12 | 94:10 | 37:12 | 106:1 | 33:17 |
| 56:6 | legwork | 53:25 | litigate | 49:2 |
| 66:12,20 | 72:24 | lines | 23:22 | 54:15 |
| lawsuit | 73:7 | 39:10 | 28:17 | 57:19 |
| 22:17 | 104:4 | link | 39:5 77:4 | 63:21 |
| 77:3 | Leo | 6:8,15 | litigation | 67:14 |
| lawyer | 94:5,6 | 47:17,22 | 46:15 | 69:11 |
| 42:13,14 | Leo's | 89:10 | Liu | 72:24 |
| lawyers | 62:21 | liquidated | 108:2 | 73:7 |
| 38:15 | 76:11 | 46:9 | Lived | 85:22 |
| 99:1 | lethal | list | 108:16 | 89:3 |
| lead | 68:14 | 10:20 | LLC | 91:10 |
| 2:23 | letter | 61:8 64:5 | 3:15 27:8 | 93:14 |
| 13:18 | 36:4 | 72:3,5, | local | 99:12 |
| 20:15 | 87:22 | 10,16,19 | 2:21 | 111:13 |
| leaning | 104:21 | 75:2,7,14 | 27:13 | low |
| 90:18 | 106:21,22 | 79:23 | locations | 38:7 |
| leave | 107:13,21 | 81:2,16 | 55:7 | Lu |
| 38:20 | 109:12 | 82:10 | long | 77:9,20 |
| 52:24 | letterhead | 83:9,11 | 18:25 | 78:7,13, |
| 58:18 | 104:22 | 84:10,12 | 66:3 | 19 |
| 112:12 | level | 87:17 | 77:18 | Lu's |
| leaving | 21:13 | 90:5,9 | 88:14 | 77:11 |
| 52:11 | Li | 91:22 | 118:9 | 78:16 |
| left | 78:18 | 93:24 | longer | <hr/> |
| 5:20 | lies | 94:18 | 15:13 | M |
| 53:15 | 43:12 | 98:6 | 73:25 | <hr/> |
| 82:21 | lift | 99:11 | 93:21 | made |
| 83:3 | 39:17 | 102:5 | lookback | 6:3 39:16 |
| 96:22 | lifted | 105:10,25 | 53:5 | 43:10 |
| 102:8 | 39:12 | 109:19,24 | 55:17 | 67:14 |
| legal | limit | 115:1,3,6 | 56:5,16, | 75:6 |
| 19:5 | | listed | 19 57:6 | Mahone |
| 32:16 | | 61:9 | | 5:19 |
| 33:19 | | 79:3,15 | | 122:1 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: mail..miscited

| | | | | |
|-----------------|-----------------|------------------|-------------------|--------------------|
| 123:18 | 63:13 | market | 109:22 | messages |
| mail | 72:13,18 | 107:3 | Mcgregor's | 64:4 |
| 8:21,23, | 89:20 | marketing | 115:2 | messaging |
| 25 15:6 | 94:1 | 118:25 | Meaning | 9:2,8 |
| 26:7,9,12 | making | 120:1 | 92:13 | 84:18 |
| 62:3 | 40:3 | Mary | means | messenger |
| 64:19 | 43:24 | 66:21 | 19:10 | 84:24 |
| 86:10 | 67:21 | mass | 52:5 66:3 | method |
| 87:11,14 | 76:19 | 121:21,22 | 119:24 | 69:15 |
| 97:9,14 | manager | 122:7,10 | mechanics | methods |
| mailed | 78:7,12, | matter | 48:11 | 53:1 |
| 97:21 | 18,21 | 121:19 | mechanism | 64:20 |
| mailing | managing | matters | 9:8 15:19 | 69:4 |
| 11:12 | 110:22 | 2:4 12:7 | mechanisms | Mexico |
| 26:1 | Mandarin | 118:20 | 86:25 | 51:4 |
| 72:20 | 5:1 6:7 | Mcgregor | meet-and- | MFR |
| 73:11 | 9:9,11 | 2:16 4:18 | confer | 27:8 |
| 81:21,23 | 12:20,25 | 8:7 72:24 | 62:16 | Miami |
| 86:18 | 13:1,8, | 73:3,6,15 | meeting | 51:4 |
| 90:20 | 13,21 | 74:1,5,9, | 29:18 | million |
| 96:17,19, | 14:8 | 12,18,22 | meets | 24:24 |
| 21 97:7 | 17:1,10, | 75:2,12, | 31:16 | 40:22 |
| main | 19,20 | 16,20,22 | member | 42:25 |
| 114:5 | 18:5,8,13 | 77:22 | 100:4 | 119:2,3 |
| majority | 21:17 | 79:2,8, | mentioned | mind |
| 16:15 | 26:18,23 | 14,20,23 | 68:24 | 22:24,25 |
| 31:6 82:7 | 27:4,24 | 80:3,8, | 69:25 | 46:22 |
| make | 31:7,13 | 16,19 | 70:2 | 50:7 72:9 |
| 3:13 22:1 | 32:1,8,10 | 81:4,6,18 | 105:23 | minimize |
| 34:3 | 34:2 | 82:3,9 | 113:25 | 24:3 |
| 40:18 | 36:21 | 83:19 | mentioning | minimum |
| 41:6 | 37:3 44:6 | 86:3 90:4 | 37:23 | 23:11 |
| 42:18 | 45:7,9,12 | 95:20 | mere | 42:7 |
| 43:11 | 46:22 | 96:1,5, | 17:15 | 76:13 |
| 46:17 | 48:15 | 13,19 | message | 104:10 |
| 58:11 | 50:15,21, | 97:16 | 67:17 | 117:1 |
| 60:8 91:9 | 24 51:1, | 100:5,7, | 69:23,25 | Miscellaneo |
| 98:15 | 20 52:24 | 21 | 70:8 | us |
| 99:18 | 111:19 | 101:16, | 87:10 | miscited |
| 110:15 | 112:2,7 | 18,22 | 91:2,14 | 19:16 |
| 116:16 | manner | 102:6 | | |
| 123:12 | 2:9 4:9 | 104:3,11 | | |
| makes | Mark | 105:20 | | |
| 34:21 | 3:14 | 106:6,9 | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: misconceptions..notice

| | | | | |
|-----------------------|-------------------|--------------------|--------------------|-----------|
| misconceptions | 2:6 4:6 | 79:1,10, | 25:19 | 23 10:4, |
| | 8:21 | 11 80:4 | 118:24 | 9,13 |
| 85:22 | 21:22 | 81:2,16 | | 11:10,22 |
| misplaced | 38:20 | 82:1,5 | nephew | 12:1,15, |
| 11:25 | 39:17,22, | 83:11 | 22:10 | 20 13:20, |
| | 25 118:23 | 84:10 | 78:9,12 | 25 14:2, |
| missing | 120:9,17 | 87:17 | newspaper | 20,23 |
| 111:11 | 122:13 | 90:6 | 40:20 | 15:19 |
| mixing | move | 92:14,16 | 65:24 | 18:1,19, |
| 94:7 | 41:7 | 94:7,18 | 67:1,4 | 20,22 |
| modify | 58:22 | 96:25 | 112:18 | 19:25 |
| 39:23 | moving | 97:1 | Newspapers | 20:1 21:5 |
| moment | 58:18 | 101:11 | 68:22 | 23:11,18 |
| 29:25 | 118:12 | 105:4,21 | nobody's | 24:4,25 |
| 31:11 | multiple | 106:3,4 | 33:14 | 25:3 |
| Monday | 80:19 | 109:25 | nods | 26:10 |
| 120:17 | Mundo | 115:6 | 15:24 | 28:22 |
| 121:17,18 | 113:25 | narrow | | 29:24 |
| money | 114:5,7 | 39:8 | non- | 30:24 |
| 38:13 | mute | narrowly | 8:9 | 33:9,10, |
| 66:23 | 20:21 | 48:23 | nonetheless | 11,21 |
| 99:13 | 99:4 | national | 11:3 | 34:15,21 |
| monolingual | mystifying | 65:21 | nonstandard | 35:13,20, |
| 41:11,13 | 43:6 | nationaliti | 14:13 | 21 36:4, |
| months | | es | 19:21 | 10,15 |
| 38:4,19 | N | 29:7 | 121:1 | 38:10,17, |
| 39:14 | | native | note | 18,23 |
| 57:10 | NA | 42:12 | 11:6 | 39:7,9 |
| 59:15 | 27:8 | 46:25 | 43:21 | 40:1,6,7, |
| 95:11 | Nam | nature | 53:22 | 9,12 |
| months' | 94:5,6 | 12:7 | 69:9 | 41:3,4 |
| 118:9 | named | 39:24 | 90:23 | 44:6 |
| Morani | 3:10 | 70:4 | 119:16 | 45:18,23 |
| 3:14 | 109:6 | 120:22 | noted | 46:14,15, |
| morning | names | necessarily | 12:2 | 18 47:1, |
| 2:15 3:2 | 3:3 22:3 | 7:16 22:2 | 50:1 | 5,25 49:7 |
| 4:2 13:24 | 39:2 | 25:14 | 52:20 | 50:1 |
| 20:23 | 67:22 | 51:9 | notes | 52:20 |
| 32:5 | 70:18 | negative | 43:24 | 53:6,8 |
| 68:11,15 | 73:20 | 66:7 | notice | 54:10 |
| 117:5 | 75:4,7, | negotiation | 2:10 | 55:23 |
| motion | 14,24 | s | 4:10,15 | 59:21 |
| | | 4:13 | 7:12,13, | 60:16 |
| | | | 22 8:1,22 | 61:11,13, |
| | | | 9:12,15, | 20 62:1,2 |
| | | | | 63:11 |
| | | | | 64:21,23, |

**SALE HEARING
IN RE WELLMADE FLOOR COVERINGS**

September 29, 2025
Index: noticed..Oregon

| | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24 66:4, 9,17 67:14 69:7,19, 23 70:9 85:19,24 90:24 91:3 97:9,13, 21,24 100:1 110:10 111:9 112:12, 14,24 113:16 116:12,14 117:2 | 56:25 65:2 70:1 75:5 80:20,21 83:16 84:13,15, 18,21,22, 23 85:1, 5,10 88:6 90:12 94:19 97:5 102:20 112:11 116:14 | objectionab le 6:14 objections 120:7 obligated 119:22 obligation 59:21 observation 49:14 obstacle 42:21 obstacles 42:17 occasion 68:11 occasions 8:8 occur 117:23 October 11:8,9 27:10 122:22 odd 61:13 offensive 43:18 52:8 offer 119:21 offers 119:8 office 19:15 24:21 55:11 111:22 | OFFICER 2:2,19,25 3:8,12, 16,20,24 4:3 123:24 official 3:18 16:24 19:14 32:24 33:2 35:16 36:2 57:17 Om 101:12 omnibus 121:25 122:12 online 2:22 open 5:11,13, 24 53:2 93:12 opened 54:20 58:10 opening 53:8 57:17,23 58:23 60:8 operate 61:17 operation 53:23,24 operations 110:23 opportunity 20:15 | oppose 44:19 opposed 6:22 23:12 opposes 44:15 order 2:6 4:6 11:22,25 21:15 24:13 28:2 31:25 42:14 44:24 45:25 47:4,5 52:23 72:10 77:13 113:15 117:2 ordered 32:20 69:22 70:12 ordering 31:22 50:4 59:2 67:5 orders 21:20 44:3 111:16 Oregon 53:22,24 54:1,23 55:3,8, 18,20 56:2,4,6, 19,21 57:7 61:5 70:16,21, |
| noticed 68:9 99:18,19 | numbers 57:14 69:3,20 80:20 | noticed 68:9 99:18,19 | noticed 68:9 99:18,19 | noticed 68:9 99:18,19 |
| notices 33:20 35:8 40:6 87:15 | O-S-M 101:12 | notices 33:20 35:8 40:6 87:15 | notices 33:20 35:8 40:6 87:15 | notices 33:20 35:8 40:6 87:15 |
| noticing 54:18 | object 6:12 29:23 | noticing 54:18 | noticing 54:18 | noticing 54:18 |
| notified 94:8,9 | objecting 5:2 120:17 | notified 94:8,9 | notified 94:8,9 | notified 94:8,9 |
| November 40:2 | objection 5:12,15, 16 6:19 7:9 11:24 13:8 24:12 28:19 30:12 31:18 32:4 33:13 66:2 105:8,22 113:11 | November 40:2 | November 40:2 | November 40:2 |
| number 4:5 9:21 24:3 41:14 43:4 44:3,5 47:14,16, 19,25 48:4,5 49:6,8,9, 10 50:12, 13 52:1, 11,25 | objection 5:12,15, 16 6:19 7:9 11:24 13:8 24:12 28:19 30:12 31:18 32:4 33:13 66:2 105:8,22 113:11 | number 4:5 9:21 24:3 41:14 43:4 44:3,5 47:14,16, 19,25 48:4,5 49:6,8,9, 10 50:12, 13 52:1, 11,25 | number 4:5 9:21 24:3 41:14 43:4 44:3,5 47:14,16, 19,25 48:4,5 49:6,8,9, 10 50:12, 13 52:1, 11,25 | number 4:5 9:21 24:3 41:14 43:4 44:3,5 47:14,16, 19,25 48:4,5 49:6,8,9, 10 50:12, 13 52:1, 11,25 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: Organically..perceived

| | | | | |
|--------------------|------------------|--------------------|------------------|------------------|
| 22 72:5 | 100:10 | 14:6 | pass | 33:17 |
| 74:3 | owner | 17:19 | 15:5 | 34:14 |
| 114:11 | 8:13 | 26:18,23 | 46:11 | 38:8,19 |
| Organically | 70:16 | 37:1 44:6 | 87:22 | 40:22 |
| 106:9 | 78:7 | 45:12,14 | passes | 42:23 |
| original | 83:12 | 46:1,21 | 40:4 | 43:12,19 |
| 6:2 8:21 | owners | 47:3,9,24 | past | 45:1 |
| 13:20 | 9:10 | 52:24 | 14:24 | 46:12 |
| originally | 76:14 | 91:1 | 23:12 | 48:23 |
| 73:19 | 84:12 | 98:2,14 | 62:17 | 49:21,22 |
| OSM | | 99:21 | 73:19 | 50:5,14, |
| 101:13,25 | P | 110:8 | 74:11 | 20 54:19 |
| OSMS | | 111:18 | pasted | 56:12 |
| 80:16 | p.m. | 117:2 | 91:2 | 57:19 |
| 81:12 | 27:12 | parlance | | 58:1,18 |
| 101:16,17 | Pachulski | 19:8 | pay | 60:25 |
| OSMS/GARRET | 2:23 3:17 | part | 24:16 | 61:20,21 |
| 102:1 | package | 30:10 | payment | 63:10,15 |
| OSMS/ | 87:19 | 33:12 | 103:7 | 64:12 |
| GARRETT | packet | 34:9 92:1 | penalties | 65:10 |
| 82:23 | 87:14 | participate | 4:24 | 66:17,19 |
| 83:5 | paid | 28:22 | | 67:25 |
| 87:19 | 22:23 | 44:24 | penalty | 68:9 |
| outline | 25:5 38:9 | participati | 13:19 | 71:15 |
| 7:11 | 42:23 | ng | 14:9 | 75:11,12 |
| outlined | 63:8 | parties | 16:22 | 83:16 |
| 6:4 | 96:14 | 2:12,13 | 17:4 | 88:9 89:3 |
| outlines | 99:13 | 3:1 12:8 | 18:1,11, | 94:8 |
| 4:19 11:4 | paper | 35:9 36:4 | 18 19:1 | 97:23,24 |
| outs | 66:24 | 47:12 | 27:23 | 98:22 |
| 120:20 | 112:22 | 103:24 | 44:13,16, | 99:2,11, |
| outset | 114:6 | 114:20 | 22 45:3, | 17 103:6 |
| 86:1 | papers | 116:24 | 17 | 104:25 |
| overlapping | 28:3 33:5 | 117:10 | pending | 105:7,8, |
| 58:7 | 39:21 | partner | 38:2 | 10,14,17 |
| overtime | 65:1,5,6, | 106:21 | 39:22 | 107:10 |
| 22:23 | 8 112:21 | 111:21 | 71:5 | 108:13 |
| 25:5 | 113:5 | partners | people | 109:6 |
| 42:24 | paragraph | 51:1 | 16:7 | 110:15 |
| owned | 11:25 | party | 17:23 | 114:16 |
| | 12:25 | 3:10 25:3 | 21:6 | 123:2 |
| | 13:1,12 | 38:24 | 22:21 | people's |
| | | | 23:14 | 69:3 76:7 |
| | | | 24:3 25:3 | 85:16 |
| | | | 29:7,9 | perceived |
| | | | | 41:25 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: percent..precedent

| | | | | |
|-------------------|--------------------|--------------------|-----------------|--------------------|
| percent | 96:2,6,9 | 22:7 | plumbing | 55:3,17 |
| 51:2 85:1 | 97:19 | 100:23 | 108:20 | 56:2 |
| percentage | persons | 101:2,11, | point | 78:17 |
| 31:2 | 22:11 | 12 102:5 | 7:10 | possession |
| perfect | perspective | 108:2,3 | 23:21 | 35:7,8 |
| 65:9 | 11:21 | physical | 25:11 | possibility |
| performed | petition | 76:1 | 28:17,18 | 94:12 |
| 42:24 | 27:6 | 80:4,13 | 32:4,14 | possibly |
| period | 29:21 | pick | 34:1 37:8 | 34:2 |
| 55:17 | 57:7 | 42:11 | 41:6 44:2 | 46:19 |
| 56:17 | phone | 67:1 | 64:14 | 60:4,7 |
| 73:25 | 41:14,23 | picking | 65:16 | 69:18 |
| perjury | 47:14,16, | 112:17 | 66:19 | 90:21 |
| 4:24 | 19,25 | piece | 71:17 | posture |
| 14:10 | 48:4,5 | 16:10 | 76:20 | 41:2 |
| 16:23 | 49:2,6,8, | PII | 84:7 85:7 | potential |
| 17:5,7,9 | 9,10 | 92:12 | 87:8 88:8 | 7:6 14:14 |
| 18:1,11, | 50:12,13 | place | 99:1 | 36:11 |
| 18 19:1, | 51:25 | 105:16 | 104:1,8 | 54:8 |
| 7,10 | 52:5,11, | places | 106:11 | 111:8 |
| 27:23 | 24 63:4, | 49:22 | 110:14 | potentially |
| 43:13 | 10,16 | plain | 112:17,23 | 28:13 |
| 44:13,16, | 68:2 | 37:2 | 113:14,18 | practical |
| 22 45:3, | 69:3,20 | plaintiff's | 118:16 | 16:23 |
| 17 | 70:1 | 38:14 | 119:14 | 31:16 |
| permitted | 71:23 | plaintiffs | 120:7 | 50:7,8 |
| 92:12 | 79:1 | 77:2 | point's | practically |
| 122:21 | 80:20,21 | 107:24 | 14:11 | 50:17,19 |
| person | 83:16 | 108:2,6 | pointed | 53:16 |
| 27:16 | 84:13,15, | plan | 32:5 92:3 | 54:14 |
| 51:24 | 18,21,22, | 8:22 | pointing | 69:8 |
| 60:13,14 | 23 85:1, | 35:19 | 61:23 | practice |
| 64:2 | 5,10 88:6 | planning | points | 35:20 |
| 80:23 | 90:12 | 92:9 | 25:9 | practitione |
| 94:4 | 94:19 | pleadings | pool | rs |
| 123:2,8, | 97:5 | 107:11 | 29:6 68:9 | 66:11 |
| 16 | 102:19 | pleased | pops | pre- |
| person's | 116:14 | 6:21 | 95:10 | petition |
| 87:21 | phones | pleases | position | 74:18 |
| personal | 63:17,20, | 11:9 | 18:10 | precedent |
| 15:15 | 21 | plumbing | 30:7 34:7 | 9:14 |
| 63:21 | phonetic | plumbing | 44:17 | |
| 95:24 | 2:18 | plumbing | 54:21 | |
| | 3:14,22 | plumbing | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: prefer..provided

| | | | | |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| prefer 49:15 | prison 24:16 27:18 | 93:13 103:14 105:15,16 116:4,8 | proposal 6:2,25 8:21 12:21 14:22 15:11 16:20 18:7,16 27:21 44:21 88:4 | provide 6:7,16 7:12,22 8:1,24 9:12,23 10:4,9 18:4 19:18 21:5 23:11 24:11 33:22 36:10 39:1,9 41:20 46:19 47:8 50:10 51:11,13 52:16,20 53:8 61:10,13 64:11 66:17 80:8 82:17 94:17 102:11 104:2,5 110:10 111:9 112:2 115:11 |
| prepared 51:9 | private 35:20 119:4,24 120:9 | 118:11,25 119:12 120:1,13 | productive 46:16 103:25 | |
| presence 51:4 103:24 | | | | |
| present 122:24 | privilege 84:4 | | | |
| presentation 68:15 123:4,15 | privy 98:3 | professiona l 35:11 49:12 | propose 18:14 47:21 57:18 97:10 115:13 | |
| presenting 123:5 | problem 8:25 9:1 17:9 29:4,11 31:13 41:9 52:7 63:18 | professiona ls 9:11 35:17 69:10 | proposed 11:22 13:24 21:13,15, 16,20 24:8 25:12,14 34:20 44:11 47:6,7,8 49:7 53:5 62:3,5 | |
| presiding 4:1 | | | | |
| presume 102:2 | | progress 22:1 67:14 | | |
| preview 120:16 | procedure 23:19 39:11 | pronounce 5:18 100:16 | | |
| previous 109:12 | procedures 35:19 37:22 118:25 120:1,3 | proof 5:6 12:16,17 13:17 23:20 24:17 27:9 28:25 32:18,21, 23 42:15 45:16,20 47:16 48:11 51:14 91:6 | proposes 7:12 | |
| previously 109:6 | | | proposing 10:19 13:7 19:25 25:18 33:5 | provided 8:3,23 15:1 18:8,9, 12,13 21:14,19 |
| price 119:1 | process 6:17 11:1,4 21:4,10 23:12 33:22 34:19 35:6 38:1 39:5,25 40:8,17 41:9,19 44:25 46:15 58:22,23 68:8 | | | |
| primarily 12:14,24 20:3,4 | | | | |
| principals 43:14 | | | | |
| principles 100:11 | | proofs 2:7,10 4:7,10 14:9 | protect 86:6 | |
| prior 14:4,7,12 57:17 58:12,23 75:3,8 | | | protections 119:23 | |
| | | | protective 85:18 112:19 | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: providing..recess

| | | | | |
|--------------------|-----------------|------------------|--------------------|-------------------|
| 104:18 | punitive | 27:25 | raised | reality |
| 116:13,15 | 107:24 | 28:9 | 28:10,11 | 22:25 |
| 121:7 | 108:6 | 30:20 | 54:15 | 42:10 |
| 123:3 | | 34:16,17 | | |
| providing | purposes | 48:3 | raises | reason |
| 9:1,15 | 63:14 | 50:13 | 22:17 | 23:25 |
| 19:13 | 108:25 | 51:12 | | 32:23 |
| 30:24 | pursuant | 64:22 | raising | 41:7 |
| 51:19 | 76:15 | 67:2,21 | 35:24 | 46:23 |
| 53:6 | pursuits | 68:20 | 113:9 | 51:5 61:9 |
| 64:21 | 43:2 | 70:14 | ramificatio | 67:3 |
| 66:9 91:3 | | 105:7,21 | ns | 76:22 |
| 100:4 | pushed | 106:11 | 5:5 | 90:13 |
| 106:25 | 24:6 | 120:25 | rate | 93:4 |
| 107:5 | pushing | 121:15 | 2:11 | reasonable |
| | 11:8 | questions | rationale | 19:25 |
| provision | | 11:5 | 25:8 | 20:1 21:5 |
| 13:21 | put | 47:15 | | 39:3 |
| 14:14 | 13:12,21 | 48:9,14, | reach | 56:11,13 |
| | 29:16 | 15 71:12 | 10:21 | 63:14 |
| pseudonym | 38:6 41:7 | 74:17 | 21:7 | 88:19 |
| 22:19 | 42:18 | 94:1 | 65:21 | 118:5 |
| publication | 63:12 | | 89:14 | 119:5 |
| 10:9 | 76:22 | quick | 112:16 | |
| 47:25 | 79:24 | 44:10 | 117:25 | reasoning |
| 49:7 | 91:18 | | | 24:18 |
| 64:23,24 | 101:21 | quote | reached | |
| 65:6,12 | 102:5 | 19:14 | 4:19 | reasons |
| 66:9,21 | 121:21,22 | quote/ | 97:23 | 25:2,6 |
| 112:12, | | unquote | read | 92:3 |
| 14,24 | putative | 58:23 | 17:2 | 123:18 |
| 114:8 | 104:24 | 82:15 | 23:5,6 | receive |
| | putting | | 28:3 | 62:1 |
| publicly | 34:17,19 | quoting | 33:18 | 63:10 |
| 21:22 | 39:4 | 27:3 | 39:20 | 97:11 |
| publish | 45:10,11, | | 40:25 | 99:25 |
| 65:24 | 12 74:15 | | 65:10 | |
| 112:18,20 | 83:10 | R | 107:22,23 | received |
| | 84:10 | | | 46:13 |
| publishing | | Radford | real | 70:7 75:3 |
| 66:15 | | 3:5 | 23:14 | receiving |
| 67:3,6 | Q | | 25:2 29:5 | 10:12 |
| | | raid | 31:17 | 97:24 |
| pull | | 22:9 24:9 | 43:15 | |
| 102:18,23 | quarter | 78:22 | 67:3,21, | recently |
| | 45:13 | | 22 87:16 | 120:19 |
| pulled | question | raise | 93:22 | recess |
| 96:2 | 6:1 16:3 | 121:20 | | 123:23 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: recitation..rise

| | | | | |
|--------------------|-------------------|--------------------|-------------------|--------------------|
| recitation | red | remaining | 35:17 | respectfull |
| 4:22 | 52:6 | 5:24 | 36:2 44:8 | y |
| 13:16 | | 117:7 | 62:16 | 54:13 |
| 17:15 | redact | | 68:22,24, | respond |
| | 92:12 | remains | 25 92:11 | 15:20 |
| recitations | redacted | 116:25 | 104:19 | 22:1 26:5 |
| 30:22 | 92:24 | remember | require | 88:5 |
| recite | redline | 96:10 | 36:9 | 93:23 |
| 25:20 | 117:7,15 | remind | 50:19 | response |
| 26:25 | | 70:15 | 114:19 | 16:18 |
| 52:19 | reference | removed | required | 18:2,9 |
| | 16:21 | 14:3 | 11:11 | 26:18 |
| recites | 17:4,5,6, | repeating | 28:7 | responsive |
| 27:15 | 8 | 22:5 | 30:25 | 8:7 90:8 |
| recognition | references | repercussio | reset | retain |
| 29:14 | 12:4 | ns | 122:11 | 50:20 |
| recognizes | referred | 19:12 | residents | retained |
| 43:1 | 6:5 | reply | 22:15 | 35:10,17 |
| recollectio | referring | 6:5 92:3 | resistance | 49:12 |
| n | 60:24 | report | 25:8 | return |
| 96:1 | register | 6:21 94:7 | resolution | 38:20 |
| record | 85:4 | 102:18 | 21:4 | 71:23 |
| 2:13,20 | regularly | reported | 117:25 | returning |
| 4:17 | 69:16 | 40:20 | resolve | 68:1 |
| 30:15 | rejection | represent | 12:9 | revealed |
| 108:25 | 2:8 4:8 | 56:4 91:8 | resolved | 105:17 |
| 112:14 | related | representat | 122:4 | review |
| Recording | 2:11 4:11 | ion | resonate | 6:12 |
| 2:1 | relates | 16:14 | 24:18 | 75:23 |
| 123:25 | 4:24 | 106:10 | respect | 112:10 |
| records | 31:17 | representat | 6:19 | 120:19 |
| 59:5 | relatives | ive | 13:13,14 | revised |
| 68:4,12 | 8:13 | 2:17 7:2 | 14:18 | 11:22 |
| 72:7 | 100:10 | represented | 15:13 | rights |
| 75:23 | released | 10:16 | 30:12 | 21:8 |
| 76:1 | 71:2,3 | 68:10 | 31:24 | 38:15 |
| 79:16 | relief | reps | 32:18 | 42:6 43:9 |
| 101:19 | 2:11 4:11 | 104:24 | 47:3 | 45:20 |
| 111:3 | 39:22,24 | request | 73:13 | 48:24 |
| recruit | 40:5 | 14:3,20 | 76:1 88:4 | |
| 69:6 | 46:4,6 | 32:18 | 92:9 96:9 | rise |
| recruitment | | | 102:13 | 3:24 |
| 22:14 | | | | |
| 69:17 | | | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: road..Si

| | | | | |
|-------------------|------------------|-----------------|------------------|------------------|
| 123:24 | 17 | seized | sentences | setting |
| road | samples | 71:7 | 6:7 13:6 | 2:7,8 |
| 31:17 | 76:11 | sell | 21:16 | 4:6,7,8 |
| roadblocks | sanctity | 40:22 | 24:15 | 57:22 |
| 50:7,9 | 91:16 | send | 29:23 | 58:19 |
| robust | 120:13 | 7:13 | 31:13,14, | Shanghai |
| 40:18 | satisfy | 15:4,19 | 25 33:11 | 24:21 |
| role | 33:23 | 26:6 35:8 | separate | 111:22 |
| 36:14 | saved | 36:3 40:5 | 90:1 | shape |
| rough | 90:12 | 55:22 | 108:1,7 | 19:6 |
| 75:2,7 | savvy | 62:8,11 | served | share |
| roughly | 49:21 | 63:13 | 94:18 | 8:10 |
| 57:11 | scenario | 69:22 | 120:4 | 114:21 |
| round | 35:12,25 | 79:20,25 | service | 118:15 |
| 38:22 | 50:4 | 84:11 | 14:19 | Shea |
| 39:7 | scenarios | 89:9,10 | 52:5 | 2:17 |
| 40:11,15, | 35:15 | 90:9 | 92:1,10 | shielding |
| 18 | 36:2 | 93:19,22 | 94:17 | 37:7 |
| rubber | schedules | 94:2,3 | 106:25 | Shirley |
| 31:16 | 2:8 4:8 | 97:1 | 107:5 | 2:22 3:17 |
| rules | Scott | 104:13 | 115:13 | shock |
| 11:11 | 3:5 | 109:21 | services | 68:1 |
| 93:7 | Scouts | 111:5,8 | 9:2 80:16 | shooting |
| 94:13 | 20:4 | 116:12,14 | 81:13 | 62:18 |
| run | script | sending | 82:23 | short |
| 109:4,18, | 43:15 | 14:23 | 83:5 | 34:1 |
| 23 | search | 53:1 | 87:19 | 110:1 |
| _____ | 68:12 | 61:20 | 96:23 | shortly |
| S | _____ | 69:19 | 100:23 | 3:22 |
| | seated | 90:21 | 102:1,9, | showing |
| S-T-A-R-W- | 4:2 | sense | 16 | 46:12 |
| I-N | secretcy | 34:3,22 | serving | 56:12 |
| 79:9 | 95:5 | 58:11 | 96:1 | 117:7 |
| Sage | section | 63:13 | servitude | shown |
| 3:25 | 12:5 | 72:13,18 | 22:12 | 106:6,7 |
| sale | 27:24 | 89:20 | session | shows |
| 24:25 | Sections | sentence | 3:25 | 48:5 77:4 |
| 118:22,23 | 27:19 | 4:21 | set | shut |
| 119:1,4, | seeking | 13:15,25 | 39:17 | 119:25 |
| 24 120:9, | 2:6 4:6 | 14:1,4,7, | 58:8 | si |
| | | 12 17:1 | 62:22 | |
| | | 27:16,22 | 63:25 | |
| | | 44:12,18 | 64:1 | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: side..spreadsheet

| | | | | |
|------------------|--------------------|----------------|-----------------|--------------------|
| 101:11 | 91:18 | 39:23 | 41:13,22 | 50:18,19 |
| side | skipped | 51:5 | 44:7 | 53:16 |
| 15:25 | 108:5 | 52:13 | 45:8,9,12 | 54:15 |
| 113:24 | slightly | 58:22 | 46:23,25 | 69:8 |
| Sigler | 81:7 | 64:2,7 | 47:2 | 107:9 |
| 3:21,25 | slip | 66:9 | 48:15 | 123:14 |
| Sigler's | 27:12 | 68:24 | 49:18,25 | speaks |
| 2:3 | small | 70:10 | 50:14,21, | 41:21,22 |
| sign | 2:21 8:5 | 103:22 | 24 51:3, | specific |
| 44:24 | 56:24 | 112:13 | 21 52:24 | 11:5 |
| 45:16 | 65:2 | 114:14 | 65:6,18 | 18:20,21 |
| signed | 82:10,13 | 121:1 | 66:24 | 68:25 |
| 14:10 | 86:17,21 | sorts | 67:4 | 72:10 |
| 18:17 | smaller | 12:9 48:9 | 89:21 | 122:13 |
| 19:1 | 20:6 | sound | 90:2 | specificall |
| 20:13 | snail | 113:21 | 111:19,24 | y |
| 27:23 | 87:10 | sounds | 112:2,10, | 28:1,6 |
| 44:12,16, | solicit | 12:12 | 21 114:5 | 36:20 |
| 21 45:3 | 31:20 | 16:6 | speak | 80:10 |
| similar | 92:6 | 25:12 | 5:10 9:9, | speculating |
| 9:4 | 94:14 | 26:17 | 11 17:24 | 61:23 |
| Similarly | 95:15 | 82:1 | 20:15 | spelled |
| 22:2 | solicitatio | 84:21 | 48:17 | 74:13 |
| simple | n | 89:13 | 50:14,20, | spend |
| 37:2 | 35:19 | 94:16 | 24 51:1, | 66:23 |
| simply | 93:8 | 96:24 | 3,20 | split |
| 22:22 | solving | 101:6 | speaker | 31:8 |
| 38:24 | 52:7 | 104:3 | 17:10 | spoke |
| 89:5 | somebody's | 106:11 | 32:9 | 32:6 |
| single- | 86:14 | 107:7 | 42:12 | sponte |
| spaced | 111:6 | 109:3,9, | speakers | 113:9 |
| 21:18 | someone's | 18 | 17:1 | spot |
| situation | 64:5 | Spanish | 28:21 | 36:23 |
| 34:22 | 95:1,2 | 23:9 25:1 | 31:7,8 | 74:15 |
| 36:18 | sort | 28:9,12, | 32:8,10 | spouse |
| 40:19 | 5:23 | 18,20,21 | 33:18 | 78:5 |
| 55:21 | 18:12 | 29:3 | 41:12,13 | spreadsheet |
| 58:21 | 28:4 | 30:2,5,8, | 46:25 | 83:19,21 |
| 84:25 | 33:25 | 12,24 | 48:15 | 85:13 |
| 105:11 | 34:5 | 31:3,14 | 90:2 | 90:5 |
| skeptical | 36:12 | 32:2,8,9, | speaking | 97:2,16 |
| | | 12 34:2 | 20:3,4 | |
| | | 36:21 | 28:9,12 | |
| | | 37:3 | 31:3 | |
| | | 40:20 | 41:16 | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: staffing..talks

| | | | | |
|-----------------|--------------------|--------------------|--------------------|-----------------|
| 101:22 | 88:8 | 37:25 | 64:25 | |
| 115:2 | starts | Street | suggesting | T |
| staffing | 41:16 | 23:6 | 37:4 | |
| 7:19,24, | Starwin | 40:25 | 58:15 | table |
| 25 8:3,6, | 79:8 80:1 | 65:4 66:2 | 117:22 | 39:18 |
| 11 9:23 | 82:12,24 | 113:4 | suggestion | 119:21 |
| 15:1,5 | 83:6 | stretch | 24:11 | tactic |
| 16:4,5 | 96:23 | 19:5 | 93:9 | 13:23 |
| 25:24,25 | 98:19 | stricken | suggestions | tailored |
| 26:4,6,9 | 100:23 | 13:24 | 36:13 | 48:23 |
| 61:1 | 103:5 | strong | suggests | taking |
| 71:22,24 | state | 22:4 23:9 | 24:2 | 5:8 20:14 |
| 88:5 90:7 | 85:9 | 43:21 | 54:12 | 86:1 |
| 106:1 | statements | struggling | summary | talk |
| stage | 106:16 | 69:14 | 33:25 | 11:13 |
| 45:5 | states | stuff | 34:6 44:6 | 52:25 |
| 51:23 | 19:16 | 35:18 | 46:1,21 | 61:12 |
| stalking | 32:10,15 | 83:20 | 47:3,9 | 62:1 64:7 |
| 119:2 | 56:6 65:2 | Su | 52:24 | 91:20 |
| standard | 98:18 | 100:17 | 89:10,12, | 114:21 |
| 10:3 | station | sua | 14 90:25 | talked |
| 17:25 | 69:6 70:5 | 113:9 | 111:18 | 23:1 |
| 19:21 | statute | subject | 117:2 | 41:12 |
| stands | 37:9 | 7:8 18:24 | supervisor | 46:3 |
| 19:23 | 56:10,18 | 119:7 | 77:10 | 84:20 |
| 25:16 | stay | submit | suppose | 98:19 |
| Stang | 39:12,17, | 117:6 | 19:15 | 100:22 |
| 2:23 3:18 | 22,23 | submitted | 59:1 | 102:4 |
| start | 40:5 | 3:6 6:9, | supposed | 118:6 |
| 22:8 | 46:4,6 | 10 38:23 | 89:14 | talking |
| 23:17 | 85:10 | submitting | surnames | 19:8 |
| 28:8 44:9 | stayed | 23:4 | 101:9 | 28:13 |
| 77:8 | 28:24 | subpoenaing | switch | 29:22 |
| 85:14 | 39:12 | 38:23 | 85:10 | 45:13 |
| started | 40:10 | suffered | system | 57:10,19 |
| 57:17 | step | 25:4 | 19:5 | 59:15 |
| starter | 68:7 | sufficient | 29:14 | 75:10 |
| 65:16 | steps | 19:2 | 32:15,16 | 93:13 |
| starting | 7:5 | suggest | 41:21 | 110:5 |
| 2:13,14 | streamlinin | 48:22 | 86:20 | talks |
| 59:10 | g | | | 22:8,13, |
| 76:20 | | | | 16 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: team..translating

| | | | | |
|--------------------|--------------------|-------------------|----------------|--------------------|
| team | 123:7 | thinking | 77:18 | track |
| 9:9 | | 34:13 | 87:8 | 104:7 |
| 13:12,15 | text | | 88:14 | 118:9 |
| 19:20 | 67:17 | Thirty | 95:4 | tracking |
| | 69:23,25 | 75:12 | 116:24 | 63:14 |
| tech | 87:10 | thought | | |
| 49:21 | 91:16 | 20:20 | timely | traded |
| 50:5 | | 82:14 | 17:6 | 47:12 |
| | texting | | | |
| technical | 69:9,10 | thoughts | times | Trading |
| 52:2 | | 65:23 | 74:24 | 99:7 |
| | that'll | | | |
| technology | 116:23 | thread | today | 100:2 |
| 9:5 | | 62:12 | 2:17 4:18 | 105:2 |
| | theoretical | | 7:2 20:13 | 108:4 |
| telling | ly | three- | 25:18 | trafficking |
| 67:19 | 75:17 | 21:17 | 47:11 | 22:11,14, |
| 76:9 | | | 67:14 | 19 24:10 |
| 78:24 | thing | three-year | 113:15 | 37:11 |
| | 10:19 | 56:5,18, | 118:6 | 39:1 |
| temperature | 11:6 | 19 57:6 | | 56:9,15 |
| 95:19 | 33:24 | | told | 68:1 |
| | 36:11,24 | threshold | 5:19 15:9 | |
| ten-year | 37:20 | 38:7 | 30:17 | trained |
| 56:10 | 49:4 59:4 | | 31:6 | 48:20 |
| | | thwart | 43:13 | |
| tens | 62:15 | 14:16 | 91:23 | translate |
| 75:11 | 89:19 | | 108:11 | 24:22,23 |
| | 98:15 | Tiger | 109:6 | 32:12 |
| term | 112:19 | 99:7 | | 46:23 |
| 7:15,16 | 122:15 | 100:2 | ton | 47:21 |
| 12:3 | | 104:16 | 66:23 | 49:3 50:5 |
| | things | 105:2 | | |
| terms | 10:18 | 106:13, | tone | translated |
| 12:5 36:7 | 16:19 | 18,24 | 68:14,18 | 5:1 24:13 |
| 40:13 | 19:20 | 107:2,5, | | 32:19,21 |
| 48:10 | 23:3,13 | 14 108:3 | top | 33:6 |
| 49:8 50:9 | 33:21 | 109:8,10, | 49:17 | 36:21 |
| 68:3 | 36:5 | 20 | 96:11 | 46:22 |
| 69:17 | 42:16 | | | 90:25 |
| 74:21 | 43:18 | time | tort | 111:19 |
| 97:23 | 45:8 | 11:12 | 5:17,18 | |
| | 58:16,18, | 15:20 | 6:20 7:6, | translating |
| test | 19 69:18 | 20:19 | 9 10:11 | 24:25 |
| 23:12 | | 23:23 | 22:18 | 29:23 |
| | testify | 25:5 | 56:6 | 30:4 |
| | 85:23 | 27:13 | | 31:11 |
| testify | 89:18 | 38:9 | totally | 33:1,24 |
| 7:5 | 93:6,9 | 53:11 | 45:1 | 111:20 |
| | 94:15 | 62:20 | | |
| testifying | 100:16 | 65:3 | touch | |
| 30:16,19 | 118:6 | | 29:9 | |
| 43:20 | 121:21,22 | | | |
| | | | | |
| testimony | | | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: translation..warning

| | | | | |
|--------------------|--------------------|--------------------|-------------------|--------------------|
| translation | 70:14 | 100:10 | unredacted | violate |
| 30:25 | | 114:22 | 92:25 | 94:13 |
| 111:24 | ultimately | | | |
| | 85:18 | understood | update | visa |
| Traurig | 107:4 | 43:23 | 118:22 | 98:24 |
| 23:22 | 115:15 | 85:12 | | |
| 24:20 | | 86:23 | updates | visas |
| 49:16 | Um-hum | 89:6 | 118:19 | 22:15 |
| 104:21 | 98:13, 21 | 91:20 | UPS | 104:23 |
| | 115:24 | 107:15 | 87:18 | 108:3, 7 |
| Traurig's | | 118:1 | USA | voices |
| 98:25 | unclear | 121:10, 12 | 27:5 | 58:7 |
| | 33:4 | | | |
| trust | understand | uniform | USC | voluntarily |
| 12:8 | 4:12 14:5 | 55:7 | 27:19 | 39:1 |
| tucked | 15:12 | unique | | |
| 21:17 | 16:12 | 35:25 | | |
| | 17:2, 11 | | v | w |
| turn | 19:9 | United | | |
| 31:22 | 24:5, 19 | 19:16 | Vls | W-O-O |
| 61:17 | 25:8, 11, | 32:10 | 98:25 | 3:11 |
| two-year | 15 28:4 | 65:2 | | |
| 53:5 | 29:6 | universe | valid | wade |
| | 30:21 | 7:11 46:3 | 85:5 | 122:10 |
| type | 31:21 | 54:14 | validity | walk |
| 34:21, 22 | 33:15, 17, | 57:2, 9 | 118:16 | 25:10 |
| 36:24 | 19 39:15, | 61:21, 25 | | 71:16 |
| 107:3 | 16, 18 | 68:20 | verified | 72:2 |
| types | 43:4, 9, 19 | 71:19, 21 | 106:2 | 99:20 |
| 42:9 | 45:15, 18 | 81:21 | verify | 114:18 |
| 98:16 | 49:6 52:9 | 86:17, 21 | 93:18 | Wall |
| | 56:16 | 96:22 | 94:11 | 23:6 |
| typically | 74:15 | 97:23 | 96:3 | 40:25 |
| 14:1 | 75:9 78:4 | | 112:9 | 65:4 66:2 |
| 58:13 | 95:5, 16 | unknowables | Verita | 113:3 |
| | 99:23 | 69:11 | 48:7 | wanted |
| U | 105:9 | unknown | version | 39:17 |
| | 107:18 | 10:5, 9 | 17:8 | 121:20 |
| U.S. | 108:19 | unnecessary | 49:19 | warehouse |
| 8:21, 23 | 112:6 | 44:25 | | 55:12, 14 |
| 32:25 | | unorthodox | versus | warehouses |
| 62:3 | understandi | 37:23 | 18:2 | 55:13 |
| 64:19 | ng | 121:2 | 35:19 | |
| 86:10 | 15:8 | | vice | warning |
| 97:9, 13 | 45:11 | unreasonabl | 3:6 20:12 | 18:13 |
| | 63:2 | e | view | 45:14 |
| ultimate | 66:20 | 89:1 | 6:22 | |
| 27:25 | 78:17 | | | |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: wax..Xiang

| | | | | |
|-----------------|-------------------|-------------------|----------------|------------------|
| wax | 97:4 | 113:25 | 105:3 | 58:5,11, |
| 20:6 | 110:11,14 | Werner's | 108:8 | 18 61:9, |
| | 116:14 | 34:18 | words | 17 62:23 |
| ways | Wechats | 41:9 | 37:2 | 89:22 |
| 33:12 | 76:18 | Whatsapp | work | 102:15 |
| 45:7 | 89:3,4 | 9:4 63:24 | 22:16 | 103:3 |
| 63:25 | week | 67:18 | 28:21 | workforce |
| 68:8 | 22:22 | 68:24 | 29:7 38:8 | 29:2,3 |
| webpage | 38:14 | 69:3,11, | 40:23 | 31:2 |
| 50:6 | 118:7 | 15 70:3, | 41:20,23 | working |
| website | 121:14 | 8,10 | 42:14,21, | 54:19 |
| 6:8,16 | well-known | 71:13 | 24 44:1 | 63:7 72:9 |
| 27:14,15 | 65:11 | 75:21 | 49:22 | 76:17 |
| 42:3 43:5 | Wellmade | 76:5,8 | 58:14 | 93:16 |
| 47:18,21 | 2:5 4:4 | 83:16 | 83:10 | 99:12 |
| 48:22 | 27:7,8 | 84:15 | 84:9,14 | 103:7 |
| 49:1,15 | 28:21 | 85:8 | 95:18 | 106:24 |
| 51:13 | 38:13 | 86:13 | 99:11 | works |
| 65:16 | 40:23 | 90:11,22 | 104:23 | 63:23 |
| 89:11,13 | 41:17 | 97:4 | 108:13 | world |
| websites | 54:4 57:3 | whatsoever | 111:13 | 6:22 |
| 49:3,16 | 64:15 | 9:15 | 116:24 | 65:9,11, |
| Wechat | 77:1,2 | who've | 118:18 | 13 66:16 |
| 9:1,3,13, | 78:20,23 | 29:9 | worked | 98:9 |
| 15 62:5, | 94:21,22 | widget | 22:3,22 | 106:23 |
| 6,8,11,13 | 95:24 | 107:3 | 25:6 27:4 | 113:5 |
| 63:1 | 96:8 | wife | 28:14 | worse |
| 64:8,20 | 97:18 | 77:10,11 | 36:25 | 52:13 |
| 67:15 | 98:23 | 78:8,16 | 37:5,7,15 | worth |
| 68:22 | 99:13,15 | willful | 38:13 | 22:5 |
| 69:9,11, | 102:15 | 37:10 | 53:19 | 37:23 |
| 15 70:3, | 103:2 | wishes | 57:20 | written |
| 8,9 71:12 | 104:23 | 3:13 | 59:12 | 17:19,20 |
| 75:21,25 | 105:1 | 20:18 | 61:4 | 94:5 |
| 76:5,8,12 | 106:13 | witnesses | 71:24 | wrong |
| 77:7,14 | 107:25 | 39:2 | 75:25 | 24:17 |
| 83:16 | 108:11,16 | wondering | 94:22 | 100:6 |
| 84:14 | Wellmade's | 76:23 | 104:8 | |
| 85:4 | 27:5,10 | Woo | 108:11 | |
| 86:13 | wen | 3:5,11 | 109:7,11 | |
| 87:9 88:8 | 120:4 | Wood | workers | |
| 89:7,23 | Werner | | 8:2 19:9 | |
| 90:2,10, | 3:4,9 | | 29:10 | |
| 11,22 | 67:19 | | 30:4,12 | |
| 91:13 | | | 53:19 | |
| | | | | X |
| | | | | Xiang |
| | | | | 103:6,8 |

SALE HEARING
IN RE WELLMADE FLOOR COVERINGS

September 29, 2025
Index: Xiangling..Zoom

| | |
|------------------|----------------|
| 109:22 | York |
| Xiangling | 65:20 |
| 100:23 | 102:21,22 |
| 102:9,16 | 114:1 |
| XYZ | Yuanmei |
| 59:19 | 99:7 |
| 119:20 | 105:3 |
| | 108:8 |
| <hr/> | |
| Y | Yutzong |
| | 108:2 |
| <hr/> | |
| Y-I-N-G | Z |
| 78:19 | |
| Yan | Ziehl |
| 108:2 | 2:23 3:18 |
| Yao | Zoom |
| 108:2 | 3:1,4,22 |
| year | 122:22 |
| 63:8 | 123:3 |
| 64:5,6 | |
| 94:22 | |
| years | |
| 7:18,22 | |
| 14:24 | |
| 25:22 | |
| 27:18 | |
| 37:9,10, | |
| 11,13,14 | |
| 41:19 | |
| 42:9 | |
| 55:24 | |
| 56:7,11, | |
| 13 61:6 | |
| 62:17 | |
| 73:19,24 | |
| 74:3 | |
| 79:18,25 | |
| 108:14 | |
| 114:12 | |
| yesterday | |
| 32:5 | |
| Ying | |
| 78:18 | |