UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	)	Chapter 11
WELLMADE FLOOR COVERINGS INTERNATIONAL, INC., et al.,[1]	)	Case No. 25-58764-sms
Debtors.	)	(Jointly Administered)
	)	**[Relates to Docket No. 385]**

SUPPLEMENTAL BRIEF OF THE COMMITTEE OF CREDITORS HOLDING UNSECURED CLAIMS TO THE LIMITED OBJECTION TO DEBTORS' CHAPTER 11 PLAN

The Committee of Creditors Holding Unsecured Claims (the "Committee") of the above captioned debtors and debtors in possession (the "Debtors") hereby files this supplemental brief after the confirmation hearing in further support of the issues raised in the Committee's Limited Objection [Docket No. 487] to the *Debtors' Chapter 11 Plan* [Docket No. 385] (the "Plan")[2] and respectfully states as follows:

PRELIMINARY STATEMENT

1. This is a fully solvent, surplus case. The Plan is funded principally by the $58.5 million sale of substantially all of the Debtors' assets, and it proposes to pay every class of claims in full, including Class 4 (General Unsecured Creditors), which the Debtors chose to designate as unimpaired and, as a result, were not entitled to vote on the Plan. Notwithstanding that solvency or purported unimpairment, the Plan proposes to pay Class 4 Claimants postpetition interest at the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.
[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

federal judgment rate, rather than at the contract rate specified in each claimant's underlying agreement or, absent a contract rate, the default rate of interest provided by applicable non-bankruptcy law (together, the "Applicable Rate").

2. Every court of appeals to have addressed the question – the Second, Third, Fifth, and Ninth Circuits – has held that a class of unsecured claims against a solvent debtor cannot be truly "unimpaired" within the meaning of 11 U.S.C. § 1124(1) unless it receives postpetition interest at the Applicable Rate. The Eleventh Circuit has confirmed that the "solvency exception" on which those decisions rest is settled law in this Circuit, and the courts of this Circuit, which have applied it, have required payment of default-rate interest to unsecured creditors of solvent debtors. Because the Debtors are solvent, and because the Plan designates Class 4 unimpaired (while proposing to pay Class 4 only the federal judgment rate), the Plan must be modified to pay Class 4 the Applicable Rate as a condition of confirmation.

3. Second, the Plan provides that the Debtors expressly reserve the right to assert preference claims against Class 4 claimants, even though they are supposedly unimpaired and being paid in full in this solvent debtor case. Accordingly, the Plan should be modified to correct these two deficiencies.

SUPPLEMENTAL BRIEF

A. EVERY COURT OF APPEALS TO ADDRESS THE RATE OF POSTPETITION INTEREST OWED TO UNIMPAIRED UNSECURED CREDITORS OF A SOLVENT DEBTOR HAS REQUIRED THE APPLICABLE RATE

4. **Third Circuit— Hertz**. In *In re Hertz Corp.*, 2024 U.S. App. LEXIS 34433 (3d Cir. Nov. 6, 2024), *cert. denied*, 146 S. Ct. 1512 (Jan. 12, 2026), the debtors' confirmed plan classified their unsecured noteholders as unimpaired, paid their principal in full, and offered postpetition interest at the federal judgment rate – while distributing approximately $1.1 billion in

value to prepetition stockholders. The Third Circuit held that, because Hertz was solvent, the noteholders were entitled to postpetition interest at the contract rate (together with their disallowed make-whole premiums) before any distribution to equity, as a condition of being truly unimpaired. Hertz could not, in the majority's words, "use the Bankruptcy Code to force the Noteholders to give up nine figures of contractually valid interest and spend that money on a massive dividend to the Stockholders." *Id.* at *24. In addition to entitlement to postpetition interest at the contract rate based on the solvent debtor exception, *Hertz* holds that, even for an unimpaired class, a debtor must also satisfy the absolute priority rule, and satisfaction of the absolute priority rule permits the Court to find the contract interest rate is appropriate in order to meet the "fair and equitable" test thereunder. *Id*. at 32-39.

5. **Fifth Circuit— Ultra Petroleum**. In *In re Ultra Petroleum Corp.*, 51 F.4th 138 (5th Cir. 2022) ("*Ultra II*"), *cert. denied*, 143 S. Ct. 2495 (2023), the debtors' plan likewise classified their unsecured noteholders as unimpaired and proposed to pay postpetition interest at the federal judgment rate rather than the higher contract default rate. A divided panel of the Fifth Circuit concluded that "the solvent-debtor exception is alive and well," *id.* at 156, and held that the solvent debtors were required to pay the noteholders their make-whole amount and postpetition interest at the contract rate in order to leave them unimpaired. *Ultra II* built on the Fifth Circuit's earlier decision in the same case, which observed that, "absent compelling equitable considerations, when a debtor is solvent, it is the role of the bankruptcy court to enforce the creditors' contractual rights." *In re Ultra Petroleum Corp.*, 943 F.3d 758, 765 (5th Cir. 2019) (citation omitted).

6. **Ninth Circuit— PG&E**. In *Ad Hoc Comm. of Holders of Trade Claims v. Pac. Gas & Elec. Co. (In re PG&E Corp.)*, 46 F.4th 1047 (9th Cir. 2022), *cert. denied*, 143 S. Ct. 2492

(2023), the Ninth Circuit reversed lower-court rulings that had limited unimpaired unsecured trade creditors of the concededly solvent PG&E to postpetition interest at the federal judgment rate. The court held that, subject to equitable considerations, a solvent debtor must pay unsecured creditors postpetition interest at the rates provided by their contracts to render them unimpaired under section 1124(1), explaining: "we join multiple sibling circuits in recognizing that the equitable solvent-debtor exception – and its core principle that creditors should be made whole when the bankruptcy estate is sufficient – persists under the Code." *Id.* at 1061. The Ninth Circuit further held that its earlier decision in *In re Cardelucci*, 285 F.3d 1231 (9th Cir. 2002), was inapposite because it interpreted the "legal rate" language of section 726(a)(5) – a provision that applies to impaired creditors through the best-interests test – and does not govern what an unimpaired creditor must receive under section 1124(1). *Id.* at 1056-57.

7. **Second Circuit— LATAM.** The Second Circuit reached the same legal conclusion in *TLA Claimholders Grp. v. LATAM Airlines Grp. S.A. (In re LATAM Airlines Grp. S.A.)*, 55 F.4th 377, 385–86 (2d Cir. 2022), ruling as a matter of first impression that the solvent-debtor exception – which requires a solvent debtor to pay pendency interest to unsecured creditors to render their claims unimpaired – survived the enactment of the Bankruptcy Code. The claimants in *LATAM* ultimately did not recover the interest they sought only because the bankruptcy court found, and the Second Circuit affirmed, that the particular obligor against which their claims ran was not itself solvent – a factual finding with no application here, where the Debtors do not and cannot dispute that this is a solvent, all-classes-paid-in-full case.

8. This authority is consistent with, and builds upon, decisions of the First and Sixth Circuits. *See UPS Cap. Bus. Credit v. Gencarelli (In re Gencarelli)*, 501 F.3d 1, 7 (1st Cir. 2007) (holding that prepayment penalties were recoverable from solvent estate by unsecured creditors to

the extent such were enforceable under applicable state law); *Official Comm. of Unsecured Creditors v. Dow Corning Corp. (In re Dow Corning Corp.)*, 456 F.3d 668, 680 (6th Cir. 2006) (remanding to bankruptcy court with instructions for finding whether debtor met its burden of proof that the equities required that unsecured creditors be paid interest only at non-default, fixed rate: "[T]here is a presumption that default interest should be paid to unsecured claim holders in a solvent debtor case."); *In re Chi., Milw., St. Paul & Pac. R.R. Co.*, 791 F.2d 524, 530 (7th Cir. 1986) ("To repeat an earlier point, which indeed is the main point in this opinion, when the debtor is solvent the judicial task is to give each creditor the measure of his contractual claim, no more and no less.").

B. THE ELEVENTH CIRCUIT HAS NOT ADDRESSED THE RATE QUESTION, BUT THE SOLVENCY EXCEPTION IS SETTLED IN THIS CIRCUIT, AND COURTS HAVE REQUIRED DEFAULT-RATE INTEREST AND REJECTED UNSUPPORTED RATES

9. ***The Solvency Exception Is Alive and Well in the Eleventh Circuit.*** The Eleventh Circuit has not yet addressed the specific question resolved by *Hertz*, *Ultra II*, *PG&E*, and *LATAM* – the rate of postpetition interest a solvent debtor must pay to render an unsecured class unimpaired. But the doctrinal foundation of those decisions is already settled law in this Circuit. The Eleventh Circuit has long recognized a solvency exception to the general rule that interest stops accruing on unsecured claims at the petition date. *See Equitable Life Assur. Soc'y v. Sublett (In re Sublett)*, 895 F.2d 1381, 1386 & n.13 (11th Cir. 1990); see also *Chem. Bank v. First Trust of N.Y. (In re Se. Banking Corp.)*, 156 F.3d 1114, 1119 (11th Cir. 1998) (observing that where the debtor proves solvent, an unsecured or undersecured creditor can expect to receive postpetition interest). Nothing in this Circuit's precedent conflicts with the out-of-circuit consensus described above; to the contrary, *Sublett* rests on the same equitable principle those courts applied – a solvent debtor may not use the bankruptcy process to retain a windfall at its unsecured creditors' expense.

If the estate can pay every class in full – as it can here – unsecured creditors are entitled to the postpetition interest their contracts or applicable non-bankruptcy law provide.

10. ***Applying Sublett, Scarborough Required Payment of Default-Rate Interest***. Bankruptcy courts in this Circuit have applied *Sublett*'s solvency exception to require payment of postpetition interest to unsecured creditors of solvent debtors at the rate provided by the parties' agreements. In *In re Scarborough*, 1992 WL 672983, at *3 (Bankr. M.D. Ga. Dec. 31, 1992), the court, relying on *Sublett*, held that because the debtor was solvent, the unsecured creditor was entitled to postpetition interest on its claim, and required payment of interest at the default rate provided under the parties' agreement. *Scarborough* thus applied in this Circuit, decades ago, the same rule the Second, Third, Fifth, and Ninth Circuits have now adopted: when the debtor is solvent, unsecured creditors receive their bargained-for rate, not a judicially substituted lower one.

11. *In re 431 W. Ponce De Leon, LLC*, 515 B.R. 660 (Bankr. N.D. Ga. 2014), cited by the Committee, merely holds that in applying the best-interests test of section 1129(a)(7), that the "legal rate" under section 726(a)(5) is the federal judgment rate. *Id.* at 675. That holding is inapposite here for the same reason *Cardelucci* is: section 726(a)(5) fixes the floor an impaired creditor must receive in a hypothetical chapter 7 liquidation and applies to an impaired, non-accepting creditor; it does not address – and no party in *431 W. Ponce* raised – what section 1124(1) requires of a plan that designates an unsecured class of a solvent debtor as unimpaired and denies it a vote.

C. RETENTION OF AVOIDANCE ACTIONS IN A SURPLUS CASE WHERE THE DEBTORS ARE SOLVENT IS INAPPROPRIATE

12. In at least two cases cited in the Committee's Limited Objection, bankruptcy courts examining the issue have concluded that avoidance actions in full-pay cases are not supportable:

a. *Adelphia Recovery Tr. v. Bank of America*, 390 B.R. 80, 97 (S.D.N.Y. 2008) (emphasis added; quoting H.R. Rep. No 595 at 117-18 (1977) ("As with

> Plaintiff's Fraudulent Transfer Claims, the Court finds that the [post confirmation trust] lacks standing to assert the Preference Claims, as the terms of the Plans establish as a matter of law that the creditors of the Obligor Debtors have been paid in full and do not stand to benefit from the ART's recovery on these claims under the facts alleged in the Amended Complaint.").

b. Where the "estate appear[ed] solvent and able to pay all claims in full without resorting to the avoidance," the estate had "no standing to pursue avoidance pursuant to § 550." *Dunes Hotel Assoc. v. Hyatt Corp. (In re Dunes Hotel Assoc.),* 194 B.R. 967, 986, 987 (Bankr. D.S.C. 1995).

13. In addition, the Fourth Circuit has ruled that in a surplus case, the debtor's avoidance action could not be supported under section 550(a) "for the benefit of the estate" where the case was a surplus case with the debtor having returned equity to himself because avoidance "would benefit only the debtor, not the unsecured creditors." *Wellman v. Wellman,* 933 F.2d 215, 218 (4th Cir. 1991).

14. Specifically where a plan classifies general unsecured claims as unimpaired, waiving avoidance actions in the plan is entirely appropriate:

Case	**Plan Provision**
In re Empire Generating Co., No. 19-23007 (Bankr. S.D.N.Y. Sept. 23, 2019)	"On the Effective Date, and except to the extent otherwise reserved in the Plan Supplement or the Sale Order, the Debtors shall be deemed to have released any and all Avoidance Actions and the Debtors and the Reorganized Debtors, and any of their successors or assigns and any Person acting on behalf of the Debtors or the Reorganized Debtors, shall be deemed to have waived the right to pursue any and all Avoidance Actions. No Avoidance Actions shall revert to creditors of the Debtors." Plan at § 4.16 (Release of Avoidance Actions) [Dkt. No. 304]
In re EV Energy Partners, No. 18-10814 (Bankr. D. Del. May 17, 2018)	"On the Effective Date, and except to the extent otherwise reserved in the Plan Supplement, the Debtors, on behalf of themselves and their estates, shall release any and all Avoidance Actions and the Debtors and the Reorganized Debtors, and any of their successors or assigns and any Entity acting on behalf of the Debtors or the Reorganized Debtors, shall be deemed to have waived the right to pursue any and all Avoidance Actions. No Avoidance Actions shall revert to creditors of the Debtors." Plan at Art. IV.P. [Dkt. No. 238]

In re Reddy Ice Holdings, No. 12-32349 (Bankr. N.D. Tex. May 18, 2012)	"Any Avoidance Actions under section 547 . . . against holders of Reddy Corp. Unsecured Operations Claims (regardless of whether such Claims are ultimately Allowed Claims) shall be deemed waived, released and discharged on the Effective Date." Plan at Art. IX.L [Dkt. No. 429]; Confirmation Order. at ¶ 54 [Dkt. 432]

15. Other debtors in surplus cases have recognized the futility of avoidance actions and waived them through a plan. *See*, *e.g.*, *In re Tuesday Morning Corp., et al*., No. 20-bk-31476 (Bankr. N.D. Tex. Nov. 18, 2020) [Dkt. No. 1633] (Plan at IV.P. provides: "Because the Debtors are proposing to pay all of their unsecured creditors in full, the Debtors will not pursue avoidance and recovery of preferential transfers under Bankruptcy Code § 547 and waive all rights to pursue preference actions under Bankruptcy Code § 547.").

16. Finally, in a case where unsecured creditors are receiving full payment, the fifth required element of section 547 is not met since the creditor the creditor would not be receiving a windfall. *In re Lawrence*, 82 B.R. 157, 160 (Bankr. M.D. Ga. 1988) ("Unless the assets in a bankruptcy estate are sufficient to provide in liquidation a one hundred percent distribution to creditors, any unsecured creditor holding an unsecured claim who receives a payment during the preference period is in a position to receive more than it would have in a Chapter 7 liquidation.").

[CONTINUED ON NEXT PAGE]

CONCLUSION

WHEREFORE, for the foregoing reasons, the Committee respectfully requests that the Court (i) modify the Plan to improve the Class 4 General Unsecured Claims' treatment to provide for true unimpairment with payment of appropriate interest at the Applicable Rate and waiver of Avoidance Actions, (ii) sustain the Limited Objection, and (iii) grant such other and further relief as the Court deems just and proper.

Dated: September 3, 2026.

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UNITED STATES BANKRUPTCY COURT
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ATLANTA DIVISION

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

CERTIFICATE OF SERVICE

I, Anna M. Humnicky, certify that I am over the age of 18 and on this date I filed and served copies of the foregoing *Supplmental Brief of the Committee of Creditors Holding Unsecured Claims to the Limited Objection to Debtors' Chapter 11 Plan* by using the Court's Electronic Case Filing program, which sends a notice of the above-listed document and an accompanying link to the document to the parties who have appeared in this case under the Court's Electronic Case Filing program, as indicated in **Exhibit A**.

This 3rd day of September 2026.

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