UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

In re:

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

Debtors.

Chapter 11

Case No. 25-58764

(Jointly Administered)

CREDITORS YUCONG LIU, YIXIANG ZHANG, AND CANGEN HAN'S LIMITED OBJECTION TO DEBTORS' MOTION SEEKING ENTRY OF AN ORDER SETTING A BAR DATE FOR FILING PROOFS OF CLAIM AND OTHER RELIEF

On September 4, 2025, Wellmade Industries MFR. N.A. LLC and Wellmade Floor Coverings International, Inc. (together, "Debtors" or "Wellmade") filed a *Motion Seeking Entry of an Order (I) Setting a Bar Date for Filing Proofs of Claim; (II) Setting an Amended Schedules Bar Date; (III) Setting a Rejection Damages Bar Date; (IV) Approving the Form of and Manner For Filing Proofs of Claim; (V) Approving Notice of the Bar Dates; and (VI) Granting Related Relief (ECF No. 137) (the "Motion"). Creditors Yucong Liu, Yixiang Zhang, and Cangen Han (the "Labor Plaintiffs") now file this Limited Objection in response to the Motion. The crux of this Limited Objection is that (a) the Debtors' proposal will not provide any notice to a large group of workers exploited by the Debtors because the Debtors argue the workers are not their "employees," and (b) the Debtors' proposed form of notice—to send by mail an English-language letter full of legalese and to publish it in the <i>Wall Street Journal*—is not reasonably calculated to inform unsophisticated Chinese and Spanish-speaking workers, who do not correspond by mail, of their

¹ The Labor Plaintiffs are listed as creditors on the Debtors' most recent Schedules of Assets and Liabilities (ECF No. 166) and intend to file Proofs of Claim in the near future.



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rights.² At this stage in the proceedings, the class of potential creditors should be broadly defined to include all individuals who may have potential claims against the Debtors, and certainly individuals who worked at the Debtors' factory (and sometimes even suffered physical injuries there) should be receiving reasonable notice of claim bar date. *See* 11 U.S.C. § 101(5) ("claim" also includes disputed claims). This Limited Objection is supported by the Declaration of Aaron Halegua (**Appendix A** ("Halegua Decl.")) and the Declaration of Yucong Liu (**Appendix B** ("Liu Decl.")), both dated September 14, 2025.

INTRODUCTION

- 1. The Labor Plaintiffs are individuals from China, who speak little or no English, and were brought by Debtors to work at their factory in Cartersville, Georgia (the "Cartersville Facility"). Despite the promises of good conditions made to them in China, upon arrival, Debtors confiscated the Labor Plaintiffs' passports, ordered them to work over 72 hours per week with no overtime pay, deducted rent and utilities from their wages, suffered them to work in unsafe conditions without adequate personal protective equipment (PPE), and threatened to case them physical or financial harm them if they stopped working for Debtors. In addition to the Labor Plaintiffs, there are dozens of other individuals who Debtors brought from China on visas to work at the Cartersville Facility and subjected to the same conditions as the Labor Plaintiffs. This group of workers is referred to herein as the "Visa Workers."
- 2. In addition to the Visa Workers, a large number of production workers were recruited through labor agencies or labor agents to work at the Cartersville Facility and were paid

² Counsel for the Labor Plaintiffs contacted Debtors' counsel via email on September 11, 2025, in order to see if this objection could be resolved without the need to involve the Court. However, no response was received from Debtors' counsel.

hourly for their work (hereinafter, the "Agency Workers"). Agency Workers, who were typically either Chinese or Latino, also worked over 72 hours per week. (Halegua Decl. ¶ 9; Liu Decl. ¶ 10).

- 3. None of the Labor Claimants, whether Visa Workers or Agency Workers, ever received the overtime premiums to which they were entitled for working beyond 40 hours in a week.
- 4. On March 26, 2025, federal agents conducted a raid at the Cartersville Facility, where they discovered at least 300 employees. (Halegua Decl., Ex. A). Wellmade owners and managers were taken into custody based on accusations of luring workers from overseas under false pretenses and subjecting them to harsh conditions with minimal pay. (*Id.*). The federal authorities later announced that there was an ongoing investigation into labor trafficking. (*Id.*).
- 5. On May 27, 2025, the Labor Plaintiffs filed a Complaint in the U.S. District Court for the Northern District of Georgia, *Liu, et al. v. Wellmade Industries Mfr. N.A. LLC, et al.*, Case No. 4:25-cv-001340-WMR (the "District Court Litigation"). A copy of the Complaint is attached as **Appendix C** ("Compl."). The Complaint brings a collective action (opt-in) claim under the Fair Labor Standards Act (FLSA) for unpaid overtime on behalf of all individuals who worked at the Cartersville Facility for more than 40 hours in a workweek. The Complaint also brings class action claims, pursuant to Fed. R. Civ. P. 23, for Chinese nationals who worked at the Cartersville Facility for violations of the Trafficking Victims Protection Act ("TVPA"), Georgia Racketeer Influenced and Corrupt Organizations Act ("RICO"), Unjust Enrichment, and *Quantum Meruit*.
- 6. In the District Court Litigation, Labor Plaintiffs seek on behalf of themselves and other class or collective members: (a) economic damages, non-economic damages, punitive damages, and attorneys' fees and costs for violations of the TVPA (Compl. ¶¶ 247–290); (b) compensatory damages, punitive damages, trebled damages, attorneys' and experts' fees and costs, and injunctive relief for violations of the Georgia RICO (Compl. ¶¶ 267–268); (c)

disgorgement of ill-gotten gains, punitive damages, and attorneys' fees and costs for unjust enrichment (Compl. ¶¶ 276–279); and (d) recovery of the reasonable value of Labor Plaintiffs' and class members' labor, punitive damages, and attorneys' fees and costs for *quantum meruit* (Compl. ¶¶ 287–290). Labor Plaintiffs and members of the FLSA collective also seek compensation for illegal deductions, unpaid overtime, an equal amount as liquidated damages, and attorneys' fees and costs for violations of the FLSA (Compl. ¶¶ 266–267).

- 7. The Visa Workers and Agency Workers who may have claims that fall within the FLSA collective or Rule 23 class pleaded in the Complaint are referred to herein as "Labor Claimants."
- 8. On August 4, 2025, Wellmade filed its Petition for bankruptcy under Chapter 11 of the Bankruptcy Code. (ECF No. 1).
- 9. On September 4, 2025, the Debtors filed their Motion requesting an order to, *inter alia*, set bar dates for filing proofs of claim, approve Debtors' proposed form and manner of filing proofs of claim and distributing notice of bar dates, and approve Debtors' proposed notice of bar dates (the "Debtors' Notice").
- Debtors do not intend to send notice to the Labor Claimants because Debtors do not consider them as their "employees," and (b) the format of the Debtors' Notice and the proposed methods of delivery are not reasonably calculated to inform the Labor Claimants of their rights. Accordingly, the Labor Plaintiffs respectfully request that this Court: (i) Order that the Debtors' proposed claims bar date will not apply to the claims of potential Labor Claimants; (ii) Order that the Labor Claimants be provided supplemental notice; and (iii) Order that the notice to Labor Claimants

inform them of their rights in plain and simple language, as typically done in FLSA cases, as well as be distributed through means reasonably calculated to reach the Labor Claimants.

LEGAL STANDARD

- 11. In a bankruptcy proceeding, Notice of Claim Bar Dates must be "reasonably calculated, under all the circumstances," to apprise potential creditors of the pendency of the bar date so that creditors have the opportunity to file claims. *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950); *see also In re BGI, Inc.*, 476 B.R. 812, 816, 820 (Bankr. S.D.N.Y. 2012) (debtor provided adequate notice where debtor transmitted emails to "all ... [potential claimants] for whom they possessed email addresses..." as well as created a webpage containing the court-approved notice) (internal citation and quotation omitted); *In re Grand Union Co.*, 204 B.R. 864, 871 (Bankr. D. Del. 1997) ("A claimant, who is not apprised with reasonable notice of the bar date, is not bound by the legal effects of the confirmation of the plan and should be allowed to file a late proof of claim ... Whether a creditor received adequate notice of a bar date depends upon the facts and circumstances of a given case.") (internal citations and quotations omitted).
- 12. In the context of a FLSA case, the routine procedure in the Eleventh Circuit is to first define the group of workers who are similarly situated to the plaintiffs (the "collective") and then to issue a notice of the pending lawsuit informing potential collective members of their rights and the procedure to opt-in to the pending action. *Prowant v. Federal National Mortgage Association*, No. 1:14-CV-3799, 2017 WL 11634373, at *2 (N.D. Ga. 2017). Such notice to the potential collective is to be provided in simple and plain language that will not confuse the affected workers, and courts have broad discretion to tailor the contents of the notice accordingly. *Prowant*, 2017 WL 11634373, at **4–5 (approving changes to FLSA collective notice in order to reduce confusing language that might mislead a reasonable person about their eligibility to join a case).

See also de la Fuente v. Columbia Recycling Corp., 704 F. Supp. 3d 1351, 1355 (N.D. Ga. 2023) (employees must receive "accurate and timely" notice permitting them to make "informed decisions" about whether to participate in the litigation).

ARGUMENT

A. Debtors' Notice is not reasonably calculated to provide notice to Labor Claimants.

- 13. Under the plan proposed in the Motion, Debtors propose providing notice to "current and former employees" and limiting their obligation to notifying creditors who can be identified through "contact information ... available in the Debtors' records." (Motion ¶ 12(m)).
- 14. Debtors have communicated to Labor Plaintiffs' counsel that Debtors do not consider the Labor Plaintiffs or the similarly-situated Labor Claimants to be there "employees." (Halegua Decl. ¶ 10). Therefore, the proposed notice plan does not involve providing notice to the Labor Claimants. Indeed, even those Agency Workers who already filed consent forms in the District Court Litigation to join the FLSA case against Debtors, such as Wen Chen, Shun Yu, and Shengda Yu, are not listed in the matrix of creditors to receive notice. (*See* ECF No. 166).
- Journal. (Motion ¶ 15). However, this will not provide adequate notice to the Labor Claimants. The undersigned counsel currently represent fourteen (14) Labor Claimants, most of whom do not read or understand English at all, and none of whom read English-language newspapers. (Liu Decl. ¶ 17; Halegua Decl. ¶ 32). Therefore, only providing notice in English is improper.
- 16. Debtors' proposed notice is also rife with complicated language and legal jargon that is difficult even for a native English speaker who is not sophisticated on legal matters to understand. *See In re Grand Union Co.*, 204 B.R. at 870-3 ("four page, over 1,000 word [bar date notice] couched with legalese ... [and] not easily comprehensible by a lay-person" is inappropriate

where claimants are not "experienced in sophisticated commercial matters or ... bankruptcy matters"). Here, the proposed Debtors' Notice is three pages single-spaced, almost 1,000 words long, contains numerous paragraphs consisting of single lengthy sentences, and is filled with complex "legalese" that a lay person, regardless of English proficiency, would likely not understand. For example, the terms "proofs of claim," "unsecured claim," "executory contract," and "Chapter 11 Plan" are used liberally without any definition provided. Thus, the Debtors' Notice is not reasonably calculated to provide notice to creditors such as the Labor Claimants, who are generally unsophisticated immigrants who do not speak English and have no background in law.

17. Furthermore, Debtors' owners and managers communicated with the Labor Claimants almost exclusively through the Chinese social media application WeChat. (Liu Decl. ¶¶ 12–15, Exs. A, B; Halegua Decl. ¶¶ 26–27, 29–30, Exs. L, M). Debtors did not regularly, if ever, correspond with Labor Claimants through the U.S. mail. Therefore, the proposed means for delivering notice is not reasonably calculated to notify the Labor Claimants.

B. Labor Claimants have FLSA and other legal claims against Debtors.

- 18. Under the FLSA, Debtors would be deemed either the "employers" or "joint employers" of the Labor Claimants and thus liable for overtime violations under that statute. Labor Claimants also have claims against the Debtors that do not depend on the existence of an "employer-employee" relationship, such as forced labor or trafficking claims under the TVPA.
- 19. Under the FLSA, an entity is considered to "employ" a worker whom it "suffer[s] or permit[s] to work." 28 U.S.C. § 203(g). In evaluating whether an entity employs a worker, courts look to the "economic reality" of the situation, not the paper-based formalities, and construe the remedial purpose of the FLSA broadly. *Antenor v. D & S Farms*, 88 F.3d 925, 933 (11th Cir. 1996). Additionally, the FLSA recognizes that a worker may have more than one "employer" under the

statute, and each such "joint employer" is equally liable for any violations of the statute. *Id.* In the Eleventh Circuit, courts look to the following inexhaustive factors to determine if an entity is a joint employer of a worker:

- (1) the nature and degree of control of the workers;
- (2) the degree of supervision, direct or indirect, of the work;
- (3) the power to determine the pay rates or the methods of payment of the workers;
- (4) the right, directly or indirectly, to hire, fire, or modify the employment conditions of the workers;
- (5) preparation of payroll and the payment of wages;
- (6) ownership of facilities where work occurred;
- (7) performance of a specialty job integral to the business; and
- (8) investment in equipment and facilities."

Id. See also Guevara v. Lafise Corp., 127 F.4th 824, 831 (11th Cir. 2025).

20. Under these factors, Debtors easily qualify as the joint employer of the Labor Claimants. As set forth in detail in the Complaint, and in the Halegua and Liu Declarations, Debtors exercised extensive control over all aspects of Labor Claimants' work at the Cartersville Facility and, indeed, life beyond the Cartersville Facility. In particular, Debtors exercised control by confiscating worker passports (which one worker needed to call the police to have returned); Debtors chose which workers to hire from China and had the power to fire all workers; Debtors entered all workers into their facial recognition and fingerprinting system; Debtors' owners and managers directly supervised all workers in the Cartersville Facility; Debtors set the pay rates for all workers; Debtors made direct money transfers to Labor Claimants; Debtors unilaterally decided Labor Claimants' work schedules; Debtors controlled the Cartersville Facility in which Labor Claimants worked, and invested millions of dollars to purchase the machinery there that caused Labor Claimants' physical injuries; and the jobs performed by Labor Claimants involved using Wellmade's own equipment for the production of flooring. (See Compl. ¶¶ 95–149; Halegua Decl. ¶¶ 12-27, Exs. B–M; Liu Decl. ¶¶ 4–9, 16, Exs. A, B).

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21. As for the claims under the TVPA, any legal entity who "knowingly benefits, financially or by receiving anything of value" from subjecting a victim to forced labor, trafficking, or confiscating their identity documents is liable to those victims. 18 U.S.C. §§ 1589(b), 1590(a), 1592, 1595(a). No formal employment relationship is necessary. As set forth in detail in the Complaint, the Labor Claimants had their passports confiscated by the Debtors; the Debtors compelled them to work long hours and threatened to harm them if they stopped; and the Debtors recruited, transported, and harbored Labor Claimants while they were subjected to forced labor. This is another compelling reason that the Labor Claimants must receive notice of their rights in these bankruptcy proceedings.

C. Providing supplemental notice to Labor Claimants, in a format calculated to inform them of their rights, is necessary and appropriate.

- 22. The FLSA recognizes the need to provide timely notice to workers who may have claims against a company so that they may be informed of their rights and decide whether to take action to preserve those rights before the statute of limitations extinguishes those claims. For this reason, courts use a "fairly lenient" standard to determine whether it is appropriate to send notice to a group of workers who are similarly situated to the plaintiffs in a FLSA action. *de la Fuente*, 704 F. Supp. 3d at 1356; *see also Grayson v. K Mart Corp.*, 79 F.3d 1086, 1097 (11th Cir. 1996) (a plaintiff's burden at the certification and notice stage is "not heavy"). Labor Claimants should not be deprived of their right to learn about their potential claims under the FLSA simply because Debtors have filed for bankruptcy (and thus stayed the District Court Litigation) before a motion could be made to provide notice to all similarly-situated workers.
- 23. Courts also recognize that notice to workers with potential FLSA claims should be in a format that is straightforward and easy to understand, particularly to lay people who are not legally sophisticated. *Prowant*, 2017 WL 11634373, at **4–5. Again, Labor Claimants should not

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be deprived of their right to notice that is reasonably calculated to inform them of their rights under the FLSA simply because the Debtors filed for bankruptcy before a motion to distribute notice to the Labor Claimants could be filed in the District Court Litigation.

- 24. A typical notice in an FLSA case would, for instance, advise workers about their right to receive overtime if they worked for more than 40 hours per week and state that any such individuals may have a legal claim. By contrast, the proposed Debtors' Notice does not mention anywhere how potential Labor Claimants may determine whether they have a valid claim, nor does it mention anything about unpaid overtime.
- 25. Moreover, when notice is provided under the FLSA, courts have approved using means other than mailings that are more likely to actually reach the impacted workers, such as notice through email, text message, and WhatsApp. *de la Fuente*, 704 F. Supp. 3d at 1358.³
- 26. In similar situations where an FLSA claim has been brought and then the defendant files for bankruptcy, bankruptcy courts have permitted the distribution of notice to potential FLSA collective members informing them of their rights under that statute to proceed. *See, e.g., In re Buffets, LLC, et al.*, No. 16-50557-rbk, ECF No. 1378 (W.D. Tx. Bankr. Oct. 17, 2016) (granting motion to modify § 362(a) automatic stay and permit distribution of a FLSA notice to workers so that they could file proofs of claim against the bankruptcy estate). (*See also* Halegua Decl., Ex. N (copy of the Order and Notice from the *In re Buffets* bankruptcy case)).

³ In the analogous context of a class action, Rule 23(c)(2) of the Federal Rules of Civil Procedure instructs courts to "direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort;"; notes that not only mail, but "electronic means" or any "other appropriate means" can be used; and mandates that the notice "must clearly and concisely state in plain, easily understood language" the relevant information.

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27. Labor Plaintiffs have provided as **Appendix D** a sample of an appropriate notice for this case. Labor Plaintiffs are well-aware that possible alternatives to issuing their proposed notice would include (i) seeking relief from the automatic stay to permit the District Court to certify a colletive under the FLSA and oversee a notice process, or (ii) moving for certification of a class (or multiple classes) under Rule 7023 of the Federal Rules of Bankruptcy Procedure. The notice and procedure proposed by Plaintiffs in **Appendix D** is designed to be a more streamlined and efficient method for effectuating notice to the Labor Claimants and having Proofs of Claim timely filed in an appropriate format. In particular, it is important that Labor Claimants are able to call or contact an attorney who speaks their language and can answer questions about the bankruptcy process and their legal rights. Moreover, the notice issued would be made available in at least the following languages: English, Chinese, and Spanish. *See, e.g., In re Energy Future Holdings*, 949 F.3d 806, 823 (3d. Cir. 2020) (recognizing as sufficient notice publication "in seven consumer magazines, 226 local newspapers, three national newspapers, forty-three Spanish-language newspapers, eleven union publications, and five Internet outlets").

D. Debtors likely possess the names and contact information for the Labor Claimants and should provide such information to Labor Plaintiffs to effectuate notice.

28. Debtors should be in possession of the names and contact information for the Labor Claimants. The Debtors entered all such workers, including Visa Workers and Agency Workers, into a facial recognition system to control who had access to Wellmade's \$35-million facility. The Debtors also entered Labor Claimants into the facility's fingerprinting system, which was used to track the hours of all workers. (Liu Decl. ¶ 9; Halegua Decl. ¶ 28). The Debtors made direct

⁴ Labor Plaintiffs endeavored to engage Debtors in a collaborative discussion on the most efficient way to effectuate notice and permit claimants to file proofs of claims, but did not receive a response from Debtor. Accordingly, **Appendix D** was prepared by Labor Plaintiffs

payments to the bank accounts of both Visa Workers and Agency Workers. (Halegua Decl. ¶¶ 9, 15–16, Exs. D, E). For the Visa Workers, the Debtors submitted extensive paperwork to the U.S. Government to obtain visas for these individuals to come work at the Cartersville Facility. (Halegua Decl. ¶¶ 9, 13, Ex. B). For the Agency Workers, who were paid hourly, the Debtors must have invoices that were submitted by labor agents stating who worked at the factory and the dates and hours that they worked. (Halegua Decl. ¶ 9). If necessary, Debtors should also be required to obtain such information from the labor agents whom they used. *See, e.g., Chemetron Corp. v. Jones*, 72 F.3d 341, n.2 (1995) (a reasonable search may in some circumstances require a debtor to look beyond its own books and records to ascertain the identity of potential creditors).

29. Debtors should provide the names and contact information of the Labor Claimants to counsel for the Labor Plaintiffs so as to administer an effective notice process. In the aforementioned *In re Buffets* case, the bankruptcy court directed the debtor to provide such information to counsel for the workers. (*See* Halegua Decl., ¶ 37, Ex. O). *See also de la Fuente*, 704 F. Supp. 3d at 1358 (requiring employer to provide plaintiffs in FLSA case with the name, address, email address, telephone number, and WhatsApp contact information for each putative collective member in an electronic format).

CONCLUSION

- 30. In light of the above, Labor Plaintiffs hereby request an Order from this Court issuing the following relief:
 - (a) Debtors' proposed bar date notice shall not apply to any Labor Claimants;
 - (b) Labor Claimants shall instead be required to assert any claims within forty-five (45) days following the issuance of proper, Court-approved notice;

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(c) The notice shall use simple and plain language to inform Labor Claimants of their

rights and be in a form substantially similar to that in **Appendix D**; be available in

their native languages; and be transmitted through WeChat, text message, or other

means reasonably calculated to provide notice to them;

(d) Debtors shall provide to Labor Plaintiffs' counsel all information related to the

identity and contact information for the Labor Claimants, including but not limited

to company records, data from Debtors' facial recognition system, WeChat

messages and data, and invoices from their labor agents; and

(e) Debtors shall make reasonable efforts to obtain the identities and contact

information for any Labor Claimants through the labor agents that Debtors used,

and provide evidence of such to counsel for Labor Plaintiffs.

31. To the extent that it is deemed necessary to modify the automatic stay in order to

permit the exchange of information and issue the notice set forth above, the Labor Plaintiffs seek

such relief from the automatic stay pursuant to 11 U.S.C. § 362.

Dated: September 15, 2025

Respectfully submitted,

/s/ Aaron Halegua

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UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

In re:

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

Debtors.

Chapter 11

Case No. 25-58764

(Jointly Administered)

DECLARATION OF AARON HALEGUA

I, AARON HALEGUA, hereby declare:

- 1. My law firm, together with Radford Scott LLP, represents the three named Plaintiffs—Yucong Liu, Yixiang Zhang, and Cangen Han (the "Plaintiffs" or "Labor Plaintiffs")— in the case *Liu, et al. v. Wellmade Industries Mfr. N.A. LLC, et al.*, Case No. 4:25-cv-001340-WMR, pending before the U.S. District Court for the Northern District of Georgia (the "District Court Litigation"). A copy of the Complaint in that case is attached as **Appendix C** of this filing.
- 2. I am submitting this Declaration in support of the Labor Plaintiffs' Limited Opposition to Debtors' Motion Seeking Entry of an Order Setting a Bar Date for Filing Proofs of Claim and Other Relief (ECF No. 137 (the "Motion")).
- 3. The Debtors in this bankruptcy proceeding, Wellmade Industries Mfr. N.A. LLC and Wellmade Floor Coverings International, Inc. (together, "Wellmade" or "Debtors"), are named Defendants in the District Court Litigation.
- 4. In total, Plaintiffs' counsel now represent fourteen (14) individuals who previously worked at the Wellmade factory in Cartersville, Georgia (the "Cartersville Facility"), all of whom opted-in to the District Court Litigation and are creditors of Wellmade. Plaintiffs' counsel are also in the process of interviewing several more.

- 5. The Complaint in the District Court Litigation brings a collective action (opt-in) claim under the Fair Labor Standards Act ("FLSA") for unpaid overtime on behalf of all individuals who worked at the Cartersville Facility for more than 40 hours in a workweek.
- 6. The Complaint also brings class action claims, pursuant to Fed. R. Civ. P. 23, on behalf of Chinese nationals who worked at the Cartersville Facility, for violations of the Trafficking Victims Protection Act ("TVPA"), Georgia Racketeer Influenced and Corrupt Organizations Act ("RICO"), Unjust Enrichment, and *Quantum Meruit*.

Wellmade's Workforce

- 7. On March 26, 2025, federal law enforcement agents, including from the Federal Bureau of Investigation and Homeland Security Investigations, conducted a raid at the Cartersville Facility.
- 8. An article in the *Georgia Gazette* published the day after the raid of the Cartersville Facility, attached as **Exhibit A**, reported that the Cartersville Facility employed over 300 workers. (The story is also available here: https://thegeorgiagazette.com/featured/two-arrested-after-300-labor-trafficking-victims-found-at-bartow-county-flooring-plant/#google_vignette).
- 9. Wellmade employed dozens of foreign workers at the Cartersville Facility. The first group of these workers came directly from China on L or B visas to work for Wellmade at the Cartersville Facility ("Visa Workers"). The second group of workers, who were both Chinese and Latino, were recruited by third-party labor agents and then paid on an hourly basis to work at the Cartersville Facility ("Agency Workers"). The Visa Workers and Agency Workers are jointly referred to as the "Labor Claimants." All Labor Claimants regularly worked at least 72 hours per week.
- 10. I was informed by Wellmade's attorneys that the Debtors take the position that the Labor Claimants were not Wellmade "employees." Therefore, Wellmade's proposed plan for distribution

of bar date notice does not include notifying these workers. However, this position is legally and factually indefensible.

- 11. Under the FLSA's "joint employment" test, a worker can have more than one "employer" and each one is liable for violations of the statute.
- 12. My law firm posesses significant evidence demonstrating that the Debtors would easily meet, at minimum, the standard for being a joint (if not sole) employer of all Visa Workers and Agency Workers. Some examples of this evidence are attached as exhibits and described below.

Visa Workers

- 13. **Exhibit B** is a letter to the U.S. Consulate General in Shanghai, China from Jiayi "Morgan" Chen—the son of Wellmade owner Allen Chen and nephew of Wellmade owner George Chen—on behalf of Debtors, requesting that a B1 visa for opt-in member Yao Yan be approved so that he may come to work at the new \$35 million Cartersville Facility.
- 14. **Exhibit C** is an "Offer of Employment" issued by Wellmade to one of the opt-in members, Nan Liu, which lists Mr. Liu's position, start date, place of employment, specific shift and schedule, compensation, and other terms of employment. The Offer of Employment also clearly states that Mr. Liu's regular shift was from 6:45 a.m. to 7:00 p.m.—thus, more than 12 hours per day.
- 15. **Exhibit D** is a screenshot of the activity in Nan Liu's Bank of America account, accessed on his cell phone, which shows multiple payments from "Wellmade."
- 16. **Exhibit E** is a statement from opt-in member Yixiang Zhang's bank account showing multiple transfers from "Wellmade."
- 17. **Exhibit F** contains two photographs of opt-in member Yixiang Zhang after he was struck in the face by a machine at the Cartersville Facility.

- 18. **Exhibit G** is a police report and follow-up report obtained from the Bartow County Sheriff's Office, related to an incident on June 7, 2024, during which a Chinese national employed at the Cartersville Facility called authorities to complain that his boss, Jiayi "Morgan" Chen, had confiscated his passport and would not return it.
- 19. **Exhibit H** is a timesheet bearing the Wellmade logo that Debtors used to record the number of shifts worked by various Labor Claimants, including Plaintiffs.

Agency Workers

- 20. Since the filing of the Complaint, at least six (6) Agency Workers have filed a Consent to Sue under the FLSA in the District Court Litigation.
- 21. My law firm has already learned of at least the following entities and individuals that acted as labor agents for Wellmade: Tigereye International Trading Co., Ltd. (an affiliate of Debtors); Jiangsu Yuanmei Bamboo and Wood Instury Co., Ltd. (an affiliate of Debtors); Starwin Service Inc.; Fusheng Lean Services Inc.; Jiefeng DENG; Jiawei SHI; OSM; Rong QI; Join-Win; Faven LLC; and Danny Herazo Chacuto. (The surnames of individuals with Chinese names are capitalized.)
- 22. Like the Visa Workers, however, the Debtors exercised direct and indirect control over the Agency Workers that is more than sufficient to make them "employers" or "joint employers."
- 23. **Exhibit I** is a picture taken by Agency Worker and opt-in member Shengda Yu of himself with other employees of Wellmade, including other Chinese and Latino Agency Workers, on the production floor of the Cartersville Facility.
- 24. **Exhibit J** is a compilation of photos of severe hand injuries sustained by Agency Workers and opt-in members Shunkui Wang and Jinchao Si from when their hands were crushed in Wellmade machines in 2025.

- 25. **Exhibit K** is a Wellmade badge distributed to Agency Worker and opt-in member Shengxiang Yu.
- 26. **Exhibit L** is a WeChat conversation from April 2024 between Agency Worker and opt-in member Shengda Yu and Jianjun Lu, Wellmade's manager of the Cartersville Facility who was arrested along with George Chen and Morgan Chen, in which they discuss specific work tasks.
- 27. **Exhibit M** is a WeChat conversation from August 2024 between Agency Worker and Creditor Shengda Yu and Jianjun Lu in which Mr. Lu states he will offer Mr. Yu \$18 per hour if he returns to work at the Cartersville Facility.

Facial Recognition and Fingerprinting Systems

28. I have been informed by both the Plaintiffs and other Labor Claimants that the Cartersville Facility had a facial recognition security system that it used to verify the identity of anyone who entered the factory, including both Visa Workers and Agency Workers, and that all Labor Claimants were required to use the Debtors' fingerprint system to track their work time.

Wechat

- 29. The Debtors communicated with Chinese Visa Workers and Agency Workers almost exclusively via various group chats on WeChat, a Chinese social media application.
- 30. For instance, Plaintiffs' counsel is aware of at least the following such WeChat Groups that Debtors established and used for this purpose: "第二车间 (Workshop 2)"; "在美人员生活群 (Living in America Group)"; and "设备保障组 (Equipment Support Group)."

Intimidation by the Debtors' Principals

31. Shortly after Plaintiffs commenced the District Court Litigation, the Debtors' principals engaged in a variety of tactics to try to dissuade the Plaintiffs from continuing their lawsuit, and putative class/collective members from joining the lawsuit.

Case 25-58764-sms Doc 171-1 Filed 09/15/25 Entered 09/15/25 16:52:58 Desc Appendix A Page 6 of 58

- 32. On or around July 5, 2025, an individual claiming to be a China-based employee of the Debtors, or their affiliates, contacted Labor Claimant and opt-in member Haitao Sun by phone call and attempted to, in part, persuade him to withdraw from or otherwise settle his claims in the District Court Litigation. The employee represented that she had been in contact with the Debtors' principals and/or Debtors' attorneys, encouraged Mr. Sun to tell her what it would take for him to settle the case, and stated that she could relay any settlement demands to the Debtors' attorneys.
- 33. Also on or around July 5, 2025, an individual who was still at the time employed by the Debtors approached, ostensibly as a friend, Plaintiffs Yixiang Zhang and Cangen Han. The friend informed Mr. Zhang and Mr. Han that the Debtors were hoping Plaintiffs would withdraw their claims. The employee then confirmed that they had initiated this conversation with Mr. Zhang and Mr. Han at the behest of the Debtors and/or their principals.
- 34. On August 6, 2025, an Order was entered in the District Court Litigation prohibiting Debtors and the individual defendants in that case from communicating, directly or indirectly, with the Plaintiffs or other Labor Claimants represented by my law firm, and instead requiring that all communications go through counsel.
- 35. Nonetheless, as recently as September 5, 2025, the wife of Jianjun Lu reached out to my clients in order to try to convince them to drop their lawsuit.

Language Ability

36. My communications with the Plaintiffs and all other Creditors whom I represent, both oral and written, have been exclusively in Mandarin/Chinese. These individuals generally have little or no English language proficiency. Indeed, several of my clients in the District Court Litigation are unable to sign their own names in English.

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Providing FLSA Notices in Bankruptcy Proceedings

37. Plaintiffs' counsel is aware that bankruptcy courts have permitted notice to be issued to

workers who may have FLSA claims against the debtors, such as in the matter, In re Buffets, LLC,

et al., No. 16-50557-rbk (W.D. Tx. Bankr. Oct. 17, 2016). Exhibit N is a copy of the Order in that

matter authorizing notice to be sent to potential FLSA claimants as well as a copy of the Notice

approved by the court. Exhibit O is a copy of the Order in that matter requiring the Debtor to

provide counsel for claimants a list of addresses of all employees hired by the Debtor, so that the

aforementioned notice could be distributed.

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

York, New York on the 14th day of September, 2025.

/s/ Aaron Halegua

Aaron Halegua

Exhibit A

THE GEORGIA



HOME

LOGIN

SUBSCRIBE

COUNTIES

REMOVAL REQUEST

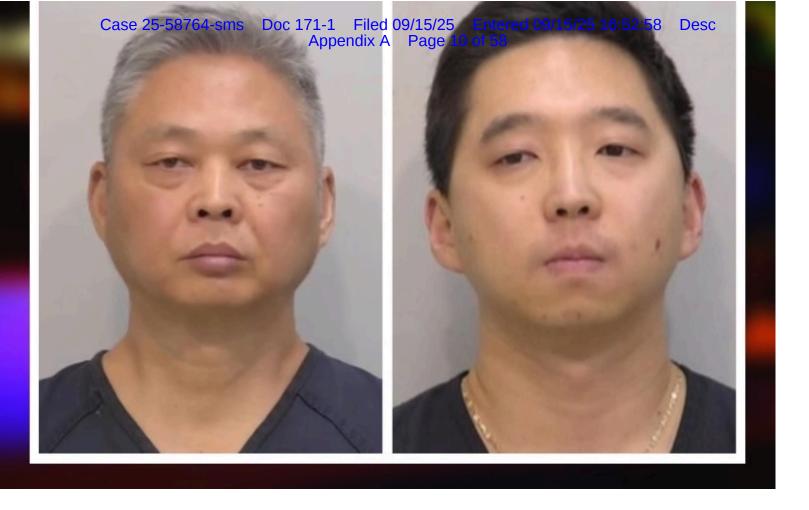
CONTACT

The Georgia Gazette > Bartow County News > Two arrested after 300+ labor trafficking victims found at Bartow County flooring plant

MARCH 27, 2025

TWO ARRESTED AFTER 300+ LABOR TRAFFICKING VICTIMS FOUND AT BARTOW COUNTY FLOORING PLA

BARTOW COUNTY NEWS · FEATURED





Remove ads by <u>Supporting Independent News</u>

Written by: E. George

Published March 27, 2025 @ 12:20 PM ET

BARTOW COUNTY, Ga. – Federal authorities, in cooperation with local law enforcement, conducted a significant operation on Wednesday at Wellmade Industries, a flooring manufacturing plant in Bartow County, as part of an ongoing investigation into labor trafficking. The investigation, which has been active for several months, centers around allegations that the business illegally employed foreign nationals under coercive and exploitative conditions.

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operation. Chen faces three **Lettony** counter of the labor servitude.

Jiayi Jia Chen, a second individual, was also taken into custody on similar charges. The two are accused of luring workers from overseas, primarily from China, and subjecting them to harsh working conditions with minimal pay.

At the time of the raid, federal agents were actively searching the Wellmade facility and several nearby homes believed to house employees. Authorities are investigating claims that these workers, who number between 300 and 400, were coerced into labor under fraudulent pretenses, being promised better pay and working conditions than they received. The workers were reportedly not paid fairly for their labor, and many were subjected to unsafe working environments.

The operation involved agents from multiple agencies, including the FBI, the Department of Homeland Security, the Georgia Bureau of Investigation, and the Bartow County Sheriff's Office. Federal agents have been working alongside interpreters and victim specialists to identify those affected by the alleged trafficking and provide support. Officials said that while the workers were mainly from China, people from other countries were also reportedly affected.

This investigation began after authorities received reports indicating that Wellmade Industries was engaged in trafficking activities, with workers allegedly being brought into the U.S. under false pretenses. In addition to labor trafficking, authorities are also probing financial crimes linked to the business practices of the company and its owners.

Several former employees of Wellmade have spoken out about their experiences at the facility. One former worker, who left the company in 2022, described the conditions at the plant as "terrible" and unsafe. Reports from the Occupational Safety and Health Administration (OSHA) support these claims, citing multiple safety violations at the facility, including amputation hazards and inadequate protective gear for employees.

The business opened in 2019 and expanded its operations in 2020 with a \$35 million investment that created 240 jobs. It primarily serves clients in the Atlanta area. However, the plant's reputation has been marred by accusations of poor working conditions, racial discrimination, and other unlawful practices. In one lawsuit, a former employee alleged that the company had failed to promote him to a promised management role and that non-Chinese employees were denied the opportunity to apply for higher-level positions.

The investigation into the activities at Wellmade Industries is ongoing. Once authorities have gathered sufficient evidence, the case will be handed over to the U.S. Attorney's Office to determine if formal charges will be filed against the company or its owners.

The federal agencies involved have emphasized the importance of ensuring the safety and well-being of the victims, and efforts are being made to connect them with legal and housing assistance. Though there has been no public statement on whether the workers will face deportation, experts have noted that in many cases, individuals trafficked for labor are not treated as criminals.

As the investigation unfolds, more information may be released regarding the victims, and authorities are encouraging anyone with additional information to come forward.

Exhibit B



Date: February 10, 2022

Mr. Yan, Yao

Passport Number:

; Date of Birth:

1986

Position:

Profile Engineer, Wellmade Floor Industries, Ltd. (Wellmade

China)

Address:

No.17 Jingshan East Road, Gaochun Economy Zone Nanjing,

211300 China

Tel:

(86)25-57356000 | Fax: (86)25-57356333

Visa Section
U.S. Consulate General

Dear Visa officer,

Wellmade Floor Coverings International, Inc. (WFCI) cordially, on an urgent basis, invites Mr. Yao, Yan, Profile Engineer at Wellmade Floor Industries, Ltd. (Wellmade China) to visit Wellmade Industries MFR. N.A. LLC, a division of WFCI in February.

Mr. Yan's will inspect and instruct installation, maintenance, and modification on the profile equipment in the new factory. The profile equipment is all new state of the art machines, that need to be tested for optimal performance. It is vital to calibrate to precise measurement. He will inspect the machines from installation to testing. He will develop maintenance plans, and conduct machine safety training sessions. Mr. Yan will help Wellmade in starting up our new Georgia factory, an \$35 million manufacturing investment project with planned 240 jobs on board in Bartow County, Georgia.

WFCI, an Oregon Corporation, has provided hard surface flooring collections to customers throughout the United States since 2001. Mr. Yan's visit is integral to the success of Wellmade's "Made in the USA" initiative, also ensuring the new Cartersville 328,000 SF new factory comply with all required quality control systems, clean environment, and safety regulations.

Mr. Yan will plan to spend two weeks in the US. WFCI will pay for all travel expenses, including transportation, food and hotels, and other expenses for his visits in the United States.

www.wellmadefloors.com



Please see web links below announcing Wellmade's new U.S. manufacturing facility recently released from Georgia Governor Brian P. Kemp's office and Floor Covering News.

https://www.georgia.org/newsroom/press-releases/wellmade-flooring-expandsoperations-georgia-invests-35-million-bartow

https://www.fcnews.net/2020/06/wellmade-breaks-ground-on-rigid-coremanufacturing-plant-in-georgia/

Your favorable consideration and decision regarding Mr. Yan's visa application will be very much appreciated.

Respectfully yours,

Morgan Chen

Georgia Plant Coordinator

Wellmade Floor Coverings International, Inc.

Wellmade Industries MFR. N.A. LLC

www.wellmadefloors.com

Exhibit C

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November 18, 2024

RE: Offer of Employment

Dear Nan Liu,

Wellmade Industries MFR N.A. LLC is pleased to offer you employment on the terms and conditions described in this letter. All offers of employment are conditional and based on the candidate successfully passing background checks and validations as authorized by the incumbent and paid for by Wellmade. These are done in keeping with USA Department of Homeland Security requirements and in keeping with applicable anti workplace violence and harassment legislation.

Please carefully read and consider the terms and conditions and confirm your understanding of the agreement by countersigning this letter in the space provided below and return an original signed copy to

Position:

You will be employed by Wellmade Industries MFR N.A. LLC as the performing duties as Trainer/Operator; in addition, in those duties Wellmade Industries MFR N.A. LLC may assign you additional duties from time to time.

Start Date:

Your employment with Wellmade Industries MFR N.A. LLC will commence on November 18, 2024, or based on availability of candidate.

Place of Employment:

Location: You will perform your work and services for Wellmade Industries MFR N.A. LLC from our Georgia facility.

Shift:

Primary schedule is 6:45AM - 7:00PM, Monday through Friday, with a 30 min unpaid lunch. Shifts may change based on the requirements of the company.

Compensation:

Base Salary. The Company shall pay Employee as compensation for Employee's services hereunder an annual base salary of \$50,000.00, plus a potential bonus of up to \$10,000.00 based on achieved KPI's (TBD). Such a salary shall be subject to applicable tax withholding and shall be paid periodically in accordance with normal Company payroll practices.

After completing a SIX (6) months introduction period, you will become eligible for Company benefits, ONE (1) month introduction period for medical benefits.

☐ Initial here stating you have read and understood the contents of this page Nan Liu

Benefits:

PTO

Employees will be entitled to take PTO time each calendar year. You will be allotted 80 hours annually. New hires are eligible to take PTO after 6 months of employment. PTO hours accrue at 6.67 hours per month from date of hire.

Holidays

The Company also currently provides 7 paid holidays.

Business Expenses

Wellmade Industries MFR N.A. LLC will reimburse you for business expenses, consistent with Wellmade Industries MFR N.A. LLC policies, reasonably and properly incurred in connection with the performance of your duties. Receipts must accompany the request for reimbursement.

Health Care:

The Company offers medical, dental, vision, basic life insurance, voluntary life insurance, long term disability, short term disability, an accident plant, and critical illness. All are explained in the attached benefits booklet. You will become eligible for Company benefits on the 1st of the month following your first day of employment.

the

aut

401K:

You will be eligible to participate in the Wellmade 401K program.

Services.

You will devote the whole of your time, attention, and ability to the business of Wellmade Industries MFR N.A. LLC and will use your best efforts to promote the interest of Wellmade Industries MFR N.A. LLC

Policies and Procedures:

You will be bound by and will faithfully observe and abide by all the policies and procedures of Wellmade Industries MFR N.A. LLC from time to time in force which are brought to your notice, of which you should reasonably be aware.

Confidential and Proprietary Information:

You acknowledge that, by reason of your employment with Wellmade Industries MFR N.A. LLC, you will have access to confidential and proprietary information, including, but not limited to trade secrets, customer lists, price lists, and other confidential and proprietary information concerning the business and affairs of Wellmade Industries MFR N.A. LLC. You agree that during and after your employment with Wellmade Industries MFR N.A. LLC, you will not use or disclose to any person (except in the proper course of your employment with Wellmade Industries MFR N.A. LLC) any such confidential and proprietary information acquired, created, or contributed to you.

Exhibit D









Jan 24, 2025

135787 WELLMADE DES:DIR DEP ID:682 INDN:NAN LIU CO

ID:XXXXX27403 PPD

\$1,988.45

\$2,038.57

Jan 21, 2025 - \$257.44

Jan 10, 2025

135787 WELLMADE DES:DIR DEP ID:682 INDN:NAN LIU CO

ID:XXXXX27403 PPD

\$1,988.45

\$1,992.56

Exhibit E

Wells Fargo Everyday Checking age 22 of 58
February 28, 2025 ■ Page 1 of 5



YIXIANG ZHANG

Questions?

Available by phone 24 hours a day, 7 days a week: We accept all relay calls, including 711

1-800-742-4932

En español: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (297)

P.O. Box 6995

Portland, OR 97228-6995

You and Wells Fargo

Thank you for being a loyal Wells Fargo customer. We value your trust in our company and look forward to continuing to serve you with your financial needs.

Other Wells Fargo Benefits

File your taxes early to help prevent identity theft

Early filing helps prevent someone else from filing taxes in your name. Find other tips at wellsfargo.com/spottaxscams

A new twist on romance scams

Scammers make friends with you on social media, then offer to show you how to invest in crypto. Watch for: Promises of big returns, help with downloading a crypto app, or requests to wire money.

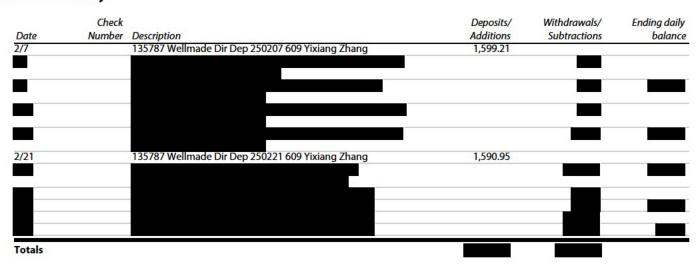
Statement period activity summary	Account number	(primary account)	
	YIXIANG ZHANG		
	Georgia account t	terms and conditions apply	
	For Direct Deposi		
	Routing Number	Routing Number (RTN): 061000227	



Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch.

Transaction history



The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, see the disclosures applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 02/01/2025 - 02/28/2025	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following each fee period		
Minimum daily balance	\$500.00	\$994.84 ••
 Total amount of qualifying electronic deposits 	\$500.00	\$3,190.16
Age of primary account owner	17 - 24	
 Account is linked to a Wells Fargo Campus ATM Card or Campus Debit Campus 	ard 1	0
RC/RC		

MINIOR ACCOUNT INFORMATION

NEW YORK CITY CUSTOMERS ONLY -- Pursuant to New York City regulations, we request that you contact us at 1-800-TO WELLS (1-800-869-3557) to share your language preference.

Other Wells Fargo Benefits

Case 25-58764-sms
February 28, 2025 ■ Page 3 of 5

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Help take control of your finances with a Wells Fargo personal loan.

Whether it's managing debt, making a large purchase, improving your home, or paying for unexpected expenses, a personal loan may be able to help. See personalized rates and payments in minutes with no impact to your credit score.

Get started at wellsfargo.com/personalloan.

Important Information You Should Know

To dispute or report inaccuracies in information we have furnished to a Consumer Reporting Agency about your accounts

Wells Fargo Bank, N.A. may furnish information about deposit accounts to Early Warning Services. You have the right to dispute the accuracy of information that we have furnished to a consumer reporting agency by writing to us at Overdraft Collection and Recovery, P.O. Box 5058, Portland, OR 97208-5058. Include with the dispute the following information as a vailable: Full name (First, Middle, Last), Complete address, The account number or other information to identify the account being disputed, Last four digits of your social security number, Date of Birth. Please describe the specific information that is inaccurate or in dispute and the basis for the dispute along with supporting documentation. If you believe the information furnished is the result of identity theft, please provide us with an identity theft report.

If your account has a negative balance:

Please note that an account overdraft that is not resolved 60 days from the date the account first became overdrawn will result in closure and charge off of your account. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. The dosure will be reported to Early Warning Services. We reserve the right to close and/or charge-off your account at an earlier date, as permitted by law. The laws of some states require us to inform you that this communication is an attempt to collect a debt and that any information obtained will be used for that purpose.

In case of errors or questions about your electronic transfers:

Telephone us at the number printed on the front of this statement or write us at Wells Fargo Bank, P.O. Box 6995, Portland, OR 97228-6995 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number (if any). 1.
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

In case of errors or questions about other transactions (that are not electronic transfers):

Promptly review your account statement within 30 days after we made it available to you, and notify us of any errors.

Early Pay Day information

With Early Pay Day, we may make funds from certain eligible direct deposits available for your use up to two days before we receive the funds from your payor. The Bank does not quarantee that any direct deposits will be made available before the date scheduled by the payor, and early availability of funds may vary between direct deposits from the same payor. When funds are made available early, this will be reflected in your account's available balance. Direct deposits made available early with Early Pay Day will not increase your account's ending daily balance, and will not count towards applicable options to avoid your account's monthly service fee, until the deposit posts to your account and is no longer pending (e.g., the pay date scheduled by your payor). Determinations about whether we will authorize and pay transactions and assess overdraft fees are based on an account's available balance. For example, using funds added to your available balance by Early Pay Day may lead to a negative ending daily balance showing on your account and statement while your available balance remains positive and no overdraft fees or returned items result. For interest-bearing accounts, interest on your incoming direct deposit will begin accruing on the business day we receive credit for the deposit from your payor's bank. For additional information about Early Pay Day, please refer to your Deposit Account Agreement.

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esc
WETTE
WELLS
FARGO

Account Balance Calculation Worksheet	Number	Items outstanding	Amount
1. Use the following worksheet to calculate your overall accoubalance.	int		
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 Use the chart to the right to list any deposits, transfers to yo account, outstanding checks, ATM withdrawals, ATM paymor any other withdrawals (including any from previous mor which are listed in your register but not shown on your statement. 	ents		
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ADD			
B. Any deposits listed in your segister or transfers into \$			
your account which are not \$			
shown on your statement. +\$ TOTAL \$			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)TOTAL \$			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above \$			
CALCULATE THE ENDING BALANCE (Part A + Part B - Part C) This amount should be the same			
as the current balance shown in your check register		Total \$	

To download and print additional Account Balance Calculation Worksheets (PDF), enter www.wellsfargo.com/balancemyaccount in your browser on either your computer or mobile device.



Exhibit F

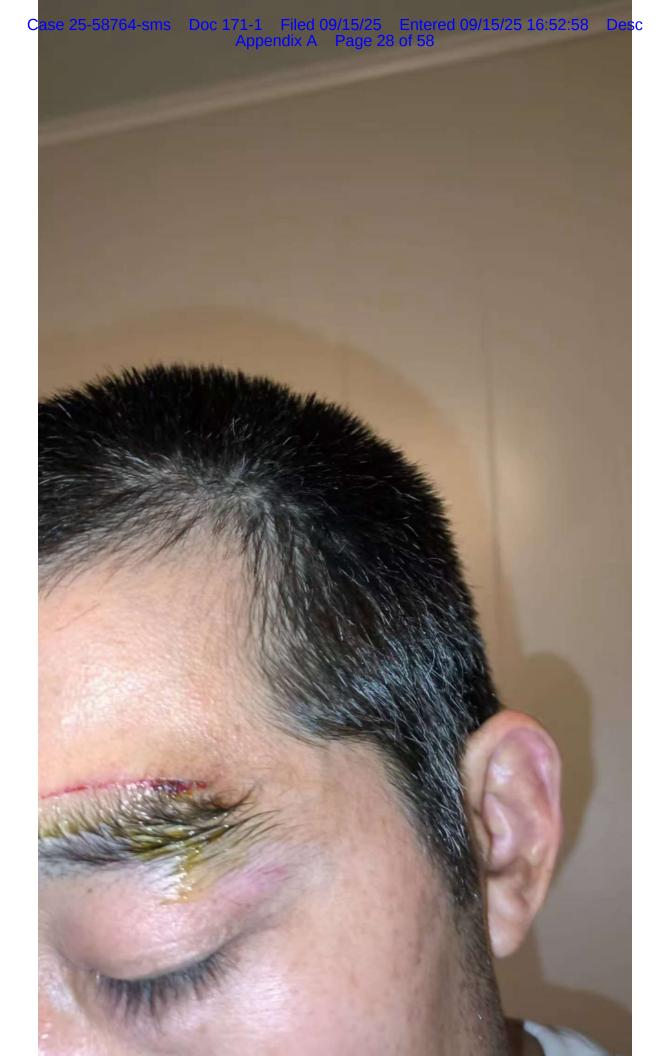


Exhibit G

BARTOW COUNTY SHERIFF'S OFFICE

FIELD CASE REPORT

CASE#2024-00015754

NARRATIVE

On 06/07/2024 I, Deputy Puckett, was dispatched to speak with Jiagen Yang in reference to his passport being stolen. On scene I spoke with Yang, whom does not speak English, with the help of Weiqing Li.

All of the statements referred to as Yang's were translated through Li.

Yang began to work at Wellmade Performance Flooring on January 18, 2024. Yang was asked to resign on 06/07/2024 at approximately 0730. Yang's boss, Morgan Chen, had physical possession of Yang's passport throughout his employment. Yang advised that, even after his employment was terminated, Chen kept possession of the passport.

I asked Yang why Chen had the passport to begin with. Yang told me Chen has actual physical possession of all of the Chinese employees passports. Yang went on to say that there are several undocumented workers that work at the plant as well.

I asked Yang if he asked for the passport back before leaving the property. Yang said he did not due to being afraid of his boss. Yang claimed the boss is a physically violent man and that is why he is scared of him.

Yang did provide me with a phone number for Chen. I attempted to contact Chen via phone two times with no success.

Nothing further at this time.

REPORTING OFFICER	DATE	REVIEWED BY	DATE
955 Puckett	6/7/2024	Evans, Carlos	06/08/2024

BARTOW COUNTY SHERIFF'S OFFICE

FIELD CASE REPORT

CASE#2024-00015754

NARRATIVE

On June 11, 2024, I was dispatched to 1 Wellmade Dr, Cartersville GA in reference to a follow-up on the original theft report.

Upon arrival, I met with Mr. Li and Mr. Yang. They were there to retrieve Mr. Yang's passport which was being held by Mr. Yang's former boss. Mr Li stayed off the property and Mr. Yang and I went to the lobby of the business. There we spoke with Walesta White who was an HR employee for Wellmade. I informed her we were there to get Mr. Yang's passport. She seemed confused by this and I told her that Mr. Yang had reported to us that the company was holding his passport along with several other Chinese employee's passports. Her original statement was that they had better not be, And then she went to get the passport.

When Walesta returned she had Mr. Yang's passport and explained that Mr. Yang was living in company housing and that apparently the company holds onto the passports of their workers for safekeeping. She said they do this because there are so many people living in one house and it prevents theft. She said the company had been trying to contact Mr. Yang to give him his passport but he had ignored them and made threats to another employee. She said she couldn't confirm the threats because she does not speak Chinese. She returned the passport to Mr. Yang and asked if he needed anything else. He said he needed to get a few things from the house.

We then relocated to the company house and retrieved the last of Mr. Yang's property. This case is being left active due to the suspicious nature of the call and because it is unclear if the company gave the passport back willingly or because I was there.

A/V 949 BW

Nothing further at this time.

REPORTING OFFICER	DATE	REVIEWED BY	DATE
949 Evans	6/7/2024	Bowden, Blake	06/11/2024

Exhibit H

Wellmade® PERFORMANCE FLOORING

江苏源美竹木业有限责任公司考勤表

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CERTIFICATE OF TRANSLATION

I, Angie Liao, certify that I am fluent in Chinese and English and am competent and qualified to translate from Chinese to English and vice versa. I further certify that the attached translation is true and accurate to the best of my abilities.

Angie Liao

Aaron Halegua, PLLC 524 Broadway, Fl. 11

New York, NY 10012

Telephone: (347) 378-9803

Exhibit I



Exhibit J

1. Shunkui Wang



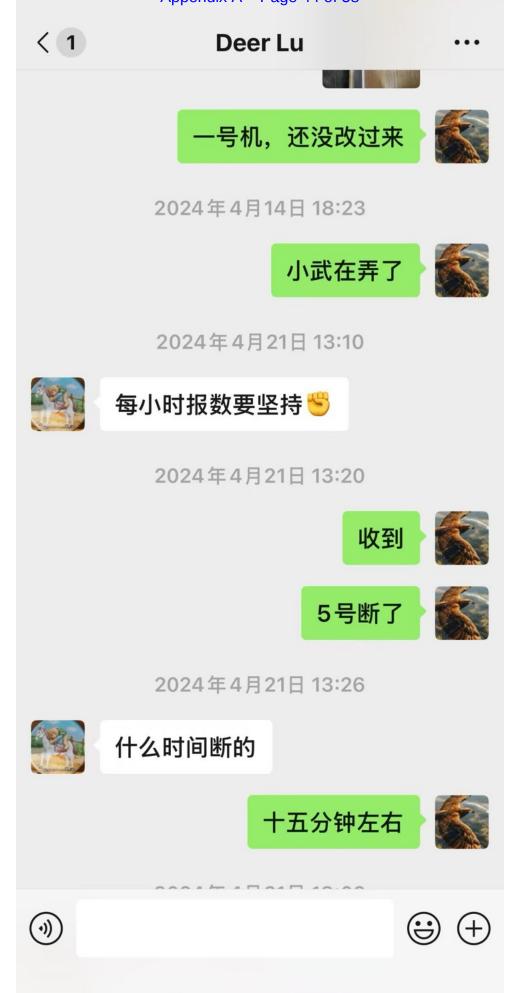
2. Jinchao Si

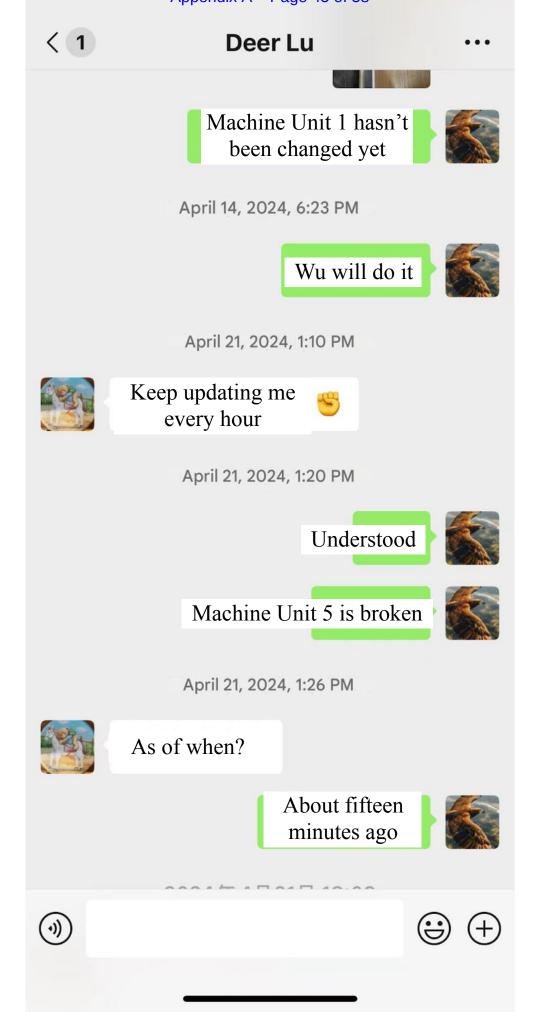


Exhibit K



Exhibit L





CERTIFICATE OF TRANSLATION

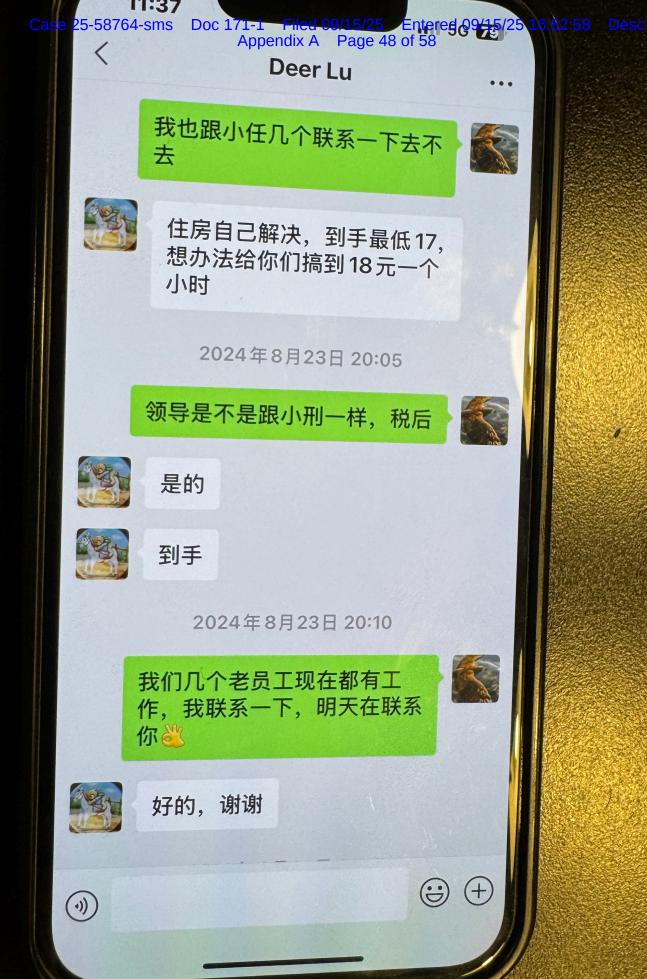
I, Angie Liao, certify that I am fluent in Chinese and English and am competent and qualified to translate from Chinese to English and vice versa. I further certify that the attached translation is true and accurate to the best of my abilities.

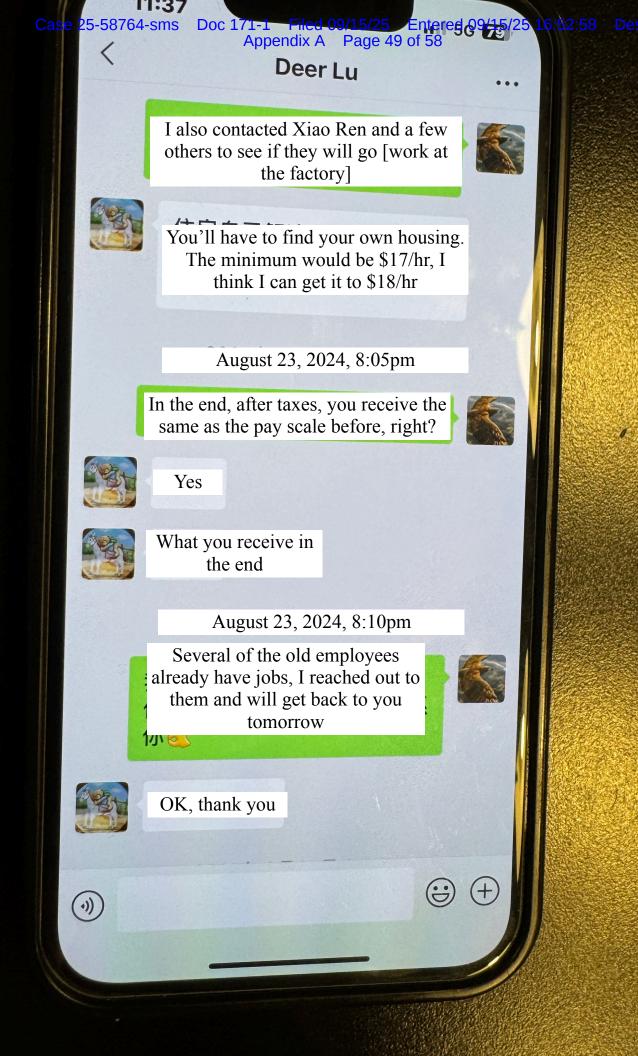
Angie Liao

Aaron Halegua, PLLC 524 Broadway, Fl. 11

New York, NY 10012 Telephone: (347) 378-9803

Exhibit M





CERTIFICATE OF TRANSLATION

I, Angie Liao, certify that I am fluent in Chinese and English and am competent and qualified to translate from Chinese to English and vice versa. I further certify that the attached translation is true and accurate to the best of my abilities.

Angie Liao

Aaron Halegua, PLLC 524 Broadway, Fl. 11

New York, NY 10012

Telephone: (347) 378-9803

Exhibit N

After the South Carolina district court noticing procedure is concluded, claimants are required to file proofs of claim (subject to any objections) in this bankruptcy case in order to hold the bankruptcy estate liable.

The relief described hereinbelow is SO ORDERED.

Signed October 17, 2016.



Ronald B. King

Chief United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION

		§	Chapter 11
In re:		§ §	Case No. 16-50557-RBK
BUFFETS, LLC, et al.		§ §	Cuse 140. 10 30337 RBIA
	Debtors.	§	Jointly Administered

ORDER PURSUANT TO 11 U.S.C. § 362(d) MODIFYING THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. § 362(a)

Upon the motion of Movants Lynn Walter, Lynn Brown, and Kathlene Abston, individually and on behalf of all others similarly situated ("Movants") for an order, pursuant to 11 U.S.C.§ 362(d), modifying the automatic stay in effect in this case under 11 U.S.C.§ 362(a) to permit Movants to enforce the notice order in a pending civil action in the United States District Court of South Carolina Civil Action No. 6:13-cv-02995-JMC, against the Debtor

Buffets, Inc. d/b/a Ovation Brands ("Debtor"), and there being due and sufficient notice of the Motion; and there being no objections to the requested relief; and, after due deliberation, good and sufficient cause appearing, it is hereby

ORDERED, that the Motion is granted as provided herein; and it is further ORDERED, that the automatic stay under 11 U.S.C. § 362(a) is modified pursuant to 11 U.S.C. § 362(d) solely to permit Movants to enforce the United States District Court of South Carolina's orders allowing notice to issue to the FLSA class (ECF No. 127 and 157).

###

Prepared and submitted by:

Michael J.D. Sweeney, (*Pro Hac Vice*) New York State Bar No. 2954923 Getman & Sweeney, PLLC 9 Paradies Lane New Paltz, NY 12561 Tel. 845-255-9370 Fax 845-255-8649

COUNSEL FOR MOVANTS

NOTICE OF YOUR RIGHT TO "OPT-IN" TO LAWSUIT AGAINST BUFFETS, INC.,

[Date of Mailing]

Dear current or former Server for a Buffets, Inc. Restaurant including HomeTown Buffet, Ryan's, Old Country Buffet, Fire Mountain, and Country Buffet:

Enclosed is a Consent form allowing you to join a lawsuit that has been filed on behalf of Servers who have worked for Buffets, Inc., also known as Ovation Brands.

What this lawsuit is about:

This lawsuit claims that Buffets, Inc. improperly paid Servers less than the full minimum wage for time spent doing non-tip-producing work and that Buffets, Inc. did not pay Servers for all the hours that they worked in violation of the federal Fair Labor Standards Act ("FLSA").

Buffets Inc. denies the claims brought against it.

Purpose of this Notice:

You are receiving this Notice because you work (or have worked) for Buffets, Inc., also known as Ovation Brands, as a server between July 18, 2012 and the present date and are (or were) a tipped employee earning a sub-minimum, tip-credit wage. The purpose of this Notice is (1) to inform you of the existence of a lawsuit; (2) to advise you of how your rights may be affected by this lawsuit; and (3) to instruct you on the procedure for joining this lawsuit, should you choose to do so.

Although the U.S. Bankruptcy Court for the Western District of Texas, San Antonio Division has authorized the sending of this Notice, the Court expresses no opinion regarding the merits of the claims.

Who can join this lawsuit:

If you are a current or former Server who worked at a Buffets, Inc. restaurant since July 18, 2012 as a tipped employee earning a sub-minimum, tip-credit wage and (1) performed non-tip-producing duties totaling 20 percent or more of your time worked for which you were not paid the standard, non-tip-credit minimum wage and/or (2) performed work duties off-the-clock for which you were not paid, you have the right to join, or "opt-in" to, this lawsuit.

If you opt-in to the lawsuit, you may be required to participate in discovery and you will be bound by any ruling or settlement in this case whether favorable or unfavorable. If you do not opt-into the lawsuit, you retain the right to bring a separate lawsuit but the statute of limitations will continue running on your claims until vou do so.

No retaliation:

The law prohibits retaliation against employees for exercising their rights under the FLSA. Therefore, you may not be discharged or subjected to discrimination in any manner because of your exercise of rights under the FLSA, including by joining this lawsuit.

How to join:

To join the case and be represented by the lawyers who are handling this case, you must fill out and return the enclosed Consent Form to:

> Getman & Sweeney 9 Paradies Lane New Paltz, NY 12561 Tel: (845) 255-9370

Fax: (845) 255-8649

Email: jsherwood@getmansweeney.com

no later than [30 days for Notice Mailing]. The Servers in this case are also being represented by The Law Firm of David A. Young, LLC, The Hoyt Block Building, 700 West St. Clair Avenue, Suite 316, Cleveland, OH 44113 (www.davidyounglaw.com). You have a right to seek different counsel.

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Walter et al., v. Buffets, Inc.

In re: Buffets, LLC, et al., Case No. 16-50557-RBK, U.S. Bankruptcy Court for the Western District of Texas, San Antonio Division

CONSENT TO JOIN COLLECTIVE ACTION

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

- 1. I consent and agree to pursue my claims arising out my employment since July 18, 2012. as a Server in a Buffets, Inc. restaurant, including HomeTown Buffet, Ryan's, Old Country Buffet, Fire Mountain, and Country Buffet in connection with the above-referenced lawsuit.
- 2. As a Server, I worked as a tipped employee earning a sub-minimum, tip credit wage and (1) performed non-tip-producing duties totaling 20 percent or more of my time for which I was not paid the standard, non-tip-credit minimum wage and/or (2) performed work duties off-the-clock for which I was not paid.
- 3. I understand that this lawsuit is brought under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq*. I hereby consent, agree, and "opt in" to become a plaintiff herein and to be bound by any judgment by the Bankruptcy Court or any settlement of this action.
- 4. I hereby designate Michael Sweeney of Getman & Sweeney, 9 Paradies Lane, New Paltz, NY 12561, and David A. Young of the Law Firm Of David A. Young, LLC, The Hoyt Block Building, 700 West St. Clair Avenue, Suite 316, Cleveland, OH 44113 (Plaintiffs' Counsel), to represent me for all purposes in this action.
- 5. I also designate the named plaintiffs in this action, the collective action representatives, as my agents to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiffs' Counsel concerning attorneys' fees and costs (with the understanding that Plaintiffs' Counsel are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys' fees), and all other matters pertaining to this lawsuit.

Dated:	Address:
Signature:	City, State:
Name:	Zip code:
Email:	Phone:

To join this suit, you must complete and return this form by mail, email, or fax by [30 days from Notice Mailing] to:

Getman & Sweeney, 9 Paradies Lane, New Paltz, NY 12561, Tel: (845) 255-9370 Fax: (845) 255-8649, Email: jsherwood@getmansweeney.com.

This Consent to Sue is not valid or effective until you have received a receipt from Plaintiffs' Counsel indicating that it has been filed. If you have not received a receipt within 3 weeks from your transmission of the form to us, you must contact us.

Exhibit O

The relief described hereinbelow is SO ORDERED.

Signed February 28, 2017.



Ronald B. King

Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF TEXAS

In re: Chapter 11

Buffets LLC, et al Case No. 16-50557

Debtors. (Jointly Administered)

Debtors' Proposed Hearing: February 14, 2017, at 2:00 p.m.

ORDER ON FLSA CREDITORS' EMERGENCY MOTION TO COMPEL DEBTORS TO MAIL FLSA NOTICE TO CURRENT CLASS MEMBER ADDRESSES AND TO ALL MEMBERS OF THE CLASS

Debtors shall provide a list of the last known address and the dates of employment of all persons who were hired to work for Buffets, Inc., also known as Ovation Brands, and its successors, as servers after March 6, 2016. The list shall be delivered in a manipulable format that allows for effective and efficient Notice such as Microsoft Excel or .csv (the "Class List") to Plaintiffs' counsel by noon tomorrow, February 28, 2017, for delivery to Donlin Recano. Donlin Recano shall run the list through the U.S. Post Office's National Change of Address database (NCOA) and then mail Notice to the people on the list as directed by the Court's prior Order,

Dkt 2126, using any updated information from the NCOA. Donlin Recano shall mail Notice as soon as practicable.

Dated this 27th day of February, 2017.

Respectfully submitted,

Getman, Sweeney & Dunn, PLLC 9 Paradies Lane New Paltz, NY 12561 Tel. 845-255-9370 Fax 845-255-8649

By: /s/ Michael J.D. Sweeney

Michael J.D. Sweeney State Bar No. 2954923

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

In re:

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

Debtors.

Chapter 11

Case No. 25-58764

(Jointly Administered)

DECLARATION OF YUCONG LIU

I, YUCONG LIU, hereby declare:

- 1. I am a named Plaintiff in the case *Liu, et al. v. Wellmade Industries Mfr. N.A. LLC, et al.*, Case No. 4:25-cv-001340-WMR, pending before the U.S. District Court for the Northern District of Georgia (the "District Court Litigation").
- 2. The Debtors in this bankruptcy proceeding, Wellmade Industries Mfr. N.A. LLC and Wellmade Floor Coverings International, Inc. (together, "Wellmade"), are named Defendants in the District Court Litigation.
- 3. I was employed by Debtors at their factory in Cartersville, Georgia (the "Cartersville Facility") from on or around March 1, 2022 until on or around August 21, 2024.
- 4. While I worked at Wellmade, there were usually dozens of individuals from China, like me and the other named Plaintiffs, for whom Wellmade had arranged visas so they could work a the Cartersville Facility (the "Visa Workers").
- 5. Additionally, there were Chinese and Latino workers who had been recruited by labor agencies to work at the Cartersville Facility (the "Agency Workers").
- 6. While I was at Wellmade, the Debtors' owners and managers, such as George Chen, Morgan Chen, and Jianjun Lu—all of whom were arrested—controlled all aspects of my and other

Visa Workers' employment. For instance, those individuals confiscated our passports, set our work hours, called us in to work extra hours or shifts, determined our pay rates and how we were paid, had power to hire and fire us, arranged our housing and deducted money from us for that housing, managed payroll, and provided (or did not provide) necessary personal protective equipment ("PPE") for our work.

- 7. Wellmade gave me a company email address: YuCongL@wellmademfr.com.
- 8. Wellmade managers and supervisors, such as Jianjun Lu, also directed and controlled the work of the Agency Workers, such as setting their schedules and telling them what work to perform at the Cartersville Facility.
- 9. Wellmade used a facial recognition system and fingerprint system for both Visa Workers and Agency Workers to control their access to the Cartersville Facility and record time worked.
- 10. I am aware that both Visa Workers and Agency Workers worked far more than 40 hours per week at the Cartersville Facility, and typically at least 72 hours per week.
- 11. I know that both Visa Workers and Agency Workers suffered injuries at the Cartersville Facility.
- 12. During my employment at the Cartersville Facility, I communicated with Wellmade's managers and supervisors, as well as my coworkers, almost exclusively through WeChat, a Chinese social media application. All of these communications were in Chinese.
- 13. Wellmade established chat groups on WeChat that included managers/supervisors and factory workers to discuss work matters.

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14. Exhibit A is a screenshot of some of the messages exchanged in the WeChat group titled

"Workshop 2" while I worked at the Cartersville Facility. As can be seen, George Chen and Allen

Chen, Wellmade owners, were part of that WeChat group and sent directions and feedback to me

and other workers. These communications were all in Chinese.

15. Exhibit B is a screenshot of some of the messages exchanged in the WeChat group titled

"Living in the United States Group." As can be seen, George Chen was part of that WeChat group

and sent directions and updates to me and other workers. These communications were all in

Chinese.

16. I am aware that both Chinese and Latino Agency Workers also used WeChat to

communicate with Wellmade employees and managers.

17. I am unable to read or understand English. I do not read any English-language newspapers

or English-language websites.

18. The above declaration was translated for me from English into Mandarin Chinese on

September 14, 2025.

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

Cartersville, Georgia on the 14th day of September, 2025.

/s/ Yucong Liu

Yucong Liu

3

CERTIFICATE OF TRANSLATION

I, Aaron Halegua, certify that I am fluent in Chinese and English and am competent and qualified to translate from Chinese to English and vice versa. I further certify that on September 14, 2025, I orally translated this declaration from English to Mandarin Chinese for Yucong Liu and that the translation was true and accurate to the best of my abilities.

Aaron Halegua

Aaron Halegua, PLLC

524 Broadway, Fl. 11

New York, NY 10012

Telephone: (646) 854-9061

Aaron Halegua

Exhibit A

二车间WORKSHOP2(20) A <

2022年3月5日 晚上18:19

"George Chen"邀请你和"Shenghong Qiu、家好月圆、 乘醉听箫鼓、Iris.C、落叶归根、YY、老王、斌、郑小 波"加入了群聊



George Chen

各位,这个群专门沟通,落实二车 间的工作



George Chen

周一开始上两个班,白班早上七点 到下午五点。夜班下午五点到凌晨 三点。

2022年3月5日 晚上18:36

"George Chen"邀请"坤宁之主、程海龙"加入了群聊

"程海龙"与群里其他人都不是微信朋友关系,请注意隐 私安全

2022年3月5日 晚上18:44

3月5号白班产值: 33托:1650箱 设备线上余:45箱



2022年3月5日 晚上18:52



George Chen

无法在已退出的群聊中发送消息(!)

< 二车间WORKSHOP2(20) △ </p>

2022年11月15日 晚上19:05



群聊"二车间"的郑小波



2022年11月15日 晚上19:44



George Chen

郑晓波,没有达标



George Chen

你要继续努力

2022年11月15日 晚上20:15



Allen摩根老爸

每天这些rework 的报告 要提交给仓库 统计 小陈 最终要提交给Supply Chain 这样他们才能提供可以卖的准确的数量给我们的客户。Thank you all!

2022年11月15日 晚上20:32



Iris.C

无法在已退出的群聊中发送消息()



. . .

March 5, 2022, 6:19 PM

"George Chen" invited you and "Shenghong Qiu, Jia Hao Yue Yuan, Cheng Zui Ting Xiao Gu, Iris.C, Luo Ye Gui Gen, YY, Lao Wang, Bin, Zheng Xiaobo" to join the group chat



<

George Chen

Hello everyone, this group is dedicated to communication and planning of work for Workshop 2



George Chen

Starting Monday, there will be two shifts. The day shift will be from 7am to 5pm. The night shift will be from 5pm to 3am.

March 5, 2022, 6:36 PM

"George Chen" invited "Lord of Kunning, Cheng Hailong" to join the group chat

"Cheng Hailong" is not a WeChat friend of anyone else in the group, please pay attention to privacy and security

March 5, 2022, 6:44 PM

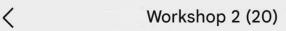
Update on output of the March 5 day shift: 33 pallets, 1,650 boxes Boxes remaining to be produced: 45



March 5, 2022, 6:52 PM



George Chen





. . .

November 15, 2022, 7:05 PM



Zheng Xiaobo in the group chat "Workshop 2"



November 15, 2022, 7:44 PM



George Chen

Xiaobo Zheng, you did not meet the standards



George Chen

You must work harder

November 15, 2022, 8:15 PM



Allen Morgan Dad

These "rework" reports [quota updates] are submitted daily to Xiao Chen in the warehouse statistics department, and ultimately to Supply Chain so they can provide our customers with accurate sales quantities.

Thank you, all!

November 15, 2022, 8:32 PM



Iris.C

CERTIFICATE OF TRANSLATION

I, Angie Liao, certify that I am fluent in Chinese and English and am competent and qualified to translate from Chinese to English and vice versa. I further certify that the attached translation is true and accurate to the best of my abilities.

Angie Liao

Aaron Halegua, PLLC 524 Broadway, Fl. 11

New York, NY 10012

Telephone: (347) 378-9803

Exhibit B

く 在美人员生活群 (23) 🗎

2022年3月11日 上午10:04



George Chen

各位, 仇园, 孙红蓝, 美国工厂是 是全厂禁烟的。多次强调了。请各 位自觉遵守。

"George Chen" 撤回了一条消息

"George Chen" 撤回了一条消息



George Chen

请仇园制定一个制度,大家执行



George Chen

孙红蓝兑现



George Chen

上次有人从新加坡中转赴美,在新加坡吸烟,被罚款500美金。

2022年3月11日 上午10:09



George Chen

这里州法律也是禁止在公共场所吸烟的。马上来新的厂长。一旦他认真起来,就不好办了

2022年3月12日 上午07:31

无法在已退出的群聊中发送消息()

Living in the United States Group



• • •

March 11, 2022, 10:04 AM



<

George Chen

Everyone — Qiu Yuan, Sun Honglan — smoking is strictly prohibited in our US factory. We have emphasized this many times. Please comply with this policy.

"George Chen" retracted a message

"George Chen" retracted a message



George Chen

Qiu Yuan, please create a formal policy. Everyone must follow it.



George Chen

Sun Honglan, follow through on what you agreed to do



George Chen

A person was fined \$500 for smoking in Singapore while transiting through Singapore to the U.S.

March 11, 2022, 10:09 AM



George Chen

State law here also prohibits smoking in public places. A new factory manager is coming soon. He will get serious about enforcing this, and things will only get more difficult.

March 12, 2022, 7:31 AM

CERTIFICATE OF TRANSLATION

I, Angie Liao, certify that I am fluent in Chinese and English and am competent and qualified to translate from Chinese to English and vice versa. I further certify that the attached translation is true and accurate to the best of my abilities.

Angie Liao

Aaron Halegua, PLLC 524 Broadway, Fl. 11

New York, NY 10012

Telephone: (347) 378-9803

UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF GEORGIA ROME DIVISION

YU CONG LIU, YIXIANG ZHANG, and CAN GEN HAN, individually and on behalf of all others similarly situated,	Civil Action No.
Plaintiffs,	;
v.	Class and Collective Action Complaint
WELLMADE INDUSTRIES MFR. N.A. LLC;	! * !
WELLMADE FLOOR COVERINGS	ı
INTERNATIONAL, INC.; ZHU CHEN	JURY DEMAND
a/k/a GEORGE CHEN; JIAYI CHEN a/k/a	I
MORGAN CHEN; JIAN JUN LU; and MING	!
CHEN a/k/a ALLEN CHEN,	! !
	ı
Defendants.	I

CLASS AND COLLECTIVE ACTION COMPLAINT

RADFORD SCOTT LLP 125 Clairemont Ave., Suite 380 Decatur, Georgia 30030 AARON HALEGUA, PLLC 524 Broadway, 11th Floor New York, New York 10012

Attorneys for Plaintiffs

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I. INTRODUCTION

- 1. Plaintiffs are a group of Chinese nationals who were brought to work at a flooring manufacturing factory in Cartersville, Georgia (the "Cartersville Facility"), where they and dozens of other immigrant workers were exploited, underpaid, and subjected to forced labor.
- 2. Brothers Zhu "George" Chen and Ming "Allen" Chen own and operate Oregon-based Wellmade Floor Coverings International, Inc. ("Wellmade International") and its Georgia-based affiliate, Wellmade Industries MFR. N.A. LLC ("Wellmade NA") (collectively, "the Wellmade Defendants"). Defendant Allen Chen's son, Jiayi "Morgan" Chen, holds an executive role with the Wellmade Defendants. Jian Jun Lu, a Vice President/General Manager, also played a central role in running Wellmade NA's operations. These individuals and entities are collectively referred to herein as "Defendants."
- 3. Plaintiffs were recruited in China for supposed supervisory or trainer roles with promises of free housing and medical care, good working conditions, and help obtaining long-term visas. However, after arriving in the United States, they faced a very different reality.
- 4. Once in Georgia, Plaintiffs and similarly situated workers were expected to work at the Cartersville Facility six days each week for twelve hours each day for a fixed salary. If they worked more than twelve hours per day, there was no extra pay. When Defendant George Chen compelled Plaintiffs to perform

chores at his house on their day off, they received no extra pay. If forced to work an additional twelve-hour shift on their rest day, they only received a small additional payment. Despite regularly working over seventy-two hours per week, Plaintiffs never received the overtime premiums required under U.S. law for all hours beyond forty. Moreover, despite their promises of free housing, Defendants made deductions from Plaintiffs' wages for rent and utilities. Defendants also subjected Plaintiffs to unsafe working conditions and provided inadequate personal protective equipment ("PPE"), resulting in Plaintiffs suffering burns, respiratory problems from the dust and debris in the factory, and other injuries.

5. While Plaintiffs all considered leaving this abusive employment environment, Defendants used a series of threats and other tactics to keep them working. Defendants confiscated Plaintiffs' passports after they arrived in the United States and denied requests that they be returned. Defendants instructed Plaintiffs not to leave the factory or their homes. Defendants threatened that if Plaintiffs did not work the full length of their contracts, then they would be required to pay a large financial penalty—up to \$30,000—to Defendants. Defendants also intimidated Plaintiffs through threats of physical harm, including by making Plaintiffs aware that Defendants George and Morgan owned and carried handguns. Plaintiffs were only liberated from this forced labor situation when they either sneaked away in the middle of the night or when state and federal law enforcement agents raided the Cartersville Facility.

6. Based on Defendants' exploitative and illegal conduct, Plaintiffs, on behalf of themselves and similarly situated workers, now bring claims under the Trafficking Victims Protection Act ("TVPA"), the Fair Labor Standards Act ("FLSA"), and the Georgia Racketeer Influenced and Corrupt Organizations Act ("RICO"), as well as claims for unjust enrichment and *quantum meruit*.

II. JURISDICTION AND VENUE

- 7. This Court has subject matter jurisdiction over the federal claims in this case pursuant to 28 U.S.C. § 1331.
- 8. Pursuant to 28 U.S.C. § 1367, the Court has supplemental jurisdiction over Plaintiffs' state law claims because they are part of the same case or controversy as their federal claims.
- 9. The Court has personal jurisdiction over Defendants because they reside in and/or conduct systematic and continuous activity in this District, including activity giving rise to Plaintiffs' and other similarly situated workers' causes of action.
- 10. Venue is proper in this district and division, as all Defendants are residents of this state and district and/or the wrongs giving rise to Plaintiffs' claims took place herein.

III. PARTIES

A. Plaintiffs

- 11. Plaintiff Yu Cong Liu arrived in the United States from China and began working for Defendants at the Cartersville Facility on or around March 1, 2022, and continued working there until on or around August 21, 2024.
 - 12. Plaintiff Liu arrived on a B-1 visa.
- 13. Plaintiff Liu's duties at the Cartersville Facility primarily involved electrician work, machine repair, and machine maintenance.
- 14. Plaintiff Liu currently resides in the Rome Division of the Northern District of Georgia.
- 15. Plaintiff Yixiang Zhang arrived in the United States from China and began working for Defendants at the Cartersville Facility in or around November 2023, and continued working there until March 26, 2025.
 - 16. Plaintiff Zhang arrived on an L-1 visa.
- 17. Plaintiff Zhang's duties at the Cartersville Facility primarily involved working as a machine operator.
- 18. Plaintiff Zhang currently resides in the Rome Division of the Northern District of Georgia.
- 19. Plaintiff Can Gen Han arrived in the United States from China and began working for Defendants at the Cartersville Facility on or around January 18, 2024, and continued working there until March 26, 2025.

- 20. Plaintiff Han arrived on an L-1 visa.
- 21. Plaintiff Han's duties at the Cartersville Facility primarily involved working as a machine operator.
- 22. Plaintiff Han currently resides in the Rome Division of the Northern District of Georgia.
- 23. At all relevant times, each Plaintiff was a "person" with standing to sue within the meaning of the Georgia Racketeer Influenced and Corrupt Organizations Act ("RICO"), O.C.G.A. § 16-14-6(b).
- 24. At all relevant times, each Plaintiff was an "individual who [was] a victim" of a violation of Article 18, Chapter 77 of the United States Code and therefore has standing to sue under the civil remedies provision of the Trafficking Victims Protection Act ("TVPA"), 18 U.S.C. § 1595.
- 25. At all relevant times, each Plaintiff and each individual who files a written consent, pursuant to 29 U.S.C. § 216(b), to become a party for claims under the Fair Labor Standards Act ("FLSA") was an "employee" of Defendants within the meaning of the FLSA, 29 U.S.C. § 203(e)(1).

B. Defendants

26. Defendant Wellmade International is a domestic business corporation organized under the laws of Oregon with its principal place of business at 19150 SW 125th Ct., Tualatin, OR 97062.

- 27. Defendant Wellmade International may be served with the summons and complaint through its Registered Agent Ming Chen at 19150 SW 125th Ct., Tualatin, OR 97062.
- 28. Defendant Wellmade International regularly conducts business in the Rome Division of the Northern District of Georgia.
- 29. Defendant Wellmade NA is a limited liability company organized under the laws of Georgia with its principal place of business at 1 Wellmade Drive NE, Cartersville, GA 30121.
- 30. Defendant Wellmade NA may be served with the summons and complaint through its Registered Agent Zhu Chen at 1 Wellmade Drive NE, Cartersville, GA 30121.
- 31. Defendant Wellmade NA regularly conducts business in the Rome Division of the Northern District of Georgia.
- 32. Defendant Wellmade International is the parent company of Defendant Wellmade NA.
- 33. Plaintiffs will refer to Defendants Wellmade International and Wellmade NA collectively as the "Wellmade Defendants" in this Complaint.
- 34. Defendant Zhu Chen is one of the owners and operators of Defendants Wellmade International and Wellmade NA. He is also the Secretary of Defendant Wellmade International.
 - 35. Defendant Zhu Chen is known as George Chen in the United States.

- 36. Plaintiffs will refer to Zhu Chen a/k/a George Chen as "George" in this Complaint.
- 37. Defendant George resides and regularly conducts business in the Rome Division of the Northern District of Georgia .
- 38. Defendant George was responsible for recruiting and hiring Plaintiffs to work at the Cartersville Facility, and he directly communicated with and interviewed many prospective employees while they were still in China.
- 39. Defendant George executed immigration forms on behalf of the Wellmade Defendants related to obtaining visas for employees from China to come work at the Cartersville Facility.
- 40. Defendant George frequently told employees at the Cartersville Facility that he could fire anyone he wanted.
- 41. On information and belief, Defendant George also set the rate of pay for Plaintiffs and other employees.
- 42. At the Cartersville Facility, Defendant George directed the day-to-day work of employees. He regularly issued reprimands using threatening language or used other aggressive disciplinary measures when he was dissatisfied with employees' performance.
- 43. When employees called out sick or refused overtime assignments, Defendant George contacted them directly to insist that they report to work.

- 44. Defendant George regularly instructed employees, including Plaintiffs Liu and Han, to perform personal tasks for him at his residence, such as: building a fence around the property, installing fitness equipment in the basesment, installing surveillance cameras, putting down flooring in the house, washing his car, and constructing dog cages. Defendants did not pay Plaintiffs any additional compensation for this work; although Defendant George occasionally gave them a few cartons of cigarettes.
- 45. Defendant George made major decisions about Wellmade NA's operations and expenditures. For example, he decided in or around September 2024 that Wellmade NA would cease managing transportation of employees between company housing and the Cartersville Facility, and instructed certain employees to purchase vehicles with their own money and use those vehicles to help drive their coworkers to work.
- 46. Defendant Jiayi Chen was an executive and manager for the Wellmade Defendants.
- 47. Defendant Jiayi Chen is Defendant George's nephew, and the two shared the same residence in Cartersville.
 - 48. Defendant Jiayi Chen is known as Morgan Chen in the United States.
- 49. Plaintiffs will refer to Jiayi Chen a/k/a Morgan Chen as "Morgan" in this Complaint.

- 50. Defendant Morgan resides and regularly conducts business in the Rome Division of the Northern District of Georgia.
- 51. Defendant Morgan often met employees, including Plaintiffs, at the airport when they arrived from China, took possession of their passports, and transported them to company housing.
- 52. Defendant Morgan contacted employees, including Plaintiff Liu, on their days off to order them to report to work, and would drive to their houses to pick them up to ensure that they came in for these overtime hours.
- 53. Defendant Jian Jun Lu was the General Manager at Wellmade NA's Cartersville Facility.
- 54. Defendant Lu resides and/or regularly conducts business in the Rome Division of the Northern District of Georgia.
- 55. Defendant Lu was the day-to-day supervisor of Plaintiffs at the Cartersville Facility, where he organized the assignment of work and frequently criticized Plaintiffs' work.
- 56. Defendant Lu participated in demanding that employees surrender their passports to the Wellmade Defendants.
- 57. When Plaintiffs were injured on the factory floor or became sick, they would report this first to Defendant Lu, who would either order them to return to work or grant them only a short time to recover.

- 58. On information and belief, Defendant Lu seldom permitted employees to receive medical treatment, regardless of how severe the injury or illness.
- 59. Defendant Lu conducted performance evaluations of employees that impacted their compensation.
- 60. Defendant Lu reassigned employees to tasks outside their regular job duties, such as directing them to perform repairs on dangerous machines that lacked proper safety guards and to clean up dust around the factory.
- 61. Defendant Ming Chen is a joint owner of Wellmade International and Wellmade NA. He is also President of Wellmade International.
 - 62. Defendant Ming Chen is known as Allen Chen in the United States.
- 63. Plaintiffs will refer to Ming Chen a/k/a/ Allen Chen as "Allen" in this Complaint.
- 64. Defendant Allen is Defendant George's brother and Defendant Morgan's father.
- 65. Defendant Allen oversaw all aspects of those companies and their operations with Defendant George.
- 66. Defendant Allen resides and/or regularly conducts business in the Rome Division of the Northern District of Georgia.
- 67. Defendant Allen was regularly present at the Cartersville Facility, where he would oversee operations and meet with customers or clients.

- 68. Defendant Allen participated in group chats on WeChat for Cartersville Facility managers and supervisors, including conversations about serious injuries at the factory not being reported.
- 69. When Defendant Allen was at the Cartersville Facility, he directed maintenance technicians, including Plaintiff Liu, to fix certain machines.
- 70. When Defendant George returned to China or was otherwise away, Defendant Allen would be in charge at the Cartersville Facility.
- 71. On information and belief, Defendant Allen also assumed primary responsibility for the Cartersville Facility following Defendant George's arrest.
- 72. At all relevant times, each Defendant was a "person" within the meaning of RICO, in that each Defendant is an individual or an entity capable of holding a legal or beneficial interest in property. O.C.G.A. § 16-14-4.
- 73. At all relevant times, Defendants suffered or permitted Plaintiffs to work within the meaning of 29 U.S.C. §203(e)(l).
- 74. At all relevant times, Plaintiffs were employed by Defendants within the meaning of 29 U.S.C. §203(g).
- 75. At all relevant times, each Defendant was an "employer" of Plaintiffs, either individually or as a joint employer, within the meaning of the FLSA, 29 U.S.C. § 203(d).

- 76. Defendants directly or indirectly hired Plaintiffs, controlled their work schedules and conditions of employment, and determined the rate and payment of wages.
- 77. At all relevant times, Defendants comprised an integrated enterprise within the meaning of 29 U.S.C. §203(r)(1).
- 78. At all relevant times, Defendants were an enterprise engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. §203(s)(l).
- 79. Defendants' employees routinely handled and worked on construction materials that were imported to Georgia from other countries—including materials from China, such as many of the machines in the factory and chemicals applied to the Wellmade Defendants' products.
- 80. Defendants had a gross volume of sales made or business done of not less than \$500,000 per year during the relevant period. For instance, a visa application submitted by the Wellmade Defendants in 2024 listed their revenue as over \$100 million.
- 81. Defendants were in a "venture" together within the meaning of the TVPA, 18 U.S.C. § 1595(a).
- 82. At all relevant times, each Defendant was a "perpetrator" of one or more violations of the TVPA, and each Defendant knowingly benefited, financially or by receiving anything of value, from participation in the venture they knew or

should have known had engaged in violations of 18 U.S.C. §§ 1589, 1590, 1592, and 1597(a)(3).

IV. THE RICO ENTERPRISES AND CONTROL OF PROPERTY

- 83. All Defendants are an "enterprise" within the meaning of RICO ("RICO Enterpise I") in that they are an association or group of individuals associated in fact though not a legal enterprise. O.C.G.A. § 16-14-3(3).
 - 84. All Defendants are associated with RICO Enterprise I.
- 85. Defendant Wellmade International, the Wellmade Defendants' immigration attorneys, and U.S. consular officials are an "enterprise" within the meaning of RICO ("RICO Enterpise II") in that they are an association or group of individuals associated in fact though not a legal enterprise. O.C.G.A. § 16-14-3(3).
 - 86. All Defendants are associated with RICO Enterprise II.
- 87. Defendant Wellmade International is an "enterprise" within the meaning of RICO ("RICO Enterprise III") in that it is a corporation. O.C.G.A. § 16-14-3(3).
- 88. Defendant Wellmade NA, Defendant George, Defendant Morgan, Defendant Lu, and Defendant Allen were associated with RICO Enterprise III.
- 89. Defendant George, Defendant Morgan, Defendant Lu, and Defendant Allen are an "enterprise" within the meaning of RICO ("RICO Enterprise IV") in that they are an association or group of individuals associated in fact though not a legal enterprise. O.C.G.A. § 16-14-3(3).

- 90. Defendant George, Defendant Morgan, Defendant Lu, and Defendant Allen are associated with RICO Enterprise IV.
- 91. The members of RICO Enterprises I, II, III, and IV (collectively, "the RICO Enterprises"), respectively, associated with each other for the common purpose of recruiting and employing foreign nationals for employment at the Cartersville Facility.
- 92. In the alternative, the members of the RICO Enterprises, respectively, associated with each other for the common purpose of manufacturing flooring products at the Cartersville Facility.
- 93. All Defendants, through the pattern of racketeering activity set forth herein or proceeds derived therefrom, acquired or maintained interests in or control of real property or personal property, including money. O.C.G.A. § 16-14-4(a). At a minimum, all Defendants acquired significant sums of money through the pattern of racketeering activity.

V. FACTS

94. The acts and omissions described herein were committed by the indicated Defendant or Defendants through their respective RICO Enterprises.

A. Recruitment in China

95. Plaintiffs were recruited from China to work at the Cartersville Facility.

- 96. Plaintiff Han, Plaintiff Zhang, and others were instructed to apply for an L-1 visa, which is designed for intracompany transfers.
- 97. An L-1 visa applicant: (a) must be a current executive or manager at the petitioning company's affiliated foreign office, and (b) must have worked for the petitioning company for one continuous year within the three years immediately preceding the applicant's admission to the United States.
- 98. At the time of their application, none of the Plaintiffs who applied for L-1 visas were employed or recently employed by a Wellmade-affiliated entity.
- 99. Defendants fabricated elements of Plaintiffs' visa applications to make it appear that Plaintiffs were qualified for L-1 visas.
- 100. Defendants coached Plaintiffs prior to their consular interviews to lie if asked about whether they had previously worked for an affiliate of Wellmade NA, or were currently working for an affiliate of Wellmade NA, and for how long.
- 101. Plaintiff Liu and other employees were instructed to apply for a B-1 visa, which is intended for short-term business visits or tourism.
- 102. Defendants told employees instructed to apply for B-1/B-2 visas that Defendants would get them a proper, long-term work visa after they arrived in the United States. However, this did not happen.
- 103. Defendants made Plaintiffs execute various Chinese language documents in China before going to the United States.

- 104. The documents executed in China state, among other things, that Plaintiffs must cooperate with and obey the company's decisions.
- 105. Plaintiff Liu's document prohibits him from participating in any labor strikes while in the United States and indicates he would be terminated and liable for any damages to the company if he did participate in a strike.
- 106. Plaintiff Liu's document mandates that he and his family must love their home country and that he must not join any social organizations or discuss any political issues while abroad. If this is violated, the document says Plaintiff Liu would be reported to the Chinese Embassy.
- 107. Plaintiff Liu's document prohibits him from leaving the company's working area or housing area without permission of the company.
- 108. Plaintiff Liu's document provides that if Plaintiff Liu is found to disobey the company's orders, he would be terminated and need to pay the Wellmade Defendants up to 30,000 Chinese yuan (more than \$4,000).
- 109. Plaintiff Liu's document contains a liquidated damages clause stating that if he stopped working for the Wellmade Defendants before the end of the first year, he would be reported to the local authorities, deported back to China, and forced to repay thirty percent of his annual salary.
- 110. Plaintiffs Han and Zhang were required to sign documents (the "L Visa Documents") with many provisions similar to those in Plaintiff Liu's documents.

- 111. The L Visa Documents require that Plaintiffs commit to work for the Wellmade Defendants for a term of five years.
- 112. The L Visa Documents contain a liquidated damages clause providing that if the employee does not complete the five-year employment term, the employee would need to pay \$30,000 to the Defendants for their "losses."
- 113. The L Visa Documents do not provide any further explanation or calculation for this \$30,000 penalty.

B. Employment Documents in the United States

- 114. Defendants required Plaintiffs to sign additional documents upon their arrival in the United States.
- 115. Plaintiff Liu and, upon information and belief, other B-1/B-2 visa holders, were required to sign a document stating that they would be deported back to China at their own cost if they disobeyed the company's rules, and that if the company wanted to extend the length of their work terms in the United States, they must comply.
- 116. Plaintiffs who obtained L-1 visas were required to sign English language documents when they arrived in the United States.
- 117. Defendants did not explain the contents of these English language documents to Plaintiffs at any time.
- 118. Defendants did not provide Plaintiffs with a copy of the English language documents that Plaintiffs were required to sign.

119. Defendants knew Plaintiffs were not aware of their legal rights in the United States, made no effort to inform them of these rights, and used Plaintiffs' lack of understanding of their rights to coerce their continuing labor.

C. Confiscated Passports

- 120. Defendants confiscated Plaintiffs' passports after they arrived in the United States.
- 121. Plaintiff Liu asked Defendants to return his passport on at least two occasions during his employment, but was refused each time.
- 122. Defendants did not return Plaintiffs' passports until in or around May 2024. Upon information and belief, Defendants only returned the passports because another Chinese employee filed a police report regarding the confiscated passports.

D. Housing, Transportation, and Restrictions on Movement

- 123. Plaintiffs were crammed into housing owned and controlled by Defendants.
- 124. Defendants often put three or four mattresses in each bedroom, but some workers were still required to sleep in the kitchen or garage due to overcrowding.
- 125. The houses were barely furnished and often lacked tables or chairs where the workers could sit and eat.

126. The houses were in a state of complete disrepair, with mold present, regular issues with leaks, and regular air conditioning outages.

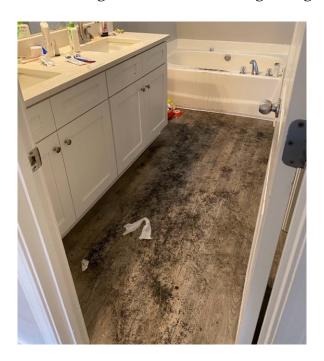


Figure 1: Black mold in the bathroom of Wellmade's worker housing

- 127. Due to the number of workers sharing each home, workers would often need to wait in line to use the kitchen to prepare their dinner, after already having completed an exhausting twelve-hour shift.
- 128. Until approximately September 2024, Defendants arranged transportation for Plaintiffs and other employees to and from the factory in vans owned or rented by Defendants.
- 129. If an employee missed the van operated by Defendants on their way home from the factory because they were forced to do extra work beyond their shift, the employee had to either arrange for their own transportation at their own expense or walk back to their housing—which could take as long as an hour.

- 130. One of these vans was designed to seat a maximum of seven passengers. However, Defendants frequently transported up to a dozen workers at once in the van, and there were not enough seatbelts for each worker.
- 131. Defendants also sometimes directed employees who did not have a valid driver's license to drive the van.
- 132. Defendants instructed certain employees to drive the van but did not give them any extra compensation for doing so.
- 133. Though Defendants had promised they would provide Plaintiffs free transportation between their housing and the Cartersville Facility, beginning in or around September 2024, Defendants insisted that Plaintiffs drive themselves to the factory or otherwise arrange and pay for their own transportation.
- 134. Defendants did not permit Plaintiffs to leave the Cartersville Facility during working hours, including during their lunch breaks.
- 135. Defendant George instructed employees, through WeChat and personal conversations, not to leave their housing during their non-work hours.
- 136. Defendant Morgan told employees via WeChat that they should not leave their housing during non-work hours.
- 137. The Chinese language document that Defendants required Plaintiff Liu to sign in China forbade him from leaving his housing without Defendants' permission.

E. Unsafe Conditions, Injuries, and Lack of Medical Care

- 138. Plaintiffs were subjected to unsafe working conditions at the Cartersville Facility.
- 139. Many employees were put to work at the Cartersville Facility before they received the required health and safety training.
- 140. When employees needed to obtain or replace PPE, Defendants frequently refused their requests, and sometimes reprimanded employees for asking for proper PPE.
- 141. Contrary to Defendants' promises to do so, Defendants did not purchase medical insurance in the United States for Plaintiffs.
- 142. Between September 2022 and October 2023, the Cartersville Facility was inspected by the U.S. Department of Labor's Occupational Safety and Health Administration ("OSHA") on three occasions in response to worker complaints. Defendants received twelve citations, including for ten "serious" violations, and were assessed \$95,528.00 in fines. The cited workplace hazards included a failure to provide fire extinguishers, electrical shock hazards, amputation hazards, and failure to protect employees from severe noise exposure with the potential to cause hearing loss.
- 143. During the time that Plaintiffs worked for Defendants at the Cartersville Facility, certain Plaintiffs and their coworkers suffered serious injuries due to a lack of PPE and Defendants' failure to follow safety protocols.

- 144. In 2022, Plaintiff Liu was severely injured when a heavy floorboard was dropped onto his toe. His toe became badly swollen, and the nail eventually fell off. Only a day or two later, Defendant George began messaging Plaintiff Liu ordering Plaintiff Liu to return to work, which Plaintiff Liu ultimately did even though he could barely walk and was in significant pain. Plaintiff Liu did not seek hospital treatment for this injury because he had no insurance and did not have the funds to pay for a hospital visit himself. Defendants did not inform Plaintiff Liu of his rights under Georgia workers' compensation law.
- 145. On one occasion, an employee of Defendants fell ill, collapsed on the lawn outside the Cartersville Facility, and was foaming at the mouth. When Defendant George was made aware of this, he did not take any action to help the ill employee. In fact, he reprimanded another employee for saying she wanted to drive the ill employee to the hospital rather than attend a meeting. Defendant George also initially refused to reimburse that employee, who paid for the ill employee's hospital bill with her own money.
- 146. In 2023, Plaintiff Liu and other employees witnessed a Latino worker at the factory be taken to the hospital in an ambulance after he lost several fingers in one of the machines at the Cartersville Facility.
- 147. In late 2024 or early 2025, another employee at the Cartersville Facility seriously injured two of his fingers when they became caught in a machine on the factory floor. His fingers were badly crushed and he was unable to move them.

The employee showed his injured hand to Defendant Lu, who ordered the employee to resume work. Only after the employee pleaded with Defendant Lu did Defendant Lu agree to drive him to the hospital. The employee received only one day of rest after this injury and then was forced to return to work. He worked while recovering, and it was more than one month until he could move his fingers again. As of May 2025, his fingernails had still not grown back.

- 148. There was a large amount of dust and debris in the Cartersville Facility that affected Plaintiffs' and their coworkers' respiratory systems. Defendants did not provide a sufficient number of masks that could filter out these dust particles. Instead, Plaintiffs often had to use thin and flimsy surgical masks with no filter.
- 149. Plaintiffs and other employees frequently sustained burns from the hot coatings used in machines in the Cartersville Facility because they did not have the proper PPE. These burns could take several months to heal.

F. Wage and Hour Violations

- 150. Plaintiffs regularly worked over forty hours per week.
- 151. Plaintiffs' typical schedule during the relevant period was to work six days per week, for twelve hours each day.
- 152. Plaintiffs often worked more than twelve hours per day because they were not permitted to leave the factory until they finished certain assignments, because they were called into work late at night after they already completed their

regular shift, or because they were required to attend meetings before or after their shifts.

- 153. Defendants told Plaintiffs they would have a thirty-minute lunch break and two fifteen-minute breaks during each twelve-hour shift. However, Plaintiffs regularly did not get either of the promised fifteen-minute breaks. Plaintiffs were required to check with either Defendant George or Defendant Lu beforehand, and were often told that they could not take a break because the factory was too busy. Defendants also often required Plaintiffs to go back to work before their thirty-minute lunch break had concluded.
- 154. Plaintiffs were required to bring their own lunch to the factory and were not permitted to leave the factory during the lunch break.
- 155. Defendants promised to pay Plaintiffs a fixed annual amount based on the expectation that they would work twenty-six shifts of twelve hours each per month.
- 156. Defendants promised to pay Plaintiffs 1,000 Chinese yuan (approximately \$140) per each twelve-hour shift beyond the twenty-six shifts to be worked each month. This amount was to be deposited into Plaintiffs' bank accounts in China at the end of each year.
- 157. Plaintiffs were not paid any extra compensation when their work shift exceeded twelve hours in a given day. However, Defendants threatened to reduce Plaintiffs' pay if they missed a shift or did not report to work when summoned.

- 158. Plaintiffs were not paid an overtime premium when they worked more than forty hours per week.
- 159. Plaintiffs' formal job titles did not match the actual jobs they performed at the Cartersville Facility.
- 160. Plaintiff Han was hired as a "Paint Technician" and told that he would be training other employees, but his primary job duties actually involved performing manual labor and operating machines.
- 161. Plaintiff Zhang was hired as a "Plant Manager" according to the L-1 visa application submitted by Defendants, but his primary job duties actually involved operating machinery.
- 162. Plaintiff Liu was hired as a "Packaging Equipment Maintenance Engineer," but he was regularly directed to perform duties on the factory floor that were not included in his job description, including cleaning up dust or fixing machines that he was not responsible for maintaining.
- 163. Plaintiffs' work at the Cartersville Facility did not involve management duties or the regular exercise of independent discretion as to matters that would have a significant impact on Defendants' business.
- 164. Plaintiffs did not have the authority to hire or fire other employees or influence any hiring or firing processes.
- 165. Plaintiffs generally were paid only a portion of their wages into a bank account in the United States.

- 166. Plaintiffs generally had a portion of their wages paid in Chinese currency into a bank account in China.
- 167. Plaintiff Liu was paid the entirety of his salary only to his bank account in China.
- 168. Defendants designed this pay structure to prevent Plaintiffs from having the financial resources to leave their employment with the Wellmade Defendants or return to China without Defendants' permission.
- 169. The actual wages paid to the Plaintiffs on L-1 visas were significantly less than the wages Defendants reported they would pay in the visa applications that they filed with U.S. government authorities.
- 170. Plaintiffs were promised a performance-contingent bonus of \$10,000, to be paid in January of the following calendar year.
- 171. Plaintiffs understood that if they left their employment with the Wellmade Defendants before receiving their bonus for the prior year, they would never receive that bonus.
 - 172. Plaintiffs never received the full amount of their promised bonus.
- 173. On information and belief, Defendants made numerous improper deductions from Plaintiffs' wages.
- 174. Despite promising Plaintiffs that they would receive free housing, Defendants made deductions from Plaintiffs' wages for housing costs, including

rent and utilities, and failed to provide Plaintiffs with clear documentation and categorization of these deductions.

175. Despite promising Plaintiffs that they would receive free transportation to the workplace, Defendants stopped providing free transportation for Plaintiffs in or around September 2024. Thereafter, Defendants required Plaintiffs to arrange and pay for their own transportation.

G. Forced Labor

- 176. Due to the long work hours, low pay, and terrible treatment by Defendants, Plaintiffs wanted to leave their jobs with Defendants.
- 177. Defendants engaged in a pattern of behavior to make Plaintiffs reasonably believe that they would suffer serious harm if they stopped working at the Cartersville Facility.
- 178. Plaintiffs were unable to simply leave the Cartersville Facility because Defendants were in possession of their passports.
- 179. Plaintiffs feared that if they left the Cartersville Facility, Defendants would enforce the liquidated damages clauses contained in the documents that Plaintiffs signed in China, which would be financially devastating to Plaintiffs.
- 180. Because Defendants deposited part or all of Plaintiffs' wages in bank accounts in China, Plaintiffs did not have the financial resources to leave their employment.

- 181. Chinese law prohibits an employer or any other person from confiscating a worker's identity document.
- 182. Chinese law prohibits an employer or employment agency from collecting any form of security deposit or imposing any form of performance guarantee upon a worker.
- 183. Plaintiffs, per their L-1 and B-1/B-2 visas, were not legally permitted to work for employers in the United States other than the Wellmade Defendants.
- 184. Defendants told Plaintiff Liu and others with B-1/B-2 visas that Defendants would assist with converting their visas to L-1 visas, but then allowed the visas to expire without either renewing or converting them.
- 185. Plaintiffs reasonably feared that Defendants would retaliate against them, either physically or by other means, if they decided to leave their employment with Defendants.
- 186. Plaintiffs had numerous reasons to believe that Defendants could actually cause them serious harm if they acted against Defendants' wishes, such as by leaving their jobs at the Cartersville Facility.
- 187. Plaintiffs knew that Defendants had a system of cameras to surveil Plaintiffs and other employees while they were at work at the Cartersville Facility.
- 188. Plaintiff Liu and other employees were aware that both Defendant George and Defendant Morgan kept handguns in their shared residence.

- 189. Defendant George told Plaintiff Liu that he kept a gun in his house, and Plaintiff Liu witnessed Defendant George stating this to other employees.
- 190. On one occasion, when Plaintiff Liu was in Defendant Morgan's car with another employee, Defendant Morgan removed his gun from his car's glove compartment and handed it to Plaintiff Liu. Plaintiff Liu was shocked and took a picture of the gun. Defendant Morgan told Plaintiff Liu that he generally kept this gun in his home, where Plaintiffs Liu, Han, and other employees were frequently ordered to go to perform personal tasks for Defendant George.



Figure 2: Photograph taken by Plaintiff Liu of Defendant Morgan's handgun

191. When Defendant George suspected that Plaintiff Zhang wanted to leave his job with Defendants, he approached Plaintiff Zhang at work and threatened to make Plaintiff Zhang "repay" tens of thousands of dollars to Defendants. Defendant George also instructed other managers to approach

Plaintiff Zhang and remind him of the \$30,000 penalty that he would owe if he left his job with Defendants.

192. On November 26, 2022, during the Thanksgiving holiday, Defendant George called Plaintiff Liu and told him that he needed to report to work. Plaintiff Liu was exhausted from recently working on a high-stress project, so he wanted to take his rest day and declined to come in. After repeatedly calling Plaintiff Liu and one of his roommates, Defendant George drove to their house, where Plaintiff Liu lived in the garage storage room. Defendant George began shouting and kicked the door of Plaintiff Liu's room so violently that the door opened, and he left a large hole in the door. Defendant George then began making threatening gestures at Plaintiff Liu, coming within centimeters of hitting Plaintiff Liu with his fists, and was shouting and using very aggressive language. Later, Defendant Morgan also drove to Plaintiff Liu's housing and began to harass him. Plaintiff Liu felt he was in physical danger.



Figure 3: Photograph of hole created by Defendant George kicking in Plaintiff Liu's door

- 193. Ultimately, Plaintiff Liu believed he had no choice but to go back to the Cartersville Facility that evening. After making the repair that Defendants George and Morgan had demanded, Plaintiff Liu then requested his passport so that he could try to leave. Defendants refused to give him his passport.
- 194. After he returned home from the Cartersville Facility that evening, Plaintiff Liu contacted Defendants' Human Resources department in China and stated that he wanted them to purchase a plane ticket for him to return home. The Human Resources employee told Plaintiff Liu that because Defendants George and Morgan had not notified Human Resources that his employment had concluded, Human Resources could not help him to return to China. The following Monday, Plaintiff Liu returned to work at the Cartersville Facility.
- 195. Since Plaintiff Liu neither had possession of his passport nor enough money to purchase his own plane ticket, he had no choice but to continue working for Defendants.
- 196. Plaintiffs believed that if they left their employment with Defendants, they would not receive the portions of their wages that had been earned but not paid, including their annual bonus.

H. Escape from Wellmade, Factory Raid, and Arrests

197. Defendants did not allow Plaintiffs to leave their employment at the Cartersville Facility.

198. Plaintiff Liu ultimately was able to escape from his employment with Defendants in or around August 2024. A few months prior, Plaintiff Liu had convinced Defendants to return his passport so that he could take a test in New York for a driver's license. When he returned, Defendant Lu demanded that he return the passport. However, Plaintiff Liu persuaded Defendant Lu to let him keep the passport by stating that he would need his passport for additional steps in the process of obtaining a driver's license.

199. In or around August 2024, Plaintiff Liu and another employee executed their escape. After completing an evening shift, they returned to company housing, secretly packed their things, and then drove off in Plaintiff Liu's car.

200. After Plaintiff Liu and his coworker escaped, they informed Defendants via a message to a WeChat group chat that they were leaving. Defendant Lu telephoned them and threatened that if they left, they would have difficulties collecting their final earned wages. Indeed, Plaintiff Liu and his coworker never received the bonus compensation or wages from their last month of work that were owed to them.

201. On March 26, 2025, federal and local law enforcement agents conducted a raid at the Cartersville Facility and surrounding company-owned housing.

- 202. Defendants' employees were taken from the Cartersville Facility to another location to speak with the agents.
- 203. A press release from U.S. Immigration and Customs Enforcement ("ICE") stated that the raid was part of an ongoing criminal investigation into allegations of labor trafficking involving foreign nationals.
- 204. Defendants George, Morgan, and Lu were arrested and charged with trafficking persons for labor servitude under state law.
- 205. At an April 4, 2025 news conference, Steven Schrank, a special agent with ICE, stated that law enforcement encountered sixty victims of "horrific" forced labor.
- 206. Plaintiffs Han and Zhang were only freed from their forced labor situation when this raid occurred.

I. Other Workers

- 207. In addition to the workers hired directly from China, Defendants also employed a number of Latino and Chinese workers who were hired through labor agencies or brokers in the United States.
- 208. Defendants also employed non-immigrant employees at the Cartersville Facility.
- 209. On information and belief, the non-immigrant employees enjoyed better terms and conditions of employment than Plaintiffs or the other immigrant employees, such as receiving paid time off, more holidays, full rest and meal

breaks, and proper overtime premiums when they worked more than forty hours in a week.

J. The RICO Conspiracy

- 210. Plaintiffs plead the existence of a RICO Conspiracy.
- 211. Defendants conspired with each other to commit the pattern of racketeering activity set forth herein either through the respective RICO Enterprises and/or to acquire or maintain interests in or control of real property or personal property.
- 212. Defendants agreed to work together by illegal means to secure Plaintiffs' and other Class members' labor by committing racketeering offenses.
- 213. Therefore, as set forth above, Defendants conspired with each other and committed overt acts to effect, support, and further their objectives to engage in the racketeering acts through Enterprises I, II, III, and IV and/or to acquire or maintain interests in or control of real property or personal property.

VI. COLLECTIVE AND CLASS ALLEGATIONS

A. FLSA Collective Action

- 214. Plaintiffs assert their FLSA claims on behalf of a collective of individuals (the "FLSA Collective").
- 215. The FLSA statute of limitations for members of the FLSA collective is subject to equitable tolling for the following reasons:

- a. Defendants intentionally misled members of the FLSA Collective about their right to receive overtime premiums;
- b. Even if members of the FLSA Collective were aware of their right to receive overtime premiums, Defendants maintained such control over their movement, communications, and ability to leave that they were unable to assert their rights under the FLSA; and
- c. Defendants did not post and keep a notice explaining their employees' FLSA rights in conspicuous places, as required by 29 C.F.R. § 516.4.
- 216. Therefore, the FLSA Collective is defined as follows:

All individuals who worked at the Cartersville Facility for more than forty hours in any workweek between June 1, 2020 and the present.

217. In the alternative, if the Court determines the doctrine of equitable tolling does not apply, the FLSA Collective is defined as follows:

All individuals who worked at the Cartersville Facility for more than forty hours in any workweek in the previous three years.

218. Excluded from the FLSA Collective are the legal representatives, officers, directors, assigns, and successors of Defendants; any individual who at any time during the class period has had a controlling interest in Defendant Wellmade International and/or Wellmade NA; and Defendants George, Morgan, Allen, Lu, and their immediate family members.

- 219. Plaintiffs and other FLSA Collective members were subject to the Defendants' same policies and practices with respect to underpayment of overtime at the rate of one-and-a-half times the regular rate of pay for all hours over forty performed in a given workweek.
- 220. Common proof applicable to Plaintiffs and other FLSA Collective members will show that Defendants failed to properly pay them overtime wages as required by the FLSA.
- 221. Other FLSA Collective members will consent to sue if the Court grants conditional certification of this collective action.
- 222. For the reasons set forth above, certification of this case as a FLSA collective action is necessary and appropriate.

B. Rule 23 Class Action

223. Plaintiffs assert their TVPA, RICO, unjust enrichment, and *quantum meruit* claims on behalf of a class of individuals (the "Class") defined as follows:

All Chinese nationals who worked for Defendants at the Cartersville Facility between June 1, 2020 and the present.

224. Excluded from the Class are the legal representatives, officers, directors, assigns, and successors of Defendants; any individual who at any time during the class period has had a controlling interest in Defendant Wellmade International and/or Wellmade NA; Defendants George, Morgan, Allen, Lu, and

their immediate family members; and all persons who submit timely and otherwise proper requests for exclusion from the Class.

- 225. Plaintiffs bring these claims as a class action pursuant to Rule 23.
 - i. Numerosity
- 226. There are more than forty individuals, in addition to the Plaintiffs, who are putative members of the Class ("Class Members") in this action.
- 227. The Class Members are sufficiently numerous that joinder of all members is impractical.
 - ii. Commonality
- 228. Common questions of law and fact exist as to Plaintiffs and all Class Members and predominate over questions affecting only individual Class Members.
 - 229. These common questions include:
 - a. Whether Defendants provided and obtained Plaintiffs' and other Class Members' labor by means of a scheme that constituted an abuse of legal process;
 - b. Whether Defendants used threats of physical restraint, serious harm, and/or abuse of law or legal process to coerce Plaintiffs and other Class Members to remain employed by Defendants;

- c. Whether Defendants recruited, transported, harbored, provided, and/or obtained Plaintiffs and other Class Members for forced labor;
- d. Whether Defendants concealed, removed, confiscated, or possessed Plaintiffs' and other Class Members' passports or other immigration documents in the course of committing forced labor and/or trafficking for forced labor;
- e. Whether Defendants concealed, removed, confiscated, or possessed Plaintiffs' and other Class Members' passports or other immigration documents in order to, without lawful authority, maintain, prevent, or restrict the labor or services of Plaintiffs and other Class Members;
- f. Whether Defendants knowingly benefited from participation in a venture Defendants knew or should have known was engaged in the actions and omissions set forth in the preceding subparagraphs;
 - g. Whether Defendants violated or conspired to violate the RICO;
- h. Whether Defendants, through one or more of the RICO Enterprises, committed a pattern of racketeering activity causing Plaintiffs and other Class Members to suffer injuries;
- i. Whether Defendants accepted the fruits of Plaintiffs' labor and were unjustly enriched therefrom;

- j. Whether Defendants' actions were undertaken knowingly, willfully, intentionally, and without justification to deprive Plaintiffs' and Class Members' of their rights; and
 - k. The nature and extent of Plaintiffs' and Class Members' injuries.
 - iii. Typicality
- 230. Members of the proposed Class have all been subject to the same unlawful practices of Defendants, and their claims arise out of these same practices.
- 231. Plaintiffs and the proposed Class Members have the same rights under the TVPA and the RICO, and they are entitled to relief for Defendants' unjust enrichment and for *quantum meruit*.
- 232. Plaintiffs and the proposed Class Members performed similar work under similar circumstances giving rise to the same claims.
- 233. Plaintiffs and proposed Class Members suffered similar types of damages.
- 234. Plaintiffs' claims are typical of the claims of the Class because, among other things, Plaintiffs were employees who worked for the Defendants and suffered the same violations as the proposed Class Members.
- 235. Plaintiffs' interests are co-extensive with the interests of the Class Members; Plaintiffs have no interest adverse to the Class Members.

iv. Adequacy

- 236. Plaintiffs will fairly and adequately represent the interests of the Class Members. Their interests do not conflict with the interests of the Class Members they seek to represent.
- 237. Plaintiffs understand that, as Class representatives, they assume a responsibility to the Class to represent its interests fairly and adequately.
- 238. Plaintiffs have retained counsel experienced in prosecuting class actions and in employment matters. There is no reason why Plaintiffs and their counsel will not vigorously pursue this matter.

v. Superiority

- 239. A class action is superior to other available means for the fair and efficient adjudication of the claims at issue herein.
- 240. The damages suffered by each individual Class Member may not be sufficient to justify the burden and expense, particularly in light of the transnational nature of this case, of individual prosecution of the litigation necessitated by Defendants' conduct. Further, it would be difficult for members of the Class to obtain individual redress effectively for the wrongs done to them.
- 241. Many members of the Class are foreign nationals and migrant workers who lack the means and resources to secure individual legal assistance, have limited command of the English language or familiarity with the U.S. legal

system, and are particularly unlikely to be aware of their rights to prosecute these claims.

- 242. If individual actions were to be brought by each member of the Class, the result would be a multiplicity of actions, creating hardships for members of the Class, the Court, and the Defendants.
- 243. Individualized litigation also presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the Court system.
- 244. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.
- 245. This case does not present individualized factual or legal issues which would render a class action difficult.
- 246. In the alternative, the Class may be certified because: (a) the prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual Class Members, which would establish incompatible standards of conduct for Defendants; (b) the prosecution of separate actions by individual Class Members would create a risk of adjudications with respect to them which would, as a practical matter, be dispositive of the interests of other Class Members not parties to the adjudications, or substantially impair or impede their ability to protect their

interests; and (c) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final and injunctive relief with respect to the Class Members as a whole.

VII. CAUSES OF ACTION

Count I Trafficking Victims Protection Act (TVPA) (Class Claim Against All Defendants)

- 247. By this reference, Plaintiffs hereby incorporate all allegations in the preceding paragraphs as if fully stated herein.
- 248. This cause of action sets forth Plaintiffs' and other Class Members' claims against Defendants under the civil remedies provision of the TVPA, 18 U.S.C. § 1595, in that:
 - a. Plaintiffs and other Class Members are victims of violations of the following provisions of Title 18, Chapter 77 of the United States Code: 18 U.S.C. §§ 1589, 1590, 1592, and 1597(a)(3);
 - b. Defendants were perpetrators of the foregoing violations; and
 - c. Defendants knowingly benefited from participation in a venture they knew or should have known engaged in the foregoing violations. *See* 18 U.S.C. § 1595(a).
- 249. In violation of 18 U.S.C. § 1589, Defendants knowingly provided and obtained Plaintiffs' and other Class Members' labor or services by means of:
 - a. Threats of physical restraint;

- b. Threats of serious harm;
- c. Abuse of legal process and threats of abuse of legal process; and
- d. A scheme, plan, or pattern intended to cause Plaintiffs and other Class Members to believe that, if they did not perform such labor or services, they would suffer serious harm or physical restraint.
- 250. In violation of 18 U.S.C. § 1590, Defendants knowingly recruited, transported, harbored, provided, and obtained Plaintiffs and other Class Members for labor or services in furtherance of Defendants' violations of 18 U.S.C. §§ 1589, 1592, and 1597(a)(3).
- 251. In violation of 18 U.S.C. § 1592, Defendants knowingly concealed, removed, confiscated, or possessed Plaintiffs' and other Class Members' passports or other immigration documents in the course of violating 18 U.S.C. §§ 1589 and 1590.
- 252. In violation of 18 U.S.C. § 1597(a)(3), Defendants knowingly concealed, removed, confiscated, or possessed Plaintiffs' and other Class Members' passports or other immigration documents in order to, without lawful authority, maintain, prevent, or restrict Plaintiffs' and other Class Members' labor or services.
- 253. Defendants are liable for the foregoing TVPA violations, as set forth in 18 U.S.C. § 1595(a).

- 254. Defendants' acts and omissions giving rise to this claim showed willful misconduct, malice, wantonness, oppression, and entire want of care, giving rise to a presumption of conscious indifference to the consequences.
- 255. Due to Defendants' forced labor scheme, Plaintiffs and other Class Members suffered economic harm in the form of, *inter alia*, unpaid wages, unpaid overtime, suppressed wage rates, illegal deductions, and lost work opportunities.
- 256. As a result of Defendants' forced labor scheme, Plaintiffs and other Class Members also experienced physical and emotional injuries.
- 257. Plaintiffs and other Class Members are entitled to damages for all economic and non-economic harm suffered as a result of the foregoing TVPA violations, punitive damages, as well as attorneys' fees and costs.

Count II Fair Labor Standards Act (FLSA) (Collective Claim Against All Defendants)

- 258. By this reference, Plaintiffs hereby incorporate all allegations in the preceding paragraphs as if fully stated herein.
- 259. The FLSA requires that each employee be paid at least the applicable minimum wage.
- 260. The FLSA requires that employees be paid overtime wages in the amount of one and one-half times their applicable regular pay rate for each and all of the hours worked in excess of forty hours in each workweek.

- 261. The FLSA prohibits deductions from wages for expenses that benefit the employer.
- 262. The FLSA requires that an employee's compensation be paid "free and clear" and prohibits any kickback to the employer. 29 C.F.R. § 531.35.
- 263. Defendants violated the FLSA's overtime requirements by failing to compensate Plaintiffs and other FLSA Collective members overtime premiums at one-and-a-half times the regular rate of pay.
- 264. Defendants violated the FLSA by making improper deductions from the compensation of Plaintiffs and other FLSA Collective members.
 - 265. Defendants' violations of the FLSA were willful.
- 266. Defendants are thus liable and obligated to compensate Plaintiffs and other FLSA Collective members for these illegal deductions and overtime violations, plus an equal amount as liquidated damages pursuant to § 216(b) of the FLSA.
- 267. Plaintiffs and other FLSA Collective members are likewise entitled to an award of costs of this action and reasonable attorneys' fees, as well as prejudgment interest, pursuant to §216(b) of the FLSA.

Count III

Georgia Racketeer Influenced and Corrupt Organizations Act (RICO) (Class Claim Against All Defendants)

268. By this reference, Plaintiffs hereby incorporate all allegations in the preceding paragraphs as if fully stated herein.

- 269. This Count sets forth Plaintiffs' and other Class Members' claims for damages against all Defendants caused by all Defendants' violations of the RICO.
- 270. Each Plaintiff and other Class Member is an aggrieved person with standing to sue within the meaning of the RICO, O.C.G.A. § 16-14-6(b).
- 271. Each Plaintiff and other Class Member is a person who was injured by reason of violations of O.C.G.A. § 16-14-4; therefore, Plaintiffs and other Class Members have standing to sue pursuant to the RICO, O.C.G.A. § 16-14-6(c).
- 272. The RICO Enterprises, as defined in $\P\P$ 83-90, *supra*, had the common purposes of recruiting and employing foreign nationals for employment at the Cartersville Facility or, in the alternative, for the common purpose of manufacturing flooring products at the Cartersville Facility.
 - 273. The RICO Enterprises function as continuing units.
- 274. Defendants were associated with the RICO Enterprises and conducted or participated in the RICO Enterprises and/or conspired to do so through a pattern of racketeering activity in violation of O.C.G.A. §§ 16-14-4(b) and 16-14-4(c), related by their common purpose.

A. Predicate Acts

275. Specifically, the predicate acts of racketeering activity by which the Defendants committed the RICO violations set forth in the preceding paragraphs are:

- a. Forced labor, 18 U.S.C. § 1589 (Count I, ¶ 249, supra);
- b. Trafficking with respect to forced labor, 18 U.S.C. § 1590 (Count I, \P 250, supra); and
- c. Unlawful conduct with respect to documents in furtherance of trafficking and forced labor, 18 U.S.C. § 1592 (Count I, \P 251, *supra*).
- 276. Defendants used proceeds derived from the foregoing racketeering activity—and/or conspired to do so—to acquire and maintain an interest in property, including money. O.C.G.A. § 16-14-4(a).

B. Pattern of Related Racketeering Acts

- 261. Defendants engaged in the racketeering activity described in this lawsuit repeatedly, starting in 2020 or 2021 and continuing at least through March 26, 2025, when law enforcement took action at the Cartersville Facility.
- 262. Defendants' racketeering acts had similar purposes: to employ a captive foreign workforce and to profit from coerced, inexpensive labor.
- 263. Each of the Defendants' racketeering acts yielded similar results and caused similar injuries to Plaintiffs and other Class Members.

C. Injury and Remedies

264. As a direct and proximate result of the Defendants' willful, knowing, and intentional acts in violation of the RICO set forth in this Complaint, Plaintiffs and Class Members have suffered injuries to their property, as well as physical injuries and emotional suffering.

- 265. The injuries flowed directly from the RICO predicate acts which were targeted at Plaintiffs and other Class Members such that they were the intended victims.
- 266. Defendants' acts and omissions giving rise to this claim showed willful misconduct, malice, fraud, wantonness, oppression, and entire want of care, giving rise to a presumption of conscious indifference to the consequences.
- 267. Plaintiffs and other Class Members are entitled to damages in an amount to be determined at trial, including but not limited to:
 - a. compensation for their injuries;
 - b. punitive damages;
 - c. trebling of the damages set forth in subparagraph (a) and (b), *supra*; and
 - d. attorneys' and experts' fees and costs associated with this action, as authorized by O.C.G.A. § 16-14-6(c).
- 268. Plaintiffs and other Class Members are also entitled to injunctive relief pursuant to O.C.G.A. § 16-14-4(a), including an order and judgment:
 - a. Ordering Defendants to divest themselves of interests in an enterprise, real property, or personal property wrongfully obtained or used in violation of the RICO;

- b. Imposing reasonable restrictions on Defendants' future activities or investments to prevent violations of the law like those alleged in this Complaint;
- c. Dissolving the Defendant Wellmade NA and/or ordering the suspension or revocation of its license to do business in the State of Georgia; and/or
- d. Ordering the forfeiture of Wellmade NA's corporate charter or the revocation of any certificates authorizing it to do business in Georgia.

Count IV Unjust Enrichment (Class Claim Against All Defendants)

- 269. By this reference, Plaintiffs hereby incorporate all allegations in the preceding paragraphs as if fully stated herein.
- 270. This Count sets forth claims by Plaintiffs and other Class Members against all Defendants for damages resulting from the Defendants' unjust enrichment.
- 271. No enforceable contract exists between Plaintiffs and Defendants governing the subject matter of this claim. To the extent any agreement is alleged to exist, Plaintiffs and other Class Members assert that such agreement is unenforceable, void, or otherwise does not preclude equitable relief.
- 272. Plaintiffs and other Class Members performed valuable services on behalf of and at the request of Defendants.

- 273. Defendants accepted the fruits of Plaintiffs' and other Class Members' services, including increased profits.
- 274. Plaintiffs and other Class Members provided this benefit with the reasonable expectation of compensation, and Defendants were aware of that expectation.
- 275. If Defendants are allowed to retain monies associated with Plaintiffs' and other Class Members' services and earnings, Defendants would be unjustly enriched at the expense of Plaintiffs and other Class Members.
- 276. Defendants must disgorge to Plaintiffs and other Class Members illgotten gains as a consequence of Defendants' unjust enrichment.
- 277. Defendants were unjustly enriched by their fraudulent inducement of Plaintiffs and other Class Members to continue providing labor to Defendants. Therefore, Plaintiffs and other Class Members are entitled to punitive damages.
- 278. Because Defendants acted in bad faith, Plaintiffs and other Class Members are entitled to their expenses of litigation, including attorneys' fees and costs, under O.C.G.A. § 13-6-11.
- 279. Defendants are jointly and severally liable to Plaintiffs and other Class Members for the damages that arose naturally and according to the usual course of things from the unjust enrichment claim and interest until recovery.

Count V Quantum Meruit (Class Claim Against All Defendants)

- 280. By this reference, Plaintiffs hereby incorporate all allegations in the preceding paragraphs as if fully stated herein.
- 281. This Count sets forth claims by Plaintiffs and other Class Members against all Defendants for damages based on *quantum meruit*.
- 282. No enforceable contract exists between Plaintiffs and Defendants governing the subject matter of this claim. To the extent any agreement is alleged to exist, Plaintiffs and other Class Members assert that such agreement is unenforceable, void, or otherwise does not preclude equitable relief.
- 283. As set forth above, Plaintiffs and other Class Members performed valuable services on behalf of and at the request of Defendants.
- 284. Defendants, as shown above, accepted the fruits of Plaintiffs' and other Class Members' labors with full knowledge that they were not provided gratuitously.
- 285. Defendants were aware, prior to and at the time that Plaintiffs and other Class Members provided such services, that Plaintiffs and other class Members expected to be compensated for the reasonable value of their labors.
- 286. Defendants have failed and refused to pay Plaintiffs and other Class Members the reasonable value of their labors.

- 287. As a direct result of Defendants' actions and inactions, Plaintiffs and other Class Members are entitled to recover the reasonable value of the labor provided under the doctrine of *quantum meruit*.
- 288. Defendants have acted in bad faith, and have caused Plaintiffs and other Class Members unnecessary trouble and expense. Therefore, Defendants should be required to pay the expenses, including attorneys' fees and costs, associated with the *quantum meruit* claim.
- 289. Defendants fraudulently induced Plaintiffs and other Class Members to continue working for Defendants for less than the reasonable value of their labors. Therefore, Plaintiffs and other Class Members are entitled to punitive damages in addition to consequential damages.
- 290. Defendants are jointly and severally liable to Plaintiffs and other Class Members for the damages that arose naturally and according to the usual course of things from the *quantum meruit* claim and interest until recovery.

VIII. JURY DEMAND

291. Pursuant to Federal Rule of Civil Procedure 38, Plaintiffs demand a trial by jury as to all issues so triable.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request a jury trial and that this Court enter an Order:

a. assuming jurisdiction over this action;

- b. declaring this action to be maintainable as an FLSA collective action pursuant to 29 U.S.C. § 216(b), allowing Plaintiffs to provide notice of this action to potential opt-in plaintiffs, and allowing those eligible workers who choose to do so to opt-in to this action;
- c. certifying this case as a class action under Fed. R. Civ. P. 23, naming Plaintiffs as Class Representatives, and appointing Plaintiffs' attorneys as Class Counsel;
 - d. declaring that Defendants violated the TVPA;
 - e. declaring that Defendants violated the FLSA;
 - f. declaring that Defendants violated the RICO;
 - g. declaring that Defendants were unjustly enriched;
- h. declaring that Defendants violated the doctrine of *quantum meruit*;
- i. permanently enjoining Defendants from further violations of the TVPA;
- j. permanently enjoining Defendants from further violations of the FLSA;
- k. permanently enjoining Defendants from further violations of the RICO and ordering the injunctive relief set forth in O.C.G.A. 16-14-4(a);

- 1. granting judgment to Plaintiffs and other Class Members and against Defendants on Plaintiffs' and other Class Members' TVPA claims and awarding them actual damages, punitive damages, and interest;
- m. granting judgment to Plaintiffs and other similarly situated workers who opt in pursuant to 29 U.S.C. § 216(b) and against Defendants on Plaintiffs' and similarly situated workers' FLSA claims and awarding each of them their unpaid wages plus an equal amount in liquidated damages;
- n. granting judgment to Plaintiffs and other Class Members and against Defendants on Plaintiffs' and other Class Members' RICO claims and awarding them actual damages, punitive damages, and trebling of actual and punitive damages;
- o. granting judgment to Plaintiffs and other Class Members and against Defendants on Plaintiffs' unjust enrichment claims and ordering Defendants to disgorge to Plaintiffs and other Class Members all resulting ill-gotten gains, as well as punitive damages;
- p. granting judgment to Plaintiffs and other Class Members and against Defendants on Plaintiffs' and other Class Members' *quantum meruit* claims and ordering Defendants to provide Plaintiffs and other Class members the reasonable value of their labor, as well as punitive damages;

- q. awarding Plaintiffs and other Class Members their costs and reasonable attorneys' fees; and
 - r. granting such further relief as the Court finds just.

Respectfully submitted this day: May 27, 2025.

/s/ Daniel Werner

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/s/ Aaron Halegua

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Attorneys for Plaintiffs

*Motion for admission pro hac vice forthcoming.

CERTIFICATE OF COMPLIANCE

This is to certify that on May 27, 2025, I prepared the foregoing in Book Antiqua, 13-point type in accordance with L.R. 5.1(C).

/s/ Daniel Werner
Daniel Werner
Co-Counsel for Plaintiffs

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION

In re:

WELLMADE FLOOR COVERINGS

Debtors.

Chapter 11

Case No. 25-58764

(Jointly Administered)

NOTICE OF YOUR RIGHT TO REQUEST COMPENSATION FROM WELLMADE

[Labor Claimant Information]

INTERNATIONAL, INC., et al.,

You may be entitled to a payment if you worked at the Wellmade factory in Georgia

A court authorized this notice. This is not a solicitation from a lawyer.

[Date of Mailing]

A group of people who worked at the Wellmade factory in Cartersville, Georgia filed a lawsuit against Wellmade Industries MFR. N.A. LLC and Wellmade Floor Coverings International, Inc. (together, "Wellmade") claiming that the company did not pay them overtime as required by U.S. law. The law requires that certain workers who work more than 40 hours in a single week be paid overtime. Any individuals who also worked at the Wellmade factory between January 1, 2020 until now and worked more than 40 hours in a week without receiving overtime has the right to join these workers in requesting their overtime pay.

Why are you receiving this Notice?

You are receiving this Notice because we have reason to believe you worked at the Wellmade factory in Cartersville, Georgia for more than 40 hours in a week and did not receive overtime pay.

How does Wellmade filing for bankruptcy impact your claims?

You may still file a claim to seek compensation from Wellmade. Wellmade filed for bankruptcy on August 4, 2024. Therefore, all claims against Wellmade are being handled by the U.S. Bankruptcy Court for the Northern District of Georgia, Atlanta Division. Therefore, workers may still assert any overtime claims or any other claims against Wellmade by filing a Proof of Claim with the Bankruptcy Court.

How do I claim payment for my overtime work?

If you choose to seek payment from Wellmade for your overtime payment, you must complete the attached Consent to File Proof of Claim form before the deadline and return it as instructed below.

What if I have questions about my claims or the bankruptcy process?

You may ask any questions to the lawyers who are already representing other workers in seeking overtime pay for their work at Wellmade. You may also find any other lawyer of your choosing.

Aaron Halegua, PLLC 524 Broadway, 11th Floor New York, NY 10012 Tel: (646) 854-9061

Email: <u>ah@aaronhalegua.com</u> WeChat: ahalegua



What is the deadline to file my claim?

You must file your Proof of Claim against Wellmade within [45 days] of the date printed on the top of this Notice.

What if I do not file a claim in the bankruptcy case?

If you do not file a Proof of Claim against Wellmade by the deadline, the Bankruptcy Court may decide that you have given up any right to file any claim against Wellmade.

Do I need to pay anything?

You are not required to pay any money to contact the lawyers listed on this notice or to file your Proof of Claim.

What if Wellmade retaliates against me?

U.S. law prohibits retaliation against workers for exercising their rights under the law. Therefore, you may not be discharged or subjected to discrimination in any manner because of your exercise of rights under to be paid overtime, including by filing a claim in the bankruptcy case.

CONSENT TO FILE PROOF OF CLAIM

- I consent and agree to pursue my claims arising from my work at Wellmade's factory located 1. in Cartersville, Georgia during or after June 1, 2020.
- I worked at the Wellmade factory for more than forty hours during one or more weeks, and I was not paid overtime at a rate of one-and-a half times my regular rate of pay for all of those hours.
- I understand that I am bringing a claim for unpaid overtime under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.

4. I hereby consent to file a Proof of Claim with the Bankruptcy Court and to be bound by any judgment by the Bankruptcy Court or any settlement of this action.

New York, NY 10012, and Daniel Werner of	alegua of Aaron Halegua, PLLC, 524 Broadway, 11th Floor, Radford Scott LLP, 7125 Clairemont Avenue, Suite 380, asel"), to represent me for all purposes in this action.
[] I do not want to be represent	ted by a lawyer or I will hire my own lawyer.
[Name:	Address:
Email:	
WeChat:	Phone:

In order for a Proof of Claim to be filed for you, you must complete and return this form and return it by mail, email, or WeChat within [45 days] from Notice Mailing to:

> Aaron Halegua, PLLC 524 Broadway, 11th Floor New York, NY 10012 Tel: (646) 854-9061,

Email: ah@aaronhalegua.com WeChat: ahalegua



Date:	Signature: