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

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

CREDITOR ANTHONY DAVIS' RESPONSE TO DEBTORS' OBJECTION TO PROOFS OF CLAIM FILED BY ANTHONY DAVIS

COMES NOW, Creditor Anthony Davis ("Creditor Davis"), through undersigned counsel, and responds to Debtors' Objection to Creditor Davis's proof of claim showing as follows:

I. Relevant Facts and Procedural Posture

Creditor Davis filed suit in the Northern District of Georgia on February 4, 2025, against Wellmade Industries MFR. N.A., LLC ("Wellmade") and one of its owners, Zhu "George" Chen ("Chen"). *Davis v. Wellmade Indus. MFR. N.A., LLC*, No. 4:25-cv-00030-WMR (N.D. Ga.) (the "District Court Action"). In the District Court Action, Davis asserts a claim of unlawful retaliation under 42 U.S.C. § 1981. The particular facts of that claim are as follows.

A. Davis is promised advancement, then passed over for a Chinese employee with no quality background.

Wellmade is, in origin, a Chinese company. (Am. Compl. ¶ 11.) Wellmade hired Davis, who is white and has nearly twenty years of related manufacturing experience, as a Customer Quality Engineer on or about September 30, 2024. (Ex. 4 - Davis Decl. ¶ 5.) Chen, Wellmade's President, told Davis that although he would start at a lower salary, he would be paid more once he built Wellmade's quality management system, and later promised to raise his salary from $70,000 to $100,000, plus a 10% bonus, once the system was complete. Then-COO John Bradford said the same. (*Id.* ¶¶ 7–10.) Davis started at about $77,000, including a 10% performance bonus. (*Id.* ¶ 6.) Bradford called him the "King of Quality" and introduced him to customers as the head of quality, and Chen promised he would be "quickly promoted." (*Id.* ¶¶ 8, 11–12.) Davis completed the system. (*Id.* ¶ 13.) Shortly before his termination, Chen praised it in front of about twenty employees. (*Id.* ¶ 14.)

Davis saw that when a management position opened at Wellmade, a Chinese employee simply began performing it, and non-Chinese employees had no chance to compete. (*Id.* ¶ 18.) When the Quality Director role opened around January 1, 2025, it went within days to Helen Zhang, a Chinese employee who, asked in front of coworkers, said she had no quality knowledge or experience. (*Id.* ¶¶ 15–16.)

B. Davis complains of race discrimination, and Wellmade responds by terminating his employment.

On January 3, 2025, Davis told Bradford and Wellmade's Human Resources Director, Waleska White, that Zhang's promotion was racial discrimination and that Chinese employees were routinely placed in management roles for which non-Chinese employees could not compete. (*Id.* ¶¶ 17–19.) His follow-up email described "racist, discriminating" intentions and complained that "American employees" were not given "equal rights . . . or opportunity for advancement that the Chinees [sic] staff have taken." (Ex. 5 – Davis Complaint Email to White)

White called Davis to her office on the next business day, January 6, 2025, and Davis recorded the meeting. (Davis Decl. ¶ 3; Ex. 1 –January 6 Meeting with White) White confirmed that the permanent Quality Director would also be Chinese and was "coming from China." (Ex. 1 at 3:04–5:00.) From the beginning of the meeting, White continuously asked Davis why he would want to stay employed with Wellmade, including: "I don't know if you'll be able to be happy here after this or succeed . . . . Do you really want to be here?" (*Id.* at 6:21–6:50, 14:48–15:35, 23:45–23:50.) She offered to "work out a deal with George and give [Davis] a couple months of pay." (*Id.* at 7:00–7:38.) When Davis said federal law protected his right to report discrimination, White agreed: "you're absolutely right. We have laws and regulations we have to follow." (*Id.* at 14:48–14:53, 20:38–21:41.) Referring to Chinese management, White added that "we have to teach them this is, you know,

U.S. soil." (*Id.* at 29:20–29:56.) Referring to Davis's email complaint, she also told Davis that he "wrote things that affected, you know, the fact of even you as an employee here." (*Id.* at 31:45–32:01.)

B. Chen Terminates Davis's Employment because of his Protected Complaints.

On January 7, 2025, in a second recorded meeting, speaking of Davis's complaints, Chen told Davis:

> These things... make me very surprised. Which is your claim is not support. It's not support. We can give you some... money so we can settle, so don't to fight each other. . . . You are man. You need some money to better life. So these times such kind of the unnecessary things, it's not because me, it's because you . . . . I hope you will have a very good conversation to settle. Some different opinions … we can hire you as a consultant, outside consultant, to build up the system.

(Ex. 2 – January 7 Meeting with White and Chen at 3:19–4:56.) Chen added a comment about his opinion of Davis before and after his protected report: "I'm very appreciative your hard work… even you report me - I see it, everything I see in this company. Before you do something like this, I'm very appreciative. But something happened." (*Id.* at 8:05–8:36.) Davis told Chen that he had exercised a right protected by federal law. Chen answered, "So when you sit down, settle. You take some money. We will consider hire you as a consultant." (*Id.* at 10:48–11:30.) Davis asked whether this meant dropping his EEOC charge and was told that doing so "was fine." (*Id.* at 11:26–11:52.) After Chen left, White explained: "he sees you

differently . . . he doesn't want to utilize you as an employee." She attempted to collect Davis's laptop and told him "they're letting you go now" before saying she would check with Chen again. (*Id.* at 16:03–16:14, 24:09–24:30.)

Davis rejected two severance offers, told White he was being retaliated against, and expressed that he was not quitting and would report to work. (Ex. 3 – January 9 Call with White; Ex. 6 – Original Severance Offer; Ex. 7 – Davis Email Rejecting Severance Offer; Ex. 8 – Davis Email Regarding Returning to Work). On January 12, 2025, White reaffirmed Wellmade and Chen's termination of Davis, emailing him that Wellmade had decided not to allow him to return to work, in order to "maintain a stable work environment for all [parties] involved," and, contradicting her earlier agreement with Davis's complaints, that Wellmade intended to defend against his "false accusations." (Ex. 9 – White January 12 Email; Ex. 2 at 7:45–8:36; Ex. 9).

D. Procedural posture.

Davis amended his complaint in the District Court Action on April 28, 2025. [D.C. Doc. 12.] On August 8, 2025, Wellmade filed a Suggestion of Bankruptcy in the District Court Action [Doc. 455 ¶ 8]. This Court approved the sale of Wellmade's assets on October 8, 2025 [Doc. 220], and the sale closed on November 7, 2025 [Doc. 259].

Davis filed Claim No. 4 for $3,000,000 on September 3, 2025, identifying the District Court Action as its basis. [Claim No. 4 at 2.] On October 22, 2025, he filed Claim No. 32, which amends Claim No. 4, asserts the same amount, and attaches the Amended Complaint. [Claim No. 32 at 1–2.] Davis then moved for relief from the stay so the District Court Action could proceed. [Docs. 383, 521.] The motion for relief from stay is ripe for ruling. Debtors filed the objection to Davis's proof of claim, on September 16, 2026. [Doc. 531.] It attaches only a proposed order, with no declaration, affidavit, or other evidence. [*Id.* at 10–13.]

II. Davis's Proof of Claim Was Properly Filed and is Prima Facie Valid

A proof of claim signed and filed in accordance with the Bankruptcy Rules is prima facie evidence of the claim's validity and amount. Fed. R. Bankr. P. 3001(f). A creditor must attach supporting documents only when the claim is "based on a writing." Fed. R. Bankr. P. 3001(c)(1). Davis's claim is a statutory retaliation claim under 42 U.S.C. § 1981. It does not rest on a note, invoice, account, or other instrument, so there was no writing to attach. *See* Fed. R. Bankr. P. 3001(c)(1); Official Form 410 (directing claimants to attach "documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements"). Claim No. 32 nonetheless attaches the Amended Complaint, and the Bar Date Order, which simply incorporates Rule 3001(c), and requires nothing more. (Obj. ¶ 17.)

Once a proper proof of claim is filed, the burden shifts to the objecting party to produce evidence sufficient to negate one or more of the facts in it. (Obj. ¶ 13 (citing *In re Allegheny Int'l, Inc.*, 954 F.2d 167, 173–74 (3d Cir. 1992)).) The claimant must do more only if the objector does so. *Walston v. PYOD, LLC (In re Walston)*, 606 F. App'x 543, 546 & n.6, 548 (11th Cir. 2015) (citing *In re Mobile Steel Co.*, 563 F.2d 692, 701 (5th Cir. 1977)) (an objector "cannot overcome the prima facie validity of the claims simply by objecting," but "must support his objections with evidence"). Even a documentation deficiency only strips prima facie validity; it "does not create a basis for disallowing the Claim[]." *Willis v. N. Star Capital Acquisitions LLC (In re Willis)*, No. 10-75584-MGD, 2010 Bankr. LEXIS 4735, at *6–7 (Bankr. N.D. Ga. Nov. 24, 2010).

The Objection offers no evidence at all. It attaches no declaration, affidavit, or document, only a proposed order. (Doc. 531 at 10–13 (Ex. A)). The only factual assertion in the objection, that Davis was fired for refusing to report to his supervisor (Obj. ¶ 21), is unsworn argument of counsel, and "[s]tatements by counsel in briefs are not evidence." *Skyline Corp. v. NLRB*, 613 F.2d 1328, 1337 (5th Cir. 1980). Wellmade's list of unsupported defenses (Obj. ¶ 22) changes nothing; mitigation, waiver, and unclean hands are affirmative defenses that turn on facts on which Wellmade and Chen bear the burden to proof. An objection of this nature cannot overcome a claim's prima facie validity. *See Walston*, 606 F. App'x at 548 (objector

who "submitted no evidence in support of his objections, much less evidence that negated any of the facts set forth in [the] proofs of claim," failed to rebut them). Even so, Davis now supplies an abundance of evidence establishing his claim (Exs. 1–9), as discussed below.

III. Davis's Claim: Wellmade is Liable for Retaliation under Section 1981

Section 1981 prohibits retaliation against an employee who complains of race discrimination. *CBOCS W., Inc. v. Humphries*, 553 U.S. 442, 457 (2008). Davis must show that he engaged in protected activity, that he suffered an adverse action, and that the two are causally connected. *Bryant v. Jones*, 575 F.3d 1281, 1307–08 (11th Cir. 2009). Causation under § 1981 means but-for causation. *See Comcast Corp. v. Nat'l Ass'n of African Am.-Owned Media*, 589 U.S. 327, 341 (2020). The evidence, much of it in Wellmade's own recorded words, establishes each element.

Davis engaged in protected activity when he complained that Wellmade was passing over non-Chinese employees in favor of Chinese employees with discriminatory intent. An employee engages in protected activity when he opposes a practice that he reasonably and in good faith believes violates § 1981. *Ariza v. SK C&C USA, Inc.*, No. 1:13-cv-841-ODE-AJB, Doc. 182 at 14 (N.D. Ga. Sept. 26, 2014); *see Little v. United Techs.*, 103 F.3d 956, 960 (11th Cir. 1997).

Section 1981 protects white employees as well as minorities, *McDonald v. Santa Fe Trail Transp. Co.*, 427 U.S. 273, 295–96 (1976), and it reaches

discrimination based on ancestry or ethnic characteristics, *Saint Francis Coll. v. Al-Khazraji*, 481 U.S. 604, 613 (1987). And the Civil Rights Act of 1991 "broadened the scope of § 1981, by making it applicable to all promotion claims." *Goodgame v. Am. Cast Iron Pipe Co.*, 75 F.3d 1516, 1518 (11th Cir. 1996); *see also Alexander v. Fulton Cnty.*, 207 F.3d 1303 (11th Cir. 2000) (affirming § 1981 failure-to-promote verdicts for white employees).

In *Ariza*, a white American employee of the Atlanta subsidiary of a Korean company complained that Korean employees were being favored for promotion. Doc. 182 at 2–5. The Northern District of Georgia held as follows:

> "Discrimination against someone for being Korean can constitute race discrimination under § 1981, because, as held in *Saint Francis*, discrimination on the basis of race includes discrimination on the basis of different ethnic groups. *Kim v. Dial Serv. Int'l, Inc.*, No. 96-CIV-3327, 1997 WL 5902, at *4 (S.D.N.Y. Jan. 8, 1997) . . . ; *Doe v. St. Joseph's Hosp.*, 788 F.2d 411, 418 (7th Cir. 1986) . . . If discriminating against someone because he is Korean sufficiently raises a claim of discrimination based on race, then the Court concludes that a claim of discrimination based on an individual not being Korean also does."

Ariza, No. 1:13-cv-841-ODE-AJB, Doc. 182 at 13–14 (N.D. Ga. Sept. 26, 2014) (citations omitted). The same reasoning applies to Wellmade's preference for Chinese employees. Indeed, the facts Davis reported would support a § 1981 discrimination claim in their own right. Davis had repeatedly been told he would lead the quality function, yet, like for other positions, without giving others the

opportunity to apply, the director position was awarded to a Chinese employee who admitted she had no quality background, and Wellmade planned to fill it permanently with another Chinese employee "coming from China." (Davis Decl. ¶¶ 10–11, 15–16; Ex. 1 at 3:04–5:00.) Davis only need show a reasonable, good-faith belief that discrimination had occurred or was occurring. *Little*, 103 F.3d at 960; *Ariza*, Doc. 182 at 14–15. Facts that would themselves establish discrimination clear that bar easily.

Davis's complaints left no doubt about what he was opposing. He told Wellmade's COO and HR Director that Zhang's promotion was "racial discrimination." He wrote that Wellmade had acted with "racist, discriminating" intentions, and he invoked the EEOC and federal law. (Davis Decl. ¶¶ 17–19; Ex. 5.) Wellmade's own HR Director told him he was "absolutely right." (Ex. 1 at 20:38–21:41.) That admission, *see* Fed. R. Evid. 801(d)(2)(D), confirms both that Davis's belief was objectively reasonable, *see Little*, 103 F.3d at 960, and that Wellmade understood his complaints as opposition to race discrimination, *see Brungart v. BellSouth Telecomms., Inc.*, 231 F.3d 791, 799 (11th Cir. 2000).

Wellmade fired Davis because of those complaints, and the recordings say so directly. A decisionmaker's remarks tying an adverse action to protected activity are direct evidence of retaliation. *See Merritt v. Dillard Paper Co.*, 120 F.3d 1181, 1189–91 (11th Cir. 1997). But the label matters little here, because the question is

simply whether the record as a whole shows that Wellmade fired Davis because he complained. *See Berry v. Crestwood Healthcare LP*, 84 F.4th 1300, 1310–11 (11th Cir. 2023). It does. Chen, Wellmade's President and owner, told Davis that he was being terminated for his complaint despite his good performance, saying Davis's termination was "not because me, it's because you," and that "[b]efore you do something like this, actually, I'm very appreciative. Okay. So but something happened." Chen clarified that "something" was Davis's complaints of racial and national origin-based discrimination, saying "These things make me very surprised... your claim is not support. Its not support." (Ex. 2 at 3:19–4:56, 7:45–8:36.)

White was just as plain. She told Davis that his complaints "affected . . . even you as an employee here," that Chen "sees you differently" and "doesn't want to utilize you as an employee." (Ex. 1 at 31:45–32:01; Ex. 2 at 15:47–16:14.) At the end of the meeting, she attempted to collect Davis's laptop and told him "they're letting you go now." (Ex. 2 at 24:09–24:30.) The timing confirms what the recordings show. Davis complained on January 3, was told he was being let go on January 7, and was barred from returning to work on January 12. (Davis Decl. ¶¶ 17, 22; Ex. 9.) In *Ariza*, a sixteen-day gap, together with testimony that the CEO considered the plaintiff and her complaint a "problem for the company," was enough to show causation. Doc. 182 at 25–26. Here the gap is four days, and the President's and HR Director's words are direct and on tape.

Against this record, the Objection offers only an unsworn and vague assertion that Davis was fired for refusing to report to his supervisor, plus a one-sentence list of defenses. (Obj. ¶¶ 21–22.) The contemporaneous evidence irreconcilably contradicts this false contention and it is the company's President and HR Director's recorded statements that establish the retaliatory basis of Davis's termination. Weeks before the firing, and again at the January 7 meeting, Chen praised Davis's work. (Davis Decl. ¶ 14; Ex. 2 at 3:19–4:56, 7:45–8:36.) Wellmade's January 12 email did not mention insubordination; rather, it mentioned Davis's discrimination complaints, stating the decision was made "to ensure a smooth process as the matter proceeds through the appropriate channels" and "to maintain a stable work environment." (Ex. 9.) Further, given this new allegation, an employer's shifting explanations are themselves evidence of pretext. *Hurlbert v. St. Mary's Health Care Sys., Inc.*, 439 F.3d 1286, 1298 (11th Cir. 2006). Davis never refused to do his job or to follow any instruction, and no one told him at the time that he was being fired for doing so. (Davis Decl. ¶ 23.) At most, Debtors' assertions raise "factual issues," as they themselves describe them (Doc. 455 ¶ 21; Doc. 527 ¶ 18), and unsworn assertions cannot rebut a claim's prima facie validity. *See Walston*, 606 F. App'x at 548.

IV. Damages: The Claim Is Conservatively Valued at $3,000,000

Davis seeks lost wages and benefits, damages for emotional distress, punitive damages, and attorneys' fees. (Am. Compl., Prayer for Relief.)[1] A § 1981 plaintiff "is entitled to both equitable and legal relief, including compensatory and, under certain circumstances, punitive damages." *Johnson v. Ry. Express Agency, Inc.*, 421 U.S. 454, 460 (1975). And because "Congress chose not to impose recovery caps on section 1981," Title VII's caps do not apply. *Faulk v. Dimerco Express USA Corp.*, 172 F.4th 844, 865 (11th Cir. 2026); *Bogle v. McClure*, 332 F.3d 1347, 1362 (11th Cir. 2003).

A. Lost wages, including the promised promotion.

Back pay restores the employee to the position he would have held absent the violation, including the raises and promotions he would have received. *Nord v. U.S. Steel Corp.*, 758 F.2d 1462, 1470 (11th Cir. 1985); *see Pollard v. E.I. du Pont de Nemours & Co.*, 532 U.S. 843, 848–50 (2001). Courts therefore measure back pay

[1] Count I of the Amended Complaint expressly alleges that Davis is entitled to punitive damages. (Am. Compl. ¶¶ 70, 74.). Davis also states he seeks punitive damages in his Initial Disclosures in the district court action. The omission of punitive damages from the Prayer for Relief is a scrivener's error. It does not limit Davis's recovery, because a final judgment "should grant the relief to which each party is entitled, even if the party has not demanded that relief in its pleadings." Fed. R. Civ. P. 54(c); *see Holt Civic Club v. City of Tuscaloosa*, 439 U.S. 60, 65–66 (1978); *Carter v. Diamondback Golf Club, Inc.*, 222 F. App'x 929, 931–32 (11th Cir. 2007) (per curiam) (in Title VII discrimination case, vacating district court's refusal to consider relief the complaint did not specifically request, where the complaint sought "such other relief as this Court deems just and proper"; Rule 54(c) "requires the district court to grant the relief to which each plaintiff is entitled, even if that relief is not requested in the complaint"); *Old Republic Ins. Co. v. Emp'rs Reinsurance Corp.,* 144 F.3d 1077, 1081 (7th Cir. 1998) (Rule 54(c) "limits the significance of Rule 8(a)(3)'s requirement of a demand for judgment once the litigation has begun by allowing the district court to grant the relief to which the prevailing party is entitled"). Although amendment is not necessary to preserve his right to punitive damages, Davis can and will readily obtain leave to amend his Complaint to make this notation in the prayer for relief.

by the higher salary of a promotion or raise the employee would have received but for the unlawful conduct. *Sowers v. Kemira, Inc.*, 701 F. Supp. 809, 826–27 (S.D. Ga. 1988) (backdating promotion in back-pay award); *Skirpan v. United Air Lines, Inc.,* No. 83 C 0447, 1989 U.S. Dist. LEXIS 8637, at *2–5 (N.D. Ill. July 20, 1989) (measuring back pay by raise withheld in retaliation for workers' compensation claim).

In estimating that salary, "uncertainties in determining what an employee would have earned but for the discrimination, should be resolved against the discriminating employer." *Pettway v. Am. Cast Iron Pipe Co.*, 494 F.2d 211, 260–61 (5th Cir. 1974). When back pay rests on "a deprivation of promotions," the court "must make a reasonable award based on the available data; absolute certainty is not expected." *Jepsen v. Fla. Bd. of Regents*, No. TCA 74-0177, 1982 U.S. Dist. LEXIS 18460, at *47–48 (N.D. Fla. Aug. 31, 1982) (Title VII promotion case); *Sowers*, 701 F. Supp. at 826 ("[u]nrealistic exactitude is not required"). The difficulty of calculating back pay is no reason to deny it. *Rasimas v. Mich. Dep't of Mental Health*, 714 F.2d 614, 626 (6th Cir. 1983); *see Welborn v. Reynolds Metals Co.*, 868 F.2d 389, 391 (11th Cir. 1989).

Davis's promotion was promised, not speculative. Chen promised to raise Davis's salary from $70,000 to $100,000, plus his 10% bonus, once the quality management system was complete, and Davis built it and was praised for it. (Davis

Decl. ¶¶ 9, 13–14.) Davis described that promise to White on tape, and she did not dispute it. (Ex. 1 at 11:30–12:16.) Before his termination, Davis earned about $77,000 a year, or $1,480.77 a week, including his 10% bonus. (Davis Decl. ¶ 6.) Since his termination, Davis has earned a total of approximately $123,112.75 in gross wages and currently earns approximately $1,750 a week. (*Id.* ¶¶ 24, 27.) Because Davis had completed the quality management system before his termination, he would have been earning the promised $110,000 a year ($2,115.38 a week) from the date of his termination. (*Id.* ¶ 26.) Crediting all of his interim earnings, and crediting all of his interim earnings, his lost wages are:

Period	**Pay but for termination**	**Actual pay**	**Lost wages**
Jan. 12, 2025 – Sept. 25, 2026	$187,966.62	$123,112.75	$64,853.87
Sept. 26, 2026 – Dec. 31, 2028 (projected trial)	$250,219.23 ($2,115.38/week)	$206,929.03 ($1,673.08/week through Sept. 27, 2026; $1,749.40/week after)	$43,312.01
		Total lost wages through trial	**$108,165.88**

Absent the termination, Davis would have earned the promised $2,115.38 a week, or $187,966.62 through September 25, 2026. Over the same period he actually earned $123,112.75, leaving lost wages to date of $64,853.87, which continue to accrue at $365.98 a week. If he remains in his current position through a projected trial date of December 31, 2028, he will lose an additional $43,312.01, for total lost

wages through trial of $108,165.88. (Davis Decl. ¶¶ 26–27.) Lost benefits and front pay in lieu of reinstatement are additional damages he will recover. These lost wages, together with Davis's emotional-distress damages, form the compensatory base against which punitive damages are measured. *See* Part IV.C.

B. Emotional distress: Davis's harm meets or exceeds the harm in *Bogle*.

The Eleventh Circuit follows the "fundamental principle . . . that the fact-finder determines the quantum of damages in civil cases." *Hudson v. Chertoff*, 473 F. Supp. 2d 1286, 1291 (S.D. Fla. 2007) (quoting *Hawkes v. Ayers*, 537 F.2d 836, 837 (5th Cir. 1976)). Review is deferential because "the harm is subjective and evaluating it depends considerably on the demeanor of the witnesses." *Ferrill v. Parker Grp., Inc.*, 168 F.3d 468, 476 (11th Cir. 1999). Emotional-distress damages need not be proved with a high degree of specificity and may be inferred from the circumstances. *Id.* No medical evidence or expert testimony is required. *Ash v. Tyson Foods, Inc.*, 129 F. App'x 529, 2005 WL 902044, at *6 (11th Cir. 2005). A plaintiff's own testimony suffices if it describes demonstrable distress caused by the discrimination. *Akouri v. Fla. Dep't of Transp.*, 408 F.3d 1338, 1345 (11th Cir. 2005).

Davis's emotional distress is severe. (Davis Decl. ¶¶ 28–36.) Since his termination, Davis has suffered persistent anxiety over the way he was fired, his unemployment and underemployment, and the financial damage that followed. (*Id.*

¶¶ 28, 35.) For most of 2025, Davis earned substantially less than he had at Wellmade, and he still earns less than the salary he was promised. (*Id.* ¶ 24.) He sleeps about four and a half hours a night with over-the-counter medication, and only one to two hours without it, because he cannot stop thinking about his finances and how he was fired. (*Id.* ¶ 33.) He also suffers from abdominal pain diagnosed as stress ulcers; without medication, he has significant cramping, stomach pain, and severe indigestion. (*Id.* ¶ 34.)

The harm has reached every part of his life. After his termination, Davis suffered symptoms of depression, including a persistently dark and low mood, a loss of drive and motivation, and withdrawal from the people around him. (*Id.* ¶ 29.) Although he is by nature outgoing, and his career is built on audits, presentations, and working with people, he stopped spending time with his friends. (*Id.* ¶ 30.) He was no longer the engaged father his two teenage sons had known, he could no longer afford the trips he used to take with them, and he stopped hosting holidays. (*Id.* ¶ 31.) He sought treatment from a therapist but could afford only three visits. (*Id.* ¶ 32.) He was also humiliated. Weeks after Chen praised his work in front of about twenty coworkers, Chen treated his discrimination complaint as the problem and tried to pay him to go away, telling him, "You are man. You need some money to better life." White then collected his laptop, and Wellmade barred him from

returning to work when Davis rejected Chen's paltry offer. (*Id.* ¶ 36; Ex. 2 at 3:19–4:56, 24:09–24:30.)

In *Bogle*, seven white librarians were transferred because of their race. The jury awarded each $1,000,000 for emotional distress, and the district court reduced each award to $500,000. 332 F.3d at 1354, 1358–59. The librarians testified that they felt "embarrassed, humiliated, stunned, confused, angry, frightened, discouraged, and betrayed," and some became depressed. *Id.* at 1358–59. The Eleventh Circuit affirmed, holding that "a plaintiff's own testimony of embarrassment and humiliation can be sufficient." *Id.* at 1359. Adjusted for inflation, each $500,000 award is about $951,000 today. *See* U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) (2002 annual average; Sept. 2026); *cf. Faulk*, 172 F.4th at 861 (comparing emotional-distress awards "adjusted for inflation").

This April, the Eleventh Circuit held that *Bogle* "controls" review of emotional-distress awards in race cases and affirmed $300,000 for a rejected job applicant who never worked for the defendant, offered no "external evidence of emotional distress," and testified mainly that he was "upset," "angry," and that it was "the hardest thing for me." *Faulk*, 172 F.4th at 852, 858, 861–62 (affirming denial of remittitur, No. 1:21-cv-1850-MLB, Doc. 220 at 37–39 (N.D. Ga. July 10,

2024)). It rejected the argument that *Bogle* applies only to career-ending discrimination. *Faulk*, 172 F.4th at 861.

Davis's distress is as great as the librarians', if not greater, and far greater than Faulk's. The *Bogle* librarians were transferred. Davis was fired and told that his discrimination complaint was the reason. In so doing, Davis was subjected to the humiliation and shock of not only having it flatly affirmed by Wellmade and Chen that he could be denied a job he had earned because of his race, but that he could also be fired on the spot for objecting to discrimination. Unlike the plaintiffs in *Bogle* and *Faulk*, he has physical symptoms, including stress ulcers and severe sleep loss. He has also suffered severe financial impact and associated and ongoing anxiety. A jury could reasonably award well over $950,000 in emotional distress, in the range of the inflation adjusted *Bogle* awards. *See also Kingston v. Int'l Bus. Machs. Corp.*, No. C19-1488 MJP, 2021 WL 2662216, at *6 (W.D. Wash. June 29, 2021) ($6,000,000 emotional-distress award upheld in race case); *Tuli v. Brigham & Women's Hosp.*, 656 F.3d 33, 44–47 (1st Cir. 2011) ($1,600,000); *Anderson v. Am. Airlines, Inc.*, 352 F. App'x 182 (9th Cir. 2009) ($1,000,000).

C. Punitive damages: a jury may reasonably award more than the $3,000,000 affirmed in *Faulk*.

Punitive damages are the largest component of Davis's claim. Davis expects that a jury may award more than the $3,000,000 in punitive damages awarded in *Faulk*, given how unequivocally the evidence shows that Wellmade's owner and top

Human Resources Professional acted in knowing defiance of the law after Davis told him it was illegal.

Punitive damages are available when the employer acts with "malice or with reckless indifference" to federal rights, meaning with "knowledge that it may be acting in violation of federal law." *Kolstad v. Am. Dental Ass'n*, 527 U.S. 526, 535–36 (1999). Davis told White and then Chen that federal law protected his complaint, and White agreed he was "absolutely right." He told Chen the same thing; Chen answered that Davis should "settle" and "take some money," and Wellmade fired him days later. (Ex. 1 at 14:48–14:53, 20:38–21:41; Ex. 2 at 8:38–11:05; Ex. 9.) Because Chen is Wellmade's owner and President, his malice is Wellmade's.

Due process forbids grossly excessive punitive awards. *Goldsmith*, 513 F.3d at 1282. Courts therefore consider three guideposts: (1) the degree of reprehensibility of the defendant's misconduct; (2) the ratio between the harm suffered and the punitive award; and (3) the difference between the punitive award and civil penalties authorized or imposed in comparable cases. *BMW of N. Am., Inc. v. Gore*, 517 U.S. 559, 574–75 (1996); *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 418 (2003). Each supports a large award here.

Reprehensibility. Reprehensibility is the dominant consideration. *Goldsmith*, 513 F.3d at 1283. Courts weigh five factors: (1) whether the harm was physical rather than economic; (2) whether the conduct showed indifference to or reckless

disregard of the health or safety of others; (3) whether the target was financially vulnerable; (4) whether the conduct involved repeated actions or was an isolated incident; and (5) whether the harm resulted from intentional malice, trickery, or deceit, or from mere accident. *Id.* Intentional race discrimination is "especially reprehensible" and may justify "a more substantial punitive damages award." *Flores v. City of Westminster*, 873 F.3d 739, 760 (9th Cir. 2017). In *Faulk*, Judge Brown found four of the five factors satisfied and upheld the $3,000,000 award. *Faulk*, Doc. 220 at 41–48. The Eleventh Circuit found three and affirmed. *Faulk*, 172 F.4th at 862–64 (11th Cir. 2026). Here, at least four favor Davis. The first factor favors Davis because the Eleventh Circuit treats emotional harm as physical, not economic, harm, *id.* at 863, and Davis's harm also has physical manifestations. The third factor, financial vulnerability, favored the employer in *Faulk*, where the plaintiff quickly found comparable work. *Id.* at 863. Here it favors Davis. Davis went through unemployment followed by significant underemployment and into debt, and Chen exploited that vulnerability: "You are man. You need some money to better life. . . . settle. You take some money." *See Myers v. Cent. Fla. Invs., Inc.*, 592 F.3d 1201, 1220 (11th Cir. 2010) (employer "injected a sense of financial vulnerability").

The fourth factor, repeated conduct, strongly favors Davis. Over nine days, Wellmade repeatedly pressed Davis to leave, made three money offers, conditioned his future on a settlement, fired him, and barred his return, all as part of a practice of

reserving management positions for Chinese employees. *Cf. Goldsmith*, 513 F.3d at 1283–84 ("pattern of retaliatory and discriminatory misconduct"). The fifth factor, intentional malice and deceit, also strongly favor Davis as Wellmade acted after being told its conduct was illegal and then papered over it, attributing the firing to a "stable work environment" and dismissing Davis's complaint as "false accusations." (Ex. 9; Am. Compl. ¶ 54); *see Faulk*, 172 F.4th at 863–64. Only the second factor, disregard for the health or safety of others, does not apply here. *See Williams v. First Advantage LNS Screening Sols. Inc.*, 947 F.3d 735, 751–52 (11th Cir. 2020).

Ratio. Judge Brown rejected the argument that a "substantial" compensatory award requires a 1-to-1 ratio, noting that the Eleventh Circuit treats that language in *State Farm* as dicta. *Faulk*, Doc. 220 at 49–51. The Eleventh Circuit has "never held a single-digit ratio unconstitutionally excessive when a defendant's conduct involved a high degree of reprehensibility." *Id.* at 864. It affirmed a ratio of 7.69 to 1 in *Faulk* and 9.2 to 1 in *Goldsmith*, a § 1981 retaliation case. 513 F.3d at 1283–84. On about $108,000 in lost wages and $500,000 to $951,000 in emotional-distress damages, a $3,000,000 punitive award would be a ratio of 5 to 1 or lower. At the *Faulk* ratio, the same compensatory base would support $4,700,000 or more.

Comparable penalties and awards. Title VII's caps do not limit § 1981 awards, because Congress chose not to cap recovery under § 1981. *Faulk*, 172 F.4th at 865; *Faulk*, Doc. 220 at 51–52; *Goldsmith*, 513 F.3d at 1284–85. *Faulk*'s

$3,000,000 award is about $3,285,000 today, and the *Bogle* punitive awards averaged about $1,900,000 per plaintiff, about $3,485,000 today. *Faulk*, 172 F.4th at 864. *See also Diaz v. Tesla, Inc.*, 697 F. Supp. 3d 906 (N.D. Cal. 2023) (on retrial after the plaintiff declined a remittitur, upholding a $3,000,000 punitive award on $175,000 in compensatory damages for race harassment under § 1981); *Menninger v. PPD Dev., L.P.*, No. 1:19-cv-11441-LTS, Doc. 193 (D. Mass. 2023) ($10,000,000). Especially given the video evidence, a jury could reasonably find Wellmade's conduct at least as reprehensible as that in *Faulk* and award more than $3,000,000.

D. Attorneys' fees and total value.

Davis may also recover attorneys' fees and costs in the District Court action and will do so. 42 U.S.C. § 1988(b). With $108,000 in lost wages, $951,000 or more in emotional-distress damages, and $3,000,000 or more in punitive damages, the claim exceeds $4,000,000. The $3,000,000 asserted is conservative.

E. Reservation of rights.

Davis files this Response subject to, and without waiving, every right reserved in his Notice of Appearance [Doc. 314] and asserted in his Motion for Relief from Stay [Doc. 383] and Supplemental Memorandum [Doc. 521]. These include his right under 28 U.S.C. § 157(b)(5) to have his personal injury tort claim tried in the District Court, his right to a jury, and his right to final orders from an Article III judge. The

Objection calls this a core proceeding, and its Proposed Order recites that this Court may enter a final order "consistent with Article III." (Obj. ¶ 1; Doc. 531 at 11–12.) Davis does not consent to either, or to this Court liquidating or estimating his claim. He presents the evidence above only to show that the claim is valid and conservatively valued. *See Stern v. Marshall*, 564 U.S. 462, 479–82 (2011); *Wellness Int'l Network, Ltd. v. Sharif*, 575 U.S. 665, 685 (2015).

Davis again respectfully submits that his motion for relief from stay should be granted for the reasons provided in that motion.

VI. Conclusion

Davis respectfully requests that the Court (1) overrule the Objection; (2) alternatively, hold the Objection in abeyance pending liquidation of the claim in the District Court Action; (3) grant Davis's Motion for Relief from Stay [Doc. 383]; and (4) grant such other relief as is just.

Respectfully submitted, this 15th day of October, 2026.

THE WORKERS' FIRM

/s/ V. Severin Roberts
V. Severin Roberts
Georgia Bar No. 940504
Patrick Reid
Georgia Bar No. 888769
The Workers' Firm
7000 Central Parkway, Suite 1100
Atlanta, GA 30328
(404)-382-9660
severin@theworkersfirm.com

patrick@theworkersfirm.com

Counsel for Creditor Anthony Davis

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

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

CERTIFICATE OF SERVICE

I hereby certify that on this day, I electronically filed the foregoing, together with exhibits able to be filed, with the Clerk of Court using the CM/ECF system, which will automatically send email notification of such filing to all attorneys of record, and served a copy by email on Debtors' counsel, John D. Elrod (elrodj@gtlaw.com) and Allison J. McGregor (Allison.McGregor@gtlaw.com), Greenberg Traurig, LLP, Terminus 200, 3333 Piedmont Road NE, Suite 2500, Atlanta, Georgia 30305. I also certify that this same day, the video exhibits not able to be filed on the Court's CM/ECF system will be sent to the Clerk of Court and Debtors' counsel.

This 15th day of October, 2026.

THE WORKERS' FIRM

/s/ V. Severin Roberts
V. Severin Roberts
Georgia Bar No. 940504

Patrick Reid
Georgia Bar No. 888769
The Workers' Firm
7000 Central Parkway, Suite 1100
Atlanta, GA 30328
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Counsel for Creditor Anthony Davis

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

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

DECLARATION OF ANTHONY DAVIS

1.

My name is Anthony Davis. I am over the age of eighteen and suffer from no legal disability that would prevent me from preparing, understanding, or signing this Declaration. I make this Declaration based on my own personal knowledge.

2.

I submit this Declaration to explain how and why Wellmade Industries MFR. N.A., LLC ("Wellmade") terminated my employment and the harm my termination has caused me. It is not intended to describe everything that occurred. It supplements the recordings and documents submitted to the Court with it.

3.

I recorded three conversations that are being submitted to the Court: (a) an in-person meeting with Waleska White, Wellmade's Human Resources Director, on January 6, 2025; (b) a meeting with White and Wellmade's President, Zhu "George"

Chen, on January 7, 2025; and (c) a telephone call with White on or about January 9, 2025. The recordings submitted to the Court are true, accurate, and unaltered recordings of those conversations.

4.

The other exhibits submitted with this Declaration are true and accurate copies of emails I sent or received concerning my complaints of discrimination and retaliation and my termination.

My Employment at Wellmade

5.

Wellmade hired me as a Customer Quality Engineer, and I began work on or about September 30, 2024. I have nearly twenty years of related manufacturing experience, including more than fifteen years in quality roles.

6.

When Wellmade terminated me, my base salary was $70,000 per year, and I was eligible for a bonus of 10% for meeting my performance indicators, which I was meeting when I was terminated. My total annual compensation was approximately $77,000. Wellmade also provided me with health, dental, and vision insurance and 401(k) contributions, which I lost when I was terminated.

7.

During the interview process, Chen told me that I would start at a lower salary, but that I would be paid more once I built Wellmade's quality management system and proved myself.

8.

Chen repeated that promise during my employment. He also told me multiple times that I would be quickly promoted.

9.

Chen specifically promised that, once the quality management system was complete, he would raise my salary from $70,000 to $100,000, plus the 10% bonus. I described that promise to White during the January 6, 2025, meeting that I recorded, and she did not dispute it.

10.

During the interview process, Wellmade's then-Chief Operating Officer, John Bradford, likewise told me that my compensation would be increased once the quality management system was completed. Bradford also told me that I would grow at Wellmade and promised me a higher position with more pay.

11.

Throughout my employment, Bradford made clear that I would lead quality at Wellmade. He told me I was going to be the "King of Quality," stated in front of

Chen that I was in charge of quality, and introduced me to customers as the person in charge of quality.

12.

Other Wellmade employees, including an employee based in Oregon, Richard J. Quinlan, also introduced me to customers as the person in charge of quality.

13.

I built Wellmade's quality management system. Using Wellmade's SharePoint software, I designed and built a quality management system database. Employees on the production floor logged into the system to enter specifications and measurement values, and the system recorded that data in a log.

14.

In or around late December 2024, shortly before the company's holiday break, Wellmade held a meeting of the quality staff and members of management, approximately twenty people including Bradford, about the launch of the system. At that meeting, Chen told the group that I was bringing the company into the future with the system and praised my work in front of everyone present. Chen also praised my work on the system during the January 7, 2025 meeting that I recorded.

The Quality Director Position and My Complaints of Discrimination

15.

On or about January 1, 2025, the Quality Director position became available. I had told Bradford that I was interested in the role, and Bradford had told me I would be promoted to it. On January 3, 2025, however, Helen Zhang, a Chinese employee, told me that she would be over me and the Quality department. When I asked whether she was sure and whether Chen had told her that, she said yes. On January 6, 2025, White told me that I fit the mold for the Director position and that she and others wanted to see me in it, but that Zhang was in the role temporarily and another Chinese employee would permanently take it over.

16.

In front of multiple people in the front office, Zhang was asked whether she had any quality knowledge or experience, and she said no.

17.

On or about January 3, 2025, I told Bradford that I believed Zhang's promotion was racially discriminatory and that Wellmade had a practice of giving management positions to Chinese employees. That same day, I told White the same thing in person. At 1:16 p.m., I followed up with a written complaint to White, copying Bradford.

18.

I believed this because, among other reasons, I had seen other management positions at Wellmade filled by Chinese employees without non-Chinese employees being given a fair and equal opportunity to compete for them, including the managerial position over the shipping department.

19.

That same day, I also reported to White that Zhang's selection was racial discrimination and that I had routinely seen Chinese employees placed in management roles that non-Chinese employees were not given an opportunity to compete for. I also reported that Chinese managers routinely screamed at and were aggressive toward non-Chinese employees, including me.

20.

I told Wellmade that federal law protected my right to report discrimination. I told White so during our January 6, 2025 meeting, and she agreed that I was right. I told Chen the same thing during the January 7, 2025 meeting. In my January 3 email, I asked that I not be retaliated against under federal law.

21.

Instead of addressing my complaint, Chen told me during the January 7, 2025 meeting that I should settle and take money, and that Wellmade would consider hiring me as an outside consultant.

22.

Within days of my complaints, Wellmade terminated my employment, as the recordings and emails submitted with this Declaration show. On January 7, 2025, after Chen left the meeting, White told me I was being let go. Wellmade then offered me severance, and I rejected its offers. On or about January 8, 2025, I wrote to White that my answer was no, that I would rather continue working for Wellmade at my current salary, that I had exercised my right to report discrimination, and that the company had resorted to retaliation. On January 12, 2025, White emailed me that Wellmade would not allow me to return to work. That evening, I replied asking her to confirm that Wellmade was terminating my employment.

23.

Wellmade now asserts that it terminated me because I refused to follow my supervisor's direction. I did not refuse to do my job or to follow any instruction. When Wellmade told me on January 12, 2025 that I would not be allowed to return to work, the reason it gave in writing was to "maintain a stable work environment for all [parties] involved." No one told me at that time that I was being terminated for refusing to follow a supervisor's direction.

My Employment after My Termination

24.

Since my termination, I have earned a total of approximately $123,112.75 in wages through September 25, 2026. In 2025, I earned substantially less than I would have earned had I remained employed at Wellmade.

25.

On October 14, 2025, I began my current position at a salary of $87,000 per year. Effective September 28, 2026, my salary increased to $91,000 per year.

26.

Chen promised to raise my salary to $100,000, plus my 10% bonus, once the quality management system was complete. The system was complete and in use before my termination. Had Wellmade paid me that promised compensation of $110,000 per year from the date of my termination, I would have earned approximately $187,967 through September 25, 2026, and approximately $438,186 through December 31, 2028. From the date of my termination from Wellmade through September 25, 2026, I have earned approximately $123,112.75 in gross wages. Thus, my lost wages to date are approximately $64,854, and they continue to accrue at a rate of approximately $366 per week through trial.

27.

I started the job I currently hold on October 14, 2025. In this position, I make approximately $1,750 per week, which is approximately $366 per week less than the promised $110,000. Assuming I remain employed at my current pay through a trial date of December 31, 2028, I will lose approximately $43,312 more, for total lost wages from my termination through trial of approximately $108,166.

The Harm My Termination Has Caused Me

28.

My termination caused me severe emotional distress, including persistent anxiety about the way I was fired and about my financial situation.

29.

After my termination, I suffered symptoms of depression, including a persistently dark and low mood, a loss of drive and motivation, a pervasive loss of trust, and withdrawal from the people around me.

30.

This was a profound change for me. I am by nature an open and outgoing person, and my career is built on working with people: conducting audits, giving presentations, and working with customers and coworkers. After my termination, I withdrew. I stopped participating in my social life and stopped spending time with my friends.

31.

My termination also affected my relationship with my two teenage sons. I was no longer the upbeat, engaged father they had always known. Before my termination, I regularly took them on trips. After my termination, I could no longer afford vacations, and we stopped taking them. I also stopped hosting holidays at my home because I no longer wanted to be around others. My family is deeply important to me, and losing that time with my sons has been painful.

32.

After my termination, I sought treatment from a therapist, Stephani Morss. Unfortunately, after three visits with my therapist, I had to stop because I could no longer afford them.

33.

My termination has also caused me ongoing insomnia. I take over-the-counter sleep medication. With it, I typically sleep about four and a half hours a night; without it, I sleep only one to two hours. I cannot sleep because I cannot stop thinking about my financial situation and the way Wellmade terminated me.

34.

I continue to suffer from abdominal pain that my doctor, Dr. Robert Madden, diagnosed as stress ulcers. Without medication for the ulcers, I have significant cramping, stomach pain, and severe indigestion.

35.

My termination also caused me serious financial harm. My monthly obligations were based on my Wellmade income, and when that income stopped, I could not keep up with my bills. To cover my living expenses, I had to rely on credit cards and loans.

36.

Being fired this way was humiliating. Only weeks earlier, Chen had praised my work in front of about twenty of my coworkers. After I reported discrimination, Chen treated my complaint as the problem and tried to pay me to go away, telling me, “You are man. You need some money to better life.” White then collected my laptop and told me I was being let go, and Wellmade barred me from returning to work. I did what I believed was right, and I lost my job and my livelihood because of it.

I have read the foregoing declaration and declare under penalty of perjury that it is true and correct.

Anthony Davis

10/14/2026

Date

FW: Discrimination

From: Anthony Davis
Sent: Friday, January 3, 2025 1:16 PM
To: Waleska White <WaleskaW@wellmademfr.com>
Cc: John Bradford <JohnB@wellmademfr.com>
Subject: Discrimination

Waleska,

Per our conversation earlier today I wanted to send a follow up email and document a discussion I had with Helen Zhang right before lunch.

I was approached by Helen Zhang right before lunch and told she would be over myself and the Quality department so she would be getting with us. I asked if she was sure and if George told her that, and she replied yes. It seems there was secret meetings with Chinees staff only that excluded American employees, this seems to happen a lot. Now many changes have been made leaving American employees in the dark and not giving equal rights to voice their opinion or opportunity for advancement that the Chinees staff have taken.

Delete Reply Forward Move More

FW: Discrimination

Helen Zhang was asked in front of multiple people in the front office if she had any quality knowledge or experience and she replied no leaving me to future believe Wellmade has racist, discriminating attentions. It is very unfair and takes a toll on someone giving their all to a company. I have invested a lot, built databases that would cost in the thousands for Wellmade and not given equal opportunity to advance when I was guaranteed advancement.

I would like for this email to serve as my official complaint of discrimination under US code Section 2302(b) of Title 5.

I also ask my legal rights to file this complaint not be violated and not be subject to retaliation by Wellmade under federal law US code Section 15(a)(3)

I have also submitted an inquiry to the EEOC Equal Employment Opportunity Commission on this matter.

Thank you

Delete Reply Forward Move More

FW: Discrimination

When interviewing and deciding to come to work for Wellmade it was under the guarantee of equal employment opportunity in the workplace and advancement. I was also lured by the fact of receiving a bonus to make up for loss salary when meeting KPI's. This verbiage is in my offer letter and now at the end of the year I also have not received a bonus while exceeding KPI's. I feel manipulated and discriminated against which has impacted me physically and mentally. From my understanding the Chinees staff is funded to come to America by Wellmade , given a place to live, provide groceries, transportation, and top manger positions with a salary while treating American employees very poorly and abusively.

Since being at Wellmade I feel there is not equal employment opportunity, and I have been put in some racist situations by the Chinees management. I have been screamed at, stood over, fingers in my face by the Chinees staff at Wellmade and they continue to thrive in the company and stay in positions of authority. The Chinees mock American employees, speak in Chinees unwilling at times to tell the American employees what they are saying. Since being at Wellmade I have not seen any job postings or opportunity for Americans to apply for upper positions, they are always just given to Chinees personnel.

Delete Reply Forward Move More

12:25 S 58%

RE: Severance Agreement II A...

Waleska White
To: Me & 1 more

Jan 8

Dear Anthony,

As discussed, attached is the severance agreement for your review. Please note that the deadline to respond is January 10, 2025, by 5 PM. If you have any questions or need clarification, feel free to reach out.

Thank you.

Best regards,

谢谢,

Respectfully,

Waleska White

Write a reply...

Delete Reply Reply all Forward More

RE: Severance Agreement II A...

Waleska,

My answer is no.

I would rather continue working for Wellmade under my current salary.

Wellmade has damaged me from other employment and used me to build a database worth over $50,000 that was not in my contract.

I was guaranteed by the COO of Wellmade to grow at Wellmade and was promised a higher position with more money that was given to a Chinese employee with less experience.

I exciresd my right to report discrimination in the work place and ask for equal opportunity.

Instead of ensuring equal opportunity in the work place the company has now resorted to retaliation. The company has taken adverse action against me in many ways:
1. First tried coherce me that I should think about my family and to talented to be working somewhere I'm not happy.
2. Second removing me from under the COO and putting me under different management to be demoted.
3. Third Trying to pay me off with a small amount

Write a reply...

Delete Reply Reply all Forward More

of money once again talking about I needed to do it for my family. Using references like your a "man" , " you need money for your children".
4. Fourth I am asumming from what the president said you will try to terminate me anyway for rejecting your offer.

This is clear discrimination and retaliation, I have every conversation we have had documented and it is very concerning when references are made about your family also while a company is trying to pressure you.

I also have it documented were the COO of the company referenced the president making a racist remark to him, now it seems he has been demoted also from COO to salesman.

I have been damaged by Wellmade and it is going to be very hard for me to start my career over. I will accept $100,000 to help me and my family put things back together.

I believe the state of Georgia gives all kind of tax breaks, incentives, and special criteria for foreign start up companies like Wellmade with the expectation of jobs being created bring economical growth to the area and equal opportunity for everyone.

I have conducted myself professionally and in

Write a reply...

Delete Reply Reply all Forward More

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I have conducted myself professionally and in good faith to Wellmade.

The deadline will be January 10th 9am to respond to my offer.

Regards,

Anthony Davis

Write a reply...

Delete Reply Reply all Forward More

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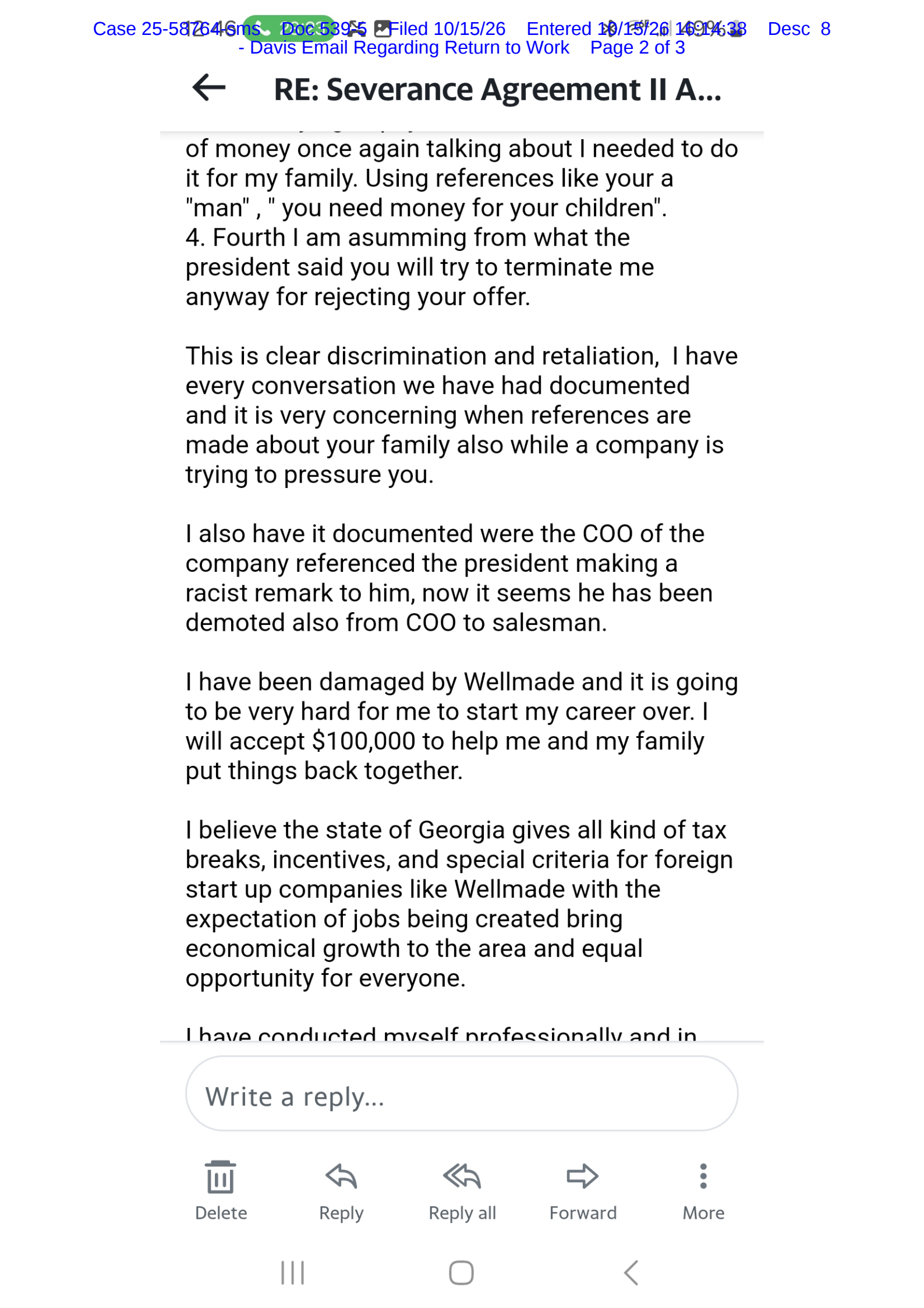
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RE: Severance Agreement II A...

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Regards,

Anthony Davis

Write a reply...

Delete Reply Reply all Forward More

12:28 57%

RE: Severance Agreement II A...

Waleska White
To: Me & 5 more

Jan 12

Good Evening, Anthony,

Thank you for your email.

After careful consideration, we have decided not to allow you to return to work. This decision was made to ensure a smooth process as the matter proceeds through the appropriate channels. Please be assured that this action is not retaliatory in nature and is intended to maintain a stable work environment for all parties involved.

We understand your decision to decline the $20,000 offer and acknowledge your preference to let the EEOC and legal representatives handle the matter moving forward. Wellmade is committed to adhering to all applicable laws and will fully cooperate with the process. Additionally, we intend to vigorously defend against these false accusations and are prepared to present our case as needed.

Write a reply...

Delete Reply Reply all Forward More