

Fill in this information to identify the case:

Debtor 1 Tehum Care Services, Inc. d/b/a Corizon Health, Inc.

Debtor 2: _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas

Case number 23-90086

Official Form 410
Proof of Claim

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Billie Mancell
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Brett Duke</u> Name	_____ Name
<u>6350 Escondido A14</u> Number Street	_____ Number Street
<u>El Paso TX 79912</u> City State ZIP Code	_____ City State ZIP Code
Contact phone <u>915-875-0003</u>	Contact phone _____
Contact email <u>brettduke@brettduke.com</u>	Contact email _____

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4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

KURTZMAN CARSON CONSULTANTS Uniform claim identifier for electronic payments in chapter 13 (if you use one):



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 1,000,000.00 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
discrimination and retaliation law suit attached

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.


I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 04/15/2023
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Brett Duke
First name Middle name Last name

Title Attorney

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 6350 Escondido A14
Number Street

El Paso TX 79912
City State ZIP Code

Contact phone 915-875-0003 Email brettduke@brettduke.com

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KURTZMAN CARSON CONSULTANTS

STATE OF NEW MEXICO
COUNTY OF DONA ANA
THIRD JUDICIAL DISTRICT

BILLIE MANCELL,

D-307-CV-2020-01049

Plaintiff,

Beyer, Marci

v.

BOARD OF COUNTY COMMISSIONERS OF
DONA ANA COUNTY, ANTHONY EBERWINE,
JOSHUA FLEMING, G4S SECURE SOLUTIONS USA, INC.,
ALEJANDRO BOOTH, and CORIZON HEALTH, INC.,

Defendants.

**COMPLAINT FOR DISCRIMINATION, SEXUAL HARASSMENT, HOSTILE WORK
ENVIRONMENT, STATUTORY RETALIATION, COMMON LAW RETALIATORY
DISCHARGE, AND WRONGFUL TERMINATION WITH SIX PERSON JURY
DEMAND**

1. Plaintiff complains of discrimination, sexual harassment, hostile work environment, statutory retaliation, common law retaliatory discharge, and wrongful termination.

Parties

2. Plaintiff is an individual, sex and gender female, resident of the State of New Mexico, and Citizen of the State of New Mexico. Plaintiff is an employee within the meaning of the New Mexico Human Rights Act, codified at NMSA 1978, Section 28-1-1 (2020), et seq, (HRA). Plaintiff was a person in the employ of an employer. See NMSA 1978, § 28-1-2(E). Plaintiff was employed by Defendants Dona Anna County ("DAC"), G4S Secure Solutions USA, Inc. ("G4S") and Corizon Health, Inc. ("Corizon"). Defendants DAC, G4S, and Corizon were also Plaintiff's joint employer. Plaintiff is a public employee within the definition of the Whistleblower Protection Act, codified at NMSA 1978, Section 10-16C-1 (2020), et. seq. ("WPA"), as she was a person who worked for or contracted with a public employer, specifically DAC. See NMSA 1978, § 10-

16C-2(B). Plaintiff is also an employee within the meaning of common law.

3. Defendant DAC may be served with process by serving the county clerk of Dona Ana, Amanda Lopez Askin, at 845 N. Motel Blvd., Las Cruces, New Mexico 88007 and by delivering a copy of the complaint to the New Mexico Attorney General Hector Balderas, P.O. Drawer 1508, Santa Fe, New Mexico 87504-1508. Defendant DAC was an employer of Plaintiff within the meaning of the HRA as it employed more than four or more persons. See NMSA 1978, § 28-1-2(A) and (B). Defendant DAC was also a person within the meaning of the HRA. See NMSA 1978, § 28-1-2(A) Defendant DAC was a public employer within the meaning of the WPA as Plaintiff was a public employee of Defendant DAC, a political subdivision of the State of New Mexico. See NMSA 1978, § 10-16C-2(C). Defendant DAC was a joint employer of Plaintiff. DAC codetermined the essential terms and conditions of Plaintiff's employment at DAC's Detention Center. Important aspects of Plaintiff's work at DAC's Detention Center were subject to the control of DAC. Defendant DAC was also Plaintiff's employer as defined by common law.

4. Defendant Anthony Eberwine is an individual and Citizen of the State of New Mexico that may be served with process at 1850 Copper Loop, Las Cruces, NM 88005, his principal place of work, or wherever he may be found. Defendant Eberwine is also an employer and person within the meaning of the HRA, public employer within the meaning of the WPA, and common law. Defendant Eberwine is also a person as defined by the HRA. Plaintiff is not making a WPA claim against this Defendant in his individual capacity.

5. Defendant Joshua Fleming is an individual and Citizen of the State of New Mexico that may be served with process at 1850 Copper Loop, Las Cruces, NM 88005, his principal place of work, or wherever he may be found. Defendant Fleming is also an employer and person within the meaning of the HRA, public employer within the meaning of the WPA, and common law.

Defendant Fleming is also an person as defined by the HRA. Plaintiff is not making a WPA claim against this Defendant in his indivial capacity.

6. Defendant G4S is a corporation that does business in Dona Ana County, New Mexico that may be served with process by serving its registered agent The Prentice Hall Corporation System, Inc. at MC-CSC1, 726 E. Michigan Dr., Ste. 101, Hobbs, NM 88240. Defendant G4S is an employer and person within the meaning of the HRA and common law. Defendant G4S was one of Plaintiff's joint employers.

7. Defendant Alejandro Booth is an individual that may be served with process at 1850 Copper Loop, Las Cruces, NM 88005, his principal place of work, or wherever he may be found. Defendant Booth is also an employer and person within the meaning of the HRA and common law.

8. Defendant Corizon is a corporation that does business in Dona Ana County, New Mexico that may be served with process by serving its registered agent C T Corporation System, 206 S Coronado Ave, Espanola, NM 87532-2792. Defendant Corizon is an employer and person within the meaning of the HRA and common law. Defendant Corizon was one of Plaintiff's joint employers.

Jurisdiction and Venue

9. The HRA and WPA confer jurisdiction in the State of New Mexico, Dona Ana County, Third Judicial District Court, where Defendants do business. All relevant events that form the causes of action of this litigation occurred within the State of New Mexico and County of Dona Ana. The United States District Courts do not have subject matter jurisdiction because there is no federal-question jurisdiction and there is not diversity jurisdiction.

Exhaustion of Administrative Procedures

10. Plaintiff timely filed her charges of discrimination and satisfied all administrative

requirements for filing this suit.

Facts

11. DAC hired G4S as a vendor to furnish DAC with security services.
12. DAC hired Corizon as a vendor to furnish health care services to detainees.
13. In April 2017 DAC and G4S hired Plaintiff as a security officer. DAC and G4S assigned Plaintiff to work at DAC's Detention Center.
14. DAC and G4S codetermined the essential terms and conditions of Plaintiff's employment at DAC's Detention Center. Important aspects of Plaintiff's work at DAC's Detention Center were subject to the control of DAC.
15. DAC and Corizon codetermined the essential terms and conditions of Plaintiff's employment at DAC's Detention Center.
16. In February 2018 DAC and Corizon hired Plaintiff as a mental health technician. DAC and Corizon assigned Plaintiff to work at DAC's Detention Center.
17. On September 17, 2018, DAC Lieutenant Pedro Solis submitted a memo to DAC regarding DAC Sergeant John Moore based upon a performance issue of DAC Sergeant Moore. DAC Lieutenant Solis alleged that "while reviewing video that Sergeant Moore can be seen touching Complainant [Plaintiff] in an inappropriate or unprofessional way."
18. On September 19, 2018, Defendants subjected Plaintiff to sexual harassment. Specifically, in performing her job as a security officer, Plaintiff was conducting security checks. DAC Sergeant Barragan proceeded through the metal detector and the alarm sounded. Plaintiff proceeded to wand him and DAC Sergeant Barragan indicated that the alarm of the metal detector reacted to his Prince Albert (pierced penis). He asked Plaintiff if she wanted to check and to go ahead and check it in a sexually aggressive manner. Then he and DAC Sergeant Cortez, DAC

Sergeant Montalogo, and other employees of DAC laughed at Plaintiff.

19. On September 19, 2018, DAC Lieutenant Eberwine met with Plaintiff. DAC Lieutenant Eberwine engaged in and asked Plaintiff to aid, abet, incited, attempted to compel, and/or coerce the doing of an unlawful discriminatory practice. Specifically, DAC Lieutenant Eberwine asked Plaintiff to lodge a sexual harassment allegation against DAC Sergeant Moore because DAC Lieutenant Eberwine and other employees of DAC wanted to discriminate against and discharge DAC Sergeant Moore because he is Black. Plaintiff objected to and refused to participate in this activity that constituted an unlawful and improper act. Plaintiff communicated to DAC and third parties that she believed this action that she believed in good faith constituted an unlawful and improper act.

20. In this same meeting, Plaintiff also communicated to DAC Lieutenant Eberwine, her DAC supervisor, and then later to Booth, her G4S supervisor, and then later to DAC Captain Fleming, about the sexual harassment and hostile work environment that she endured earlier that day involving DAC Sergeant Barragan. Plaintiff opposed the discrimination and sexual harassment and communicated to DAC and third parties about this action, the discrimination and sexual harassment, that she believed in good faith constituted an unlawful and improper act.

21. On September 19, 2018, Booth passed the information to Plaintiff's DAC Lieutenant Robert Resendez and he then wrote a memo to Plaintiff's DAC Captain Joshua Fleming notifying him of his conversation with Booth. Booth relayed the communications of Plaintiff.

22. Later DAC Sergeant Barragan confronted Plaintiff.

23. On September 20, 2018, Plaintiff communicated in writing to DAC about the sexual harassment, an action or a failure to act that she believed in good faith constituted an unlawful and improper act and she opposed the sexual harassment.

24. G4S launched an investigation into Plaintiff's complaint.
25. DAC was "aware of the claim of sexual harassment that Complainant [Plaintiff] submitted on September 20, 2018."
26. On September 20, 2018 Plaintiff "spoke to Lieutenant Eberwine and then Complainant [Plaintiff] submitted the memo of sexual harassment against Respondent's [DAC's] Sergeant Julio Barragan."
27. An investigation ensued.
28. DAC notified Booth, G4S's Operations Manager, of Plaintiff's communication of and opposition to sexual harassment.
29. On September 21, 2018, DAC Lieutenant Eberwine interviewed DAC Sergeant Barragan. DAC Lieutenant Eberwine conducted the investigation about Plaintiff's complaint of sexual harassment.
30. According to DAC, Plaintiff's complaint could not be substantiated based on interviews and review of video from that timeframe.
31. Regarding DAC Sergeant Moore seen touching Plaintiff in an inappropriate or unprofessional way, Sergeant Moore was disciplined as a result of that investigation.
32. After Plaintiff met with DAC Lieutenant Eberwine and communicated with him about and opposed the sexual harassment, Booth confronted Plaintiff about the sexual harassment.
33. Then Plaintiff was further subjected to a hostile work environment that was in retaliation for Plaintiff communicating about and opposing the sexual harassment and hostile work environment as well as communicating about and opposing the request to lodge false sexual allegations against DAC Sergeant Moore.
34. In November 2018, another employee also subjected Plaintiff to a hostile work

environment. Plaintiff also communicated to DAC and other third parties about this hostile work environment that she believed in good faith constituted an unlawful and improper act.

35. On November 13, 2018, DAC Officer Molina, selling burritos, breached security. DAC Officer Molina failed to follow the proper security and screening policies. DAC Officer Molina ran past Plaintiff as she was screening. Plaintiff challenged him and ordered that he return and submit to the proper screening procedure.

36. On November 19, 2018, Booth informed Plaintiff that she was to meet with DAC Lieutenant Eberwine on November 20, 2019.

37. On November 20, 2018, Plaintiff met with DAC Lieutenant Eberwine. DAC Lieutenant Eberwine accused Plaintiff of not properly screening DAC Officer Molina the prior week and accused her of falsifying the security log, despite DAC Officer Molina violating the security protocols. DAC Lieutenant Eberwine informed Plaintiff that she was discharged.

38. DAC then revoked Plaintiff's security clearance and prohibited her from working at DAC's Detention Center. DAC conveyed this information to G4S and Corizon.

39. DAC did not revoke the security clearance nor discharge DAC Officer Molina even though "it was discovered that Officer Molina did in fact walk past the security sentry and place unchecked items on a table....[and] [h]e then walked back over to the security sentry point and went through the process of being cleared through security after he had dropped off all of his belongings."

40. Corizon then discharged Plaintiff.

41. G4S then discharged Plaintiff.

42. DAC interfered with Plaintiff's employment relationships with G4S and Corizon.

**COUNT I.
DISCRIMINATION BECAUSE OF SEX**

43. The above described conduct of Defendants violated the HRA. All Defendants discriminated against and intentionally discriminated against Plaintiff and caused Plaintiff's discharge and previous hostile work environment because of Plaintiff's sex and gender female. Defendants' discrimination against Plaintiff and Defendants' retaliation against Plaintiff was a motivating factor of subjecting Plaintiff to a hostile work environment and Plaintiff's discharge.

**COUNT II.
HRA STATUTORY RETALIATION**

44. The above described conduct of Defendants violated the HRA. Defendants retaliated against and intentionally retaliated against Plaintiff and discriminated against Plaintiff. Defendants aided, abetted, incited, compelled, and coerced the doing of unlawful discriminatory practices or attempted to do so. Defendants engaged in forms of threats, reprisal and discrimination against Plaintiff who had opposed unlawful discriminatory practices or had filed a complaint, testified or participated in any proceeding under the HRA. Defendants willfully obstructed and prevented persons from complying with the provisions of the HRA. Defendants' discrimination against Plaintiff and Defendants' retaliation against Plaintiff was a motivating factor of subjecting Plaintiff to a hostile work environment and Plaintiff's discharge.

**COUNT III.
WPA STATUTORY RETALIATION**

45. The above described conduct of DAC, Eberwine, and Fleming violated the WPA rendering DAC liable to Plaintiff. DAC took retaliatory action against Plaintiff because Plaintiff communicated to Defendants and/or a third parties information about an action or a failure to act that Plaintiff believed in good faith constituted an unlawful and/or improper act. DAC took

retaliatory action against Plaintiff because Plaintiff provided information to and/or testified before a public body as part of an investigation, hearing or inquiry into unlawful and/or improper acts. DAC took retaliatory action against Plaintiff because Plaintiff objected to and/or refused to participate in an activity, policy, and/or practice that constitutes an unlawful and/or improper act. Defendants' retaliation against Plaintiff was a motivating factor of subjecting Plaintiff to a hostile work environment and Plaintiff's discharge.

**COUNT IV.
COMMON LAW RETALIATORY DISCHARGE**

46. As described above, Defendants G4S and Corizon retaliated against Plaintiff in violation of New Mexico's prohibition against retaliation for performing acts that public policy has authorized or would encourage, or for refusing to do something required by an employer that public policy would condemn. An employee may not be discharged for a reason that is contrary to the public policy of the state of New Mexico. The discrimination and retaliation of G4S and Corizon against Plaintiff was a motivating factor of Plaintiff's discharge.

Damages

47. As a motivating factor and direct and proximate result of Defendants' conduct against Plaintiff as described above she has suffered injuries and damages. Plaintiff's damages include in the past and the future: lost wages and benefits; employment opportunities; lost income; loss of earning capacity; mental anguish, emotional pain and suffering, inconvenience, loss of enjoyment of life, and other nonpecuniary losses. For Defendant DAC's violations of the WPA Plaintiff is entitled to two times her back pay with interest, actual damages, and special damages. Plaintiff has further suffered additional consequential damages. Plaintiff asks that the jury set the amount of her compensatory damages. The above described conduct of Defendants G4S and Corizon

constitute the type of conduct for which punitive damages may be awarded in that it was intentional and willful. Plaintiff is aware that punitive damages are not a remedy available under HRA or WPA. She asks that the jury set the amount of punitive damages against Defendants G4S and Corizon for their violations of New Mexico common law.

Attorney's Fees and Expert Fees

48. Plaintiff is entitled to attorney's fees as allowed by the HRA and WPA and expert fees.

Jury Demand

49. Plaintiff demands a six-person jury trial and tenders the first day fee.

Prayer

50. For these reasons, Plaintiff asks that Defendants be cited to appear and answer, and, on final trial, that Plaintiff have judgment against Defendants for the following:

- a. general damages;
- b. special damages;
- c. punitive damages against each Defendant as determined by the jury;
- d. prejudgment interest as provided by law;
- e. attorney's fees and expert fees;
- f. postjudgment interest as provided by law;
- g. court costs and all costs of suit;
- h. such other and further relief to which Plaintiff may be justly entitled at law and

equity.

Respectfully submitted,

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/s/ Brett Duke

Brett Duke

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