Docket #0393 Date Filed: 06/08/2026

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

In re:	Chapter 11
WELLMADE FLOOR COVERINGS INTERNATIONAL, INC., et al.,	Case No. 25-58764
	(Jointly Administered)
Debtors.	

Filed in U.S. Bankruptcy Court
Northern District of Georgia
Vania S. Allen, Clerk
JUN - 8 2026
By: _____ Deputy Clerk

MOTION FOR LEAVE TO FILE LATE PROOF OF CLAIM BY CREDITOR BO DENG

I, Bo Deng, am a former employee of the Debtors and a creditor in these Chapter 11 cases. I respectfully request that the Court allow me to file a late Proof of Claim.

I. WHY I DID NOT FILE ON TIME

A. I Was Given No Meaningful Notice

I never saw the bankruptcy notice before the bar date. If a notice was sent, it was not sent by certified mail. Nobody asked me to sign for it. I had no way of knowing it had arrived, and the bar date has now passed.

B. Even If I Had Seen the Notice, I Was Unable to Understand Its Meaning or Act on My Rights

Even if I had seen the notice, I had no way of understanding its importance. The notice was mostly written in English, and the first page was long and entirely in English. Because of my lack of legal knowledge and limited English, I could not understand what the notice meant or that it required me to take action. The notice was not written in Chinese, and nothing in it told us in Chinese that we had the right to file claims for unpaid overtime or for being victims of forced labor.

More importantly, throughout my employment, the company constantly conveyed to us that the rules for Chinese workers were different from those for Americans—that we had no right to overtime pay and that we were not supposed to question this. We were told not to think too much about it, that Americans could refuse to work but we had to obey. The Chinese-language employment contracts the company made us sign were full of words like "obey" and "submit." From the moment I arrived in the United

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States on June 30, 2022, the company took my passport and never returned it to me. During the entire time I worked there, I was subjected to severe gaslighting, brainwashing, and control by the company, and I was made to believe that I had no rights I could assert. I did not know I had the right to seek unpaid overtime wages or to file a claim as a victim of forced labor.

For these reasons, even if a notice had reached me, I was not in a position to understand it or to act on any rights it described. Denying my claim under these circumstances would be unjust.

C. I Had No Lawyer and No Way to Find One

I had no legal representation during this period. I did not know I had rights in this bankruptcy case. I did not know what a bar date or proof of claim was.

When I eventually learned about the bankruptcy proceedings and my potential rights, I reached out to attorney Aaron Halegua in January 2026 to ask if he could represent me. He replied approximately one month later in February 2026 and told me it was too late for me to join the case he was handling.

After that I had no way to find another attorney. I do not speak or read English. I cannot make phone calls in English. I cannot search for attorneys online in English. I had no realistic way of independently finding legal help in the United States as a Chinese national with no English ability.

D. The Company Is Reportedly Unwilling to Negotiate With Late Filers

I have been informed that the Debtors are unwilling to negotiate with workers who filed their proof of claim late. I want to address this directly and ask the Court to consider whether this position is fair under the circumstances.

My late filing was caused entirely by factors outside my control:

- I never saw the notice before the deadline because I was living in company housing and only found it when I was forced to move out after the bar date
- The notice was in English which I cannot read
- The Debtors communicated with me in Chinese for everything else but chose English for this critical notice
- I had no lawyer and no way to find one given my language limitations
- When I tried to find a lawyer in January 2026 I was told it was too late

None of these circumstances reflect bad faith or intentional delay on my part. The Debtors' unwillingness to negotiate with late filers should not override the Court's equitable authority to allow late claims where the circumstances clearly justify it. Penalizing me for a deadline I had no meaningful opportunity to meet — while the

Debtors themselves contributed to that situation by sending English-only notices to workers they knew could not read English — would produce a deeply unjust result.

II. MY EMPLOYMENT AND CLAIMS

I worked at Wellmade's Cartersville, Georgia facility during two periods:

- July, 2022 through March, 2024
- June 3, 2024 through November 25, 2025

I am one of the longest-serving employees at that facility. During my employment I consistently worked six or more days per week and more than 12 hours per day without receiving proper overtime pay. I was recruited from China to work for Wellmade and was subjected to the labor trafficking conditions confirmed by the federal investigation of March 26, 2025.

My claims include unpaid overtime wages under the FLSA, damages under the Trafficking Victims Protection Reauthorization Act, priority wage claims, and damages under Georgia RICO. My total claims are not less than $4,676,538.70 as set forth in my simultaneously filed Proof of Claim. Supporting documentation of my employment is attached hereto as Exhibit A.

III. WHY THE COURT SHOULD ALLOW MY LATE FILING

I want to address the four factors courts consider when deciding whether to allow a late filing, without using complicated legal language:

First — allowing my claim will not hurt the Debtors. The case is still active. No money has been distributed to anyone yet. The settlement motion filed May 20, 2026 has not been approved. Letting me file late does not take anything away from anyone.

Second — I am filing as quickly as I can. As soon as I understood that I had rights and that I needed to act, I acted. I tried to find a lawyer in January 2026. When that did not work out I prepared and filed my claim as soon as possible. I have not been sitting on my rights. I simply did not know I had them until recently.

Third — my delay was completely outside my control. I did not see the notice before the deadline. When I found it, it was in a language I cannot read. I had no lawyer. I tried to find one and was turned away. Every step of this situation was caused by circumstances I had no power to change. The Debtors who are now trying to use this deadline against me are the same Debtors who sent an English-only notice to workers they knew could not read English.

Fourth — I am acting in complete good faith. I am not trying to manipulate the process. I am a worker who was exploited and who is now asking the Court for the basic fairness that the law is supposed to provide.

IV. RELIEF REQUESTED

I respectfully request that the Court:

1. Accept my Proof of Claim as timely filed

2. Order that I be given a fair opportunity to participate in settlement negotiations on equal terms with the named Labor Plaintiffs before any settlement is approved, given that my claims arise from identical conduct and I was excluded solely because I never received adequate notice

3. If any settlement is approved, order that it shall not affect, release, or extinguish my individual claims in any way and that I retain all rights to pursue my claims in full

4. Grant any other relief the Court finds just and proper

5. Request written communication from court in Chinese.

Respectfully submitted,

Bo Deng

Bo Deng
Pro Se Creditor
8006 Rocky Creek Dr
Columbus, GA 31904
Dengbo19910708@qq.com
4709824165 (I speak no English, Chinese only)
Date: June, 5, 2026

CERTIFICATE OF SERVICE

I certify that on June, 5, 2026 I sent copies of this Motion by email and first class mail or priority mail to:

John D. Elrod / Allison J. McGregor
Greenberg Traurig LLP

Terminus 200, 3333 Piedmont Road NE
Suite 2500, Atlanta GA 30305
elrodj@gtlaw.com
Allison.McGregor@gtlaw.com

And
Office of the United States Trustee
Region 21
Richard B. Russell Federal Building
75 Ted Turner Drive SW, Suite 362
Atlanta, GA 30303

Bo Deng

Bo Deng

Date: June, 5, 2026

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JUN 08 2026

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Atlanta, GA 30303
JUN 08 2026

TO: United States Bankruptcy
Court Clerk
Northern District of Georgia
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Atlanta Georgia 30303

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