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NORTHERN DISTRICT
OF GEORGIA

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

In re:	Chapter 11
WELLMADE FLOOR COVERINGS INTERNATIONAL, INC., *et al.*,[1]	Case No. 25-58764
	(Jointly Administered)
Debtors.	Re Docket Nos. 396,403,405,393,392,409

REPLY OF CREDITOR BO DENG TO (I)DEBTORS' RESPONSE TO MOTION FOR LEAVE TO FILE LATE PROOF OF CLAIM; (II)THE COMMITTEE OF CREDITORS HOLDING UNSECURED CLAIMS' OMNIBUS JOINDER TO (i) DEBTORS' RESPONSE TO HAITO LI'S MOTION FOR LEAVE TO FILE LATE PROOF OF CLAIM; (ii) DEBTORS' RESPONSE TO BO DENG'S MOTION FOR LEAVE TO FILE LATE PROOF OF CLAIM; AND (iii) DEBTORS' RESPONSE TO GENGXU WANG'S MOTION FOR LEAVE TO FILE LATE PROOF OF CLAIMILE; and (III) LABOR PLAINTIFFS YUCONG LIU, YIXIANG ZHANG, AND CANGEN HAN'S RESPONSE TO THE OBJECTIONS TO THE MOTIONS TO FILE LATE PROOFS OF CLAIM

I, Bo Deng, respectfully submit this Reply and state as follows.

PRELIMINARY STATEMENT

1. I worked at the Cartersville facility longer than nearly any other claimant in this case — from July 2022 through March 2024, and again from June 2024 through November 2025. The Debtors do not dispute this. They do not dispute that I worked twelve-hour days, six days a week, for most of three years. They do not dispute that I was never paid proper overtime, or that I was recruited from China under a contract requiring me to "obey" and "submit" to company orders. Instead, the Debtors' Response is built almost entirely around a single argument: that an envelope reached an address associated with me, and that this should be the end of the inquiry.

2. A notice without certified signature requirements when delivery and clear understandable mark the importance is not the same as a notice that informs. The letter they sent was in a white normal envelope without any "importance" mark, and nine pages long. The letter is mostly in English and only 1/30 of it is translated and still confusing. First four full pages were entirely in English, and the later four full pages were entirely in English too. Little mandarin text appeared only on page five, and even there made up only a small fraction of the total document — and that fraction said nothing about overtime, nothing about

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forced labor, nothing about an attorney, and this is not just related to the company but also my rights. They did not translate the whole page especially the long Consequence part in the later part. the part they translated is hard to understand as a layman too who do not know legal terms like "债权". I have no idea what is that notice for.

3. By contrast, when the Debtors wanted something from me — when they needed me to vacate company housing — they communicated directly, on paper, entirely in Chinese, and I understood and complied immediately. The Debtors plainly knew how to reach me. They simply did not extend that same effort to the one notice that determined whether I could keep my claims.

4. I did not spend six months doing nothing. I spent six months trying, through every channel realistically available to a person who cannot speak, read, or call anyone in English, to find help — and being turned away each time, sometimes for reasons having nothing to do with my own diligence.

BACKGROUND

5. I worked at Wellmade's Cartersville, Georgia facility from July 2022 through March 2024, and again from June 2024 through November 2025. I am one of the longest-serving workers at that facility. I was recruited from China and subjected to the same conditions described in the Labor Plaintiffs' litigation: six or more days of work per week, typically more than twelve hours per day, with no proper overtime pay.

6. Throughout my employment, the Debtors cultivated an atmosphere in which I was made to believe I had no rights, that I was not equal to American workers, and that I should never question my treatment. This was not an incidental message. The labor contract I was required to sign demanded that I "obey" and "submit" to company orders, and threatened financial penalties and referral to my home country's government if I did not. The Debtors controlled my visa, my housing, and nearly every hour of my day. In that environment, the idea that a mailing from the same company could contain a notice of legal rights—rights against the company that held this power—was not merely unfamiliar; it was contrary to everything the Debtors had systematically instilled in me. This psychological reality is inseparable from why the notice, even if physically present, could not function as actual notice.

7. The notice I eventually found was approximately nine pages and 29/30 is in English. Mandarin-language content first appeared on page five and constituted only a small fraction of the overall package. That fragment did not use plain language to describe what rights I might have. It used many legal term that, even translated, does not convey to a layperson without legal education that one may be owed money for unpaid wages or for being a victim of forced labor. A useful comparison is not a difficult legal term, but an ordinary technical term from an unfamiliar field — for example, if this Court encountered a single unexplained term from aviation engineering or maritime cargo law buried on the fifth page of an otherwise unrelated document, with no surrounding context and no direction to

consult a specialist, the Court would not be expected to recognize its significance either. That is the position I was in.

8. The notice was not sent by certified mail. The envelope has no green certified mail sticker, no green slip, and no markings of any kind indicating it was sent by certified or registered mail. It required no signature upon delivery, and no one asked me to sign for it. Nothing about its delivery confirmed that I, personally, received it, opened it, or understood it.

9. The Debtors' own notice process did not reliably reach its intended recipients. I am recently informed that a notice was also mailed to former co-worker Gengxu Wang at an address from which he had already moved. And the Debtor was aware of the move-out.

10. I lived in the company housing shared with several other workers. Mail for the dormitory accumulated in a shared, common mailbox, mixed together, with most of it in English. This made it substantially less likely that any individual piece of mail would be promptly identified, separated, and recognized as important by any particular resident, including me. What's more, none of us are in the same household. Even one person assert he received the letter, I am not aware of the existence of the letter in any way.

11. I first learned, in late January 2026, that some workers were involved in a group legal case regarding the Debtors, and that an attorney was handling claims on behalf of a group of employees. I did not learn this from any notice. I learned it by word of mouth, from another person, after the fact. I am informed that many of the workers who did join that litigation did so for the same reason — because someone told them an attorney was already handling it — and not because they independently read and understood the Bar Date Notice.

12. I am informed that workers who joined the group litigation were required to sign confidentiality agreements prohibiting them from discussing the details of the case with one another. This explains why information about the litigation, the claims, and any deadlines did not circulate freely among the workforce, and why I — despite being one of the longest-tenured workers, the person one might expect to have been reached first if word-of-mouth notice were a reliable substitute for the Debtors' own notice obligations — did not learn of any of this until late January 2026.

13. On January 17, 2026, immediately upon learning that an attorney was involved, I contacted Mr. Aaron Halegua.

14. In February 2026, Mr. Halegua informed me that it was too late for me to be added to the existing litigation regarding unpaid wages and trafficking claims, and that the Debtors were unwilling to negotiate or mediate with any worker who had not filed a proof of claim before the November 21 Bar Date. Until that moment, I had no idea that an attorney had been handling claims for other workers, that a court-ordered deadline applied to me, that I had already missed that deadline, or that missing it would mean the Debtors would refuse to even speak with me about my claims.

15. I did not stop there. In March 2026, I sought help from a social worker. Because Mr. Halegua was the only attorney connected to this case that any available resource could refer me to, and because I cannot speak, read, or place a telephone call in English, the social worker's referral for any related legal matter again led back to Mr. Halegua. From April through May 2026, I worked with the social worker and with Mr. Halegua's office regarding a separate avenue of potential relief, a T-visa application connected to my status as a trafficking victim. In May 2026, Mr. Halegua's office informed me that they could no longer represent me in that matter either.

16. During the entire period from February through May 2026, I attempted to find other attorneys, including through additional referrals suggested by a social worker. Every avenue I attempted required communicating in English — by telephone, online, or in person — which I cannot do. I could not ask my former coworkers who had joined the group litigation for help, because they had signed confidentiality agreements preventing them from discussing the case.

17. It was only in May 2026 that I first obtained public information about this bankruptcy case and the proof of claim process, through word of mouth. I filed my Proof of Claim immediately after learning that filing was possible, and I filed this Motion shortly thereafter.

18. Separately, I am informed that an email containing notice materials was sent to an email address associated with me. That email was filtered into a spam folder and was not seen before the Bar Date. The email, was written fully in English. Even had I seen it before the deadline, it would be reasonable for a non-English-speaking recipient to decline to click on a link contained in an unfamiliar English-language email from an unrecognized sender, consistent with ordinary, reasonable caution about unfamiliar electronic communications.

19. I am informed that the Debtors will not negotiate or mediate with workers who filed proofs of claim after the Bar Date, regardless of the merits of those claims. As stated above, I learned of this policy for the first time in February 2026 when Mr. Halegua relayed it to me. Until that moment, I did not know the Bar Date existed, let alone that the Debtors had adopted a blanket policy of refusing to engage with anyone who missed it.

ARGUMENT

20. The Debtors quote Pioneer Investment Services Co. v. Brunswick Associates Ltd. Partnership, 507 U.S. 380 (1993), but omit what the Supreme Court actually found persuasive on the facts before it. The Court held that the bankruptcy court below had improperly penalized a creditor for counsel's error where the bar date notice was so "peculiar and inconspicuous," placed without "any indication of the date's significance," that it "left a dramatic ambiguity" sufficient to confuse "even a person experienced in bankruptcy." Id. at 398. If an experienced bankruptcy professional can be excusably confused by an ambiguous notice written entirely in a language he reads fluently, a non-English-speaking factory worker,

confronted with a notice unreadable to him for the overwhelming majority of its content, presents at least as compelling a case.

21. But the Debtors' analysis stops at a selective quotation of the Pioneer factors. A proper application of those factors, informed by the Supreme Court's reasoning and by the more recent, directly analogous Diocese of Syracuse decision, compels the conclusion that my failure to file timely was the product of excusable neglect.

A. The Diocese of Syracuse Case Confirms That Trauma- and Vulnerability-Related Barriers Support Excusable Neglect

22. In In re The Roman Catholic Diocese of Syracuse, New York, No. 20-30663 (Bankr. N.D.N.Y. Feb. 22, 2022), the court granted a childhood sexual abuse survivor's motion to deem a late proof of claim timely filed over the debtor's objection. The debtor, like the Debtors here, argued that granting relief would "open the floodgates." The court rejected that argument as speculative, holding that prejudice "is not an imagined or hypothetical harm" and that the court would use the Pioneer factors themselves to prevent disruption—not deny relief based on fear of future claimants. Id. at 6-7.

23. On the most important Pioneer factor—the reason for delay—the Diocese of Syracuse court found that the movant's trauma, combined with a lack of adequate notice, supported excusable neglect even though "lack of knowledge alone does not suffice to establish a right to relief." Id. at 7-8. The case stands for the principle that psychological and circumstantial barriers, layered on top of a deficient notice, can satisfy the standard even where no single factor would be enough.

24. My situation is analogous and, in significant respects, more compelling. I was not merely traumatized by past conduct; at the time the notice was sent, I remained in an ongoing relationship of obedience and dependency with the very entity sending the notice, governed by a contract that demanded my "obey[ing]" and "submi[ssion]" and that the Debtors used to instill the belief that I had no rights equal to an American worker. Layered on top of that relationship was a notice that was, for all practical purposes, unreadable. As discussed below, the combination of these barriers, together with my continuous diligence once I had any awareness of the legal process, fully satisfies the Pioneer standard.

B. Factor Three — The Reason for the Delay, the Most Important Factor, Strongly Favors Me

25. The Debtors seek to reduce the reason for my delay to "I received the notice but did nothing." The record, fairly read, demonstrates a fundamentally different reality.

26. First, the notice itself was profoundly inadequate to inform a Chinese-speaking worker of his rights. The nine-page package was overwhelmingly in English; the first four pages contained nothing I could read. The small Mandarin fragment that began on page five did not translate the substantive content—it did not explain

that I might hold a claim for unpaid overtime, that I might be a victim of forced labor with a remedy under federal law, or that an attorney could help me. A legal term like "债权"even when rendered into Chinese, does not carry its technical legal meaning to a layperson with no legal education. The Debtors do not argue otherwise.

27. Second, as described above, the mailing was definitively not certified: it had no green certified mail sticker, no green slip, no tracking barcode, required no signature, and the Debtors sought no confirmation that I had received, opened, or comprehended it. A company that truly wanted to ensure its workforce understood a deadline would not rely on uncertified bulk mail to a shared housing address.

28. Third, the Debtors' notice process was demonstrably indifferent to whether notices reached their intended recipients. A notice was mailed to former co-worker Gengxu Wang at an address from which he had already moved. This is not an isolated accident; it reveals a system that measured success by sending, not by informing.

29. Fourth, I lived in shared housing with several other workers, where mail accumulated communally without individual accountability. The Debtors created this housing arrangement, knew that their workforce lived in it, and yet made no adjustment to ensure that a critical legal notice would actually reach the specific person whose rights were at stake.

30. Fifth—and this is where my situation diverges most sharply from the cases the Debtors cite—I was not merely a person who missed a deadline. I was a person the Debtors had systematically conditioned to believe that I had no rights and that I should not question my treatment. The labor contract I signed required me to "obey" and "submit." The company controlled my visa, my housing, and my pay. Its representatives consistently conveyed that Chinese workers were not equal to American workers and could not assert the same rights. The Debtors themselves created an environment in which recognizing a legal claim against the company was not an ordinary cognitive step. It was an act that ran counter to years of conditioning. When the same entity that held this power over me sent a mailing—almost entirely in English, with a fragment of Chinese that said nothing about rights—the failure of that mailing to function as actual notice was not an accident. It was the predictable result of the power structure the Debtors built.

31. Sixth, once I did become aware, through word of mouth in late January 2026, that some workers were involved in a legal case, I acted immediately. I contacted the only attorney any resource could refer me to. When he told me it was too late, and that the Debtors would not negotiate with anyone who had missed the Bar Date, I did not give up. I worked with a social worker. I pursued a T-visa application as a trafficking victim, working with the same attorney's office because no other avenue was available to me. I attempted, through the social worker, to find other attorneys, but every path required communicating in English, which I cannot do. The confidentiality agreements that the Debtors' own settlement process imposed on the workers who did file prevented me from getting information from the people closest to me. My efforts were continuous

and diligent; they failed not because I gave up, but because every door I could realistically reach was closed to a non-English-speaking worker with no independent access to the legal system.

32. The fact that I remain pro se to this day, appearing before this Court without counsel, is itself the strongest evidence of how extraordinarily difficult it has been for me to find an attorney to help me file a proof of claim correctly or to pursue my rights in any forum.

33. Seventh, the Debtors themselves demonstrated, when it served their interests, that they knew exactly how to communicate with me in a way I would understand. When they needed me to vacate company housing, they gave me a direct, paper notice, entirely in Chinese. I understood it and complied immediately. This disparity is not a minor detail—it is the heart of the case. The Debtors had the capacity to provide clear, Chinese-language notice of legal rights. They simply chose not to use that capacity for the one notice that would have preserved my ability to seek compensation. Significantly, the Debtors' assertion that notice was technically mailed does not resolve whether meaningful notice was actually provided under these unique circumstances.

34. In sum, the reasons for the delay were largely beyond my reasonable control: the inadequate practical notice provided to a Mandarin-speaking worker, my inability to understand English-language legal materials, the shared-mailbox conditions under which mail accumulated, and my inability to independently locate or communicate with attorneys. No single factor is dispositive, but taken together they demonstrate that the delay was not a product of inattention, indifference, or choice.

Factor One — Prejudice to the Debtors and to Me — Weighs Decidedly in My Favor

35. The Debtors argue that allowing my claim will disrupt their Plan and prejudice timely-filing creditors. The Bankruptcy Code, however, favors resolving claims on their merits whenever equitable to do so. The Debtors' assertions of substantial harm are conclusory and unsupported by specific facts. They have not demonstrated actual, concrete prejudice—only the inconvenience of addressing a claim that was always foreseeable.

36. The Debtors have long been aware of my employment at the Cartersville facility and of the nature of the claims arising from that employment. My claim is not based upon a new legal theory or previously unknown conduct. Rather, it arises from the same alleged wage and labor violations that form the basis of the pending labor litigation and settlement. The Debtors cannot claim unfair surprise; they knew that numerous Chinese workers performed similar work under similar conditions and that additional claims could exist. Any administrative inconvenience to the Debtors is outweighed by the severe prejudice that I would suffer if my claims were forever extinguished without an opportunity to be heard.

37. If my Motion is denied, I do not suffer a delay or a reduction in recovery. I suffer the total, permanent loss of a claim I value at not less than $4,954,774.35—a

claim arising from more than three years of unpaid overtime and forced labor, from my recruitment from China through my last day of work. No administrative inconvenience the Debtors describe is proportional to that forfeiture. As the Diocese of Syracuse court expressly held, prejudice "is not an imagined or hypothetical harm" and must be grounded in evidence, not speculation. The prejudice I will suffer is concrete, massive, and certain.

38. Moreover, the Debtors cannot use the very settlement from which they have excluded me as a shield against my claim. I am one of the workers whose treatment is the subject of both the Labor Plaintiffs' litigation and the proposed Settlement. The Debtors cannot negotiate a resolution of those claims, exclude me because I had not yet been permitted to file, and then point to that settlement as a reason I should never be permitted to file. Their refusal to negotiate with me solely because of the timing of my filing—timing that was itself the product of their own notice failures—compounds the harm, it does not justify it.

Factor Two — Length of Delay — Must Be Considered Together With the Circumstances Causing It, and the Record Shows No Inaction

39. The Debtors characterize the delay as if I knowingly ignored a deadline and chose to do nothing. The record establishes the opposite. The following timeline, drawn from my Motion and supporting materials, shows continuous effort from the moment I first became aware that any legal rights might exist:

40.

| Date | Event |

| Jan. 17, 2026 | First learned through word of mouth that some workers were involved in a legal case, and that an attorney was handling claims for a group of employees. Immediately contacted attorney Aaron Halegua on the same day. I was still not aware of the bar date.|

| Feb. 2026 | Mr. Halegua informed me it was too late to join the existing litigation, and that the Debtors refused to negotiate with anyone who had missed the Bar Date. Until this conversation, I did not know a deadline had applied to me, that I had missed it, or that the Debtors had adopted this policy. |

| Mar. 2026 | Sought help from a social worker. The social worker's referral for any legal matter again led back to Mr. Halegua. |

| Apr.–May 2026 | Worked with the social worker and Mr. Halegua's office on a T-visa application as a trafficking victim—a separate avenue of relief. Attempted to find other attorneys through additional referrals; every avenue required communicating in English, which I cannot do. |

| May 2026 | Mr. Halegua's office informed me they could no longer represent me in the T-visa matter. First obtained public information about this bankruptcy case and the proof of claim process through word of mouth. Filed Proof of Claim immediately. |

| June 1, 2026 | Debtors filed their Plan and Disclosure Statement. |

41. This timeline shows there was no period of inaction from Feb 17, 2026—the day I first learned legal claims and bar date existed—through June 2026, when I filed. Before that, I have no idea about bar date. And before Jan 17, I have no idea an attorney is handling the legal claims that I might can claim too. I was not sitting

idle; I was actively, persistently trying to find help, and every door I tried was closed to me because I cannot communicate in English and because the confidentiality agreements prevented my former coworkers from sharing information.

42. The Plan and Disclosure Statement were filed only on June 1, 2026, and the proposed Settlement remains pending. As in Diocese of Syracuse, where a four-month delay was found insubstantial because the debtor and other parties were still involved in extensive mediation and no plan had been proposed, my claim enters this case at a stage where the proceedings are still unfolding. Allowing it now will have minimal impact on the administration of the estate. The Debtors cannot seriously argue that a claim that surfaces before a plan is confirmed, while settlement remains open, and from a worker whose identity and circumstances were known to them all along, comes too late.

E. Factor Four — Good Faith — Is Undisputed and Strongly Supported by the Record

43. There is no evidence that I acted in bad faith. I am not a sophisticated creditor seeking to manipulate the bankruptcy process. I did not delay for strategic advantage, to gain leverage, or to wait for the outcome of settlement negotiations. Rather, I acted promptly after I finally understood that I possessed legal rights requiring action and that leave of Court would be necessary because the Bar Date had passed.

44. Every step reflected in the record demonstrates diligence and good faith: seeking legal assistance, consulting available community resources, pursuing referrals, and filing my Proof of Claim and Motion as soon as I learned that doing so was possible. The Debtors ask this Court to interpret language barriers, lack of legal knowledge, and inability to access counsel as evidence of bad faith. Respectfully, those circumstances demonstrate the opposite.

45. I am still without a lawyer. That is not a choice; it is the predictable result of the same barriers—language, isolation, and the chilling effect of the confidentiality agreements—that prevented me from learning about the Bar Date in the first place. They explain why the delay occurred and why equitable relief is appropriate.They explain why the delay occurred and why equitable relief is appropriate.

46. Considering all of the relevant circumstances together—the absence of bad faith, the reasons for the delay, the lack of substantial prejudice to the Debtors, and the severe prejudice that denial would impose upon me—the equitable doctrine of excusable neglect strongly supports granting the Motion.

F. The Disparity With Workers Who Timely Filed Does Not Prove Adequate Notice

47. The Debtors point to approximately 25 timely-filing workers as evidence that their notice process succeeded. This argument fails for the reasons already stated. The Labor Plaintiffs had already filed a comprehensive federal lawsuit on May 27,

2025—before the Debtors' bankruptcy and well before the Bar Date—asserting FLSA collective action and TVPA class claims on behalf of Chinese workers at the Cartersville facility.

48. Most of them were found and contacted by Attorney. They also did not have the awareness like me to initiate contacting and right seeking.

49. They were represented by counsel at that time, and their timely proofs of claim in this bankruptcy were filed as part of that litigation, not because each worker independently read and understood the Bar Date Notice. I was not a plaintiff in that lawsuit; I had no attorney and did not understand the notice. I only learned of the existence of legal claims through word of mouth months later, not from anything in the mailing.

50. The fact that those who succeeded in filing did so only with attorney assistance demonstrates precisely how necessary that outside intervention was—and the confidentiality agreements the Debtors' process imposed ensured that the information did not spread further. I was not reached in time, through no fault of my own.

51. The Debtors' remaining authorities—Caribbean Petroleum, Storage Tech, Jones, Freeman, Gordon, Cordell, Williams, Harrell, Intelligent Med. Imaging, and Keene—each involve English-speaking litigants, institutional creditors, or claimants in jurisdictions with meaningful bilingual infrastructure. None addresses a non-English-speaking worker, housed communally by the debtor, bound by a contract of obedience, and blocked from word-of-mouth information by confidentiality agreements. None controls here. Especially the Porto Rico case. Porto Rico is a US territory where both English and Spanish are official languages. But I only know Mandarin which is not a US official language.

52. To the extent the Court considers further proceedings on this Motion, I respectfully request that any such proceedings be conducted through written submissions rather than an oral evidentiary hearing with deposition. I am proceeding pro se, I do not speak or read English, and I have no attorney to assist me in a deposition setting. A written process allows for accurate translation and a full opportunity to respond, and is sufficient for this Court to evaluate the record without imposing on me a process I have no realistic ability to navigate.

CONCLUSION

WHEREFORE, I respectfully request that this Court:

1. Grant my Motion for Leave to File Late Proof of Claim;

2. Direct the Debtors to participate in mediation, or such other process as the Court deems appropriate, to address the merits of my claim, as I remain willing to mediate and have been refused solely because I filed after the Bar Date;

3. Order that, upon allowance of my claim, I be given a fair opportunity to be heard on the merits and on the appropriate treatment of my claim in light of any proposed settlement, given that my claims arise from the same conduct as the Labor Plaintiffs' claims and I was excluded from the settlement solely because I had not received meaningful notice and had no legal representation;

4. In the alternative, if a settlement is approved before my claim is resolved, order that it shall not affect, release, or extinguish my individual claims in any way, and that I retain full rights to pursue my claims;

5. Resolve any further proceedings on this Motion through written submissions rather than an oral evidentiary hearing or deposition, given my pro se status and language barrier; and

6. Grant any other relief this Court finds just and proper.

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 16, 2026

CERTIFICATE OF SERVICE

I certify that on June 16, 2026 I filed this document with the Bankruptcy Court Clerk and sent a copy by email 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
USTP.Region21@usdoj.gov

And

Aaron Halegua
ah@aaronhalegua.com

And

Bradford J. Sandler, Esq.
bsandler@pszjlaw.com

And
Gus H. Small, Esq.
gsmall@smallherrin.com

And
Scott M. Ewing
sewing@veritaglobal.com

Bo Deng

June 16, 2026