

**Fill in this information to identify the case:**

Debtor Tehum Care Services, Inc.

United States Bankruptcy Court for the: Southern District of Texas  
(State)

Case number 23-90086

Official Form 410  
**Proof of Claim**

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 or 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?** Armando Banuelos  
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?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Armando Banuelos Jeremy Killpack 5240 E Pima St Tucson, AZ 85712, USA  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
Contact phone <u>520-320-5240</u>	Contact phone _____
Contact email <u>jeremy@HLFAZ.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

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? \_\_\_\_\_



**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? \$ 550000.00. 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.  
Medical malpractice/ negligence, vicarious liability, loss of consortium

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle 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 amount 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: \_\_\_\_\_



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

No

Yes. Check all that apply:

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 acknowledgement 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 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 08/11/2023  
MM / DD / YYYY

/s/Jeremy Killpack  
Signature

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

Name Jeremy Killpack  
First name Middle name Last name

Title Managing Partner

Company Hallinan and Killpack Law Firm  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0491 | International 001-424-236-7244

<b>Debtor:</b> 23-90086 - Tehum Care Services, Inc.	
<b>District:</b> Southern District of Texas, Houston Division	
<b>Creditor:</b> Armando Banuelos Jeremy Killpack 5240 E Pima St  Tucson, AZ, 85712 USA <b>Phone:</b> 520-320-5240 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> jeremy@HLFAZ.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>
	<b>Filing Party:</b> Authorized agent
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No
<b>Basis of Claim:</b> Medical malpractice/ negligence, vicarious liability, loss of consortium	<b>Last 4 Digits:</b> No <b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 5500000.00	<b>Includes Interest or Charges:</b> Yes
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>
<b>Has Secured Claim:</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>
<b>Submitted By:</b> Jeremy Killpack on 11-Aug-2023 4:33:37 p.m. Eastern Time  <b>Title:</b> Managing Partner  <b>Company:</b> Hallinan and Killpack Law Firm	

**ADDENDUM TO BANUELOS PROOF OF CLAIM.**

*Tehum Care Services, Inc.*

**Case No. 23-90086**

**Debtor:** Tehum Care Services, Inc.

**Claimant:** Armando Banuelos; Uriel Banuelos; Margarita Banuelos

**Claim Amount:** In excess of \$5,500,000.00, plus punitive damages, fees, and costs as more fully set forth in the attached Second Amended Complaint (“SAC”).

**Basis for Claim:** Medical negligence/ malpractice, vicarious liability, loss of consortium, and punitive damages. *See* attached SAC.

**BACKGROUND AND SUMMARY OF CLAIM.**

On or about February 24, 2020, the Banuelos commenced an action against the Debtor, among other defendants, in the United States District Court, District of Arizona at Case No. 4:20-cv-00080-JGZ styled *Banuelos et al. v Ryan et al.* (the “District Court Litigation”) arising out of the Debtor’s breach of duty and failure to properly administer treatment, care, or supervision to Armando Banuelos (“Armando”), an inmate at an Arizona Department of Corrections, Rehabilitation and Re-entry (“ADCRR”) facility. The Banuelos specifically assert over \$5 million of medical negligence/ malpractice claims and loss of consortium claims for improper and woefully inadequate supervision, medical care, and emergency care against the Debtor and its employees. As set forth in the attached SAC supporting this Proof of Claim, the Banuelos hold state law claims against the Debtor and its bankruptcy estate under Arizona law for medical negligence/ malpractice, vicarious liability, and loss of consortium arising out of the violent assault on Armando.

Additional details regarding the facts, claims and causes of action asserted by the Banuelos against the Debtor, and their damages, are detailed in the attached SAC.

All relevant documents not otherwise attached to this Proof of Claim will be made available upon request by the Court and the Debtor.

**RESERVATION OF RIGHTS.**

Neither the filing of this Proof of Claim, nor any subsequent appearance, pleading, claim, proof of claim, document, suit, motion, nor any other writing or conduct shall be deemed or construed as: (i) a waiver or release of the Banuelos rights against any person, entity, estate or property (including, without limitation, any third party, insurance carrier or insurance policy covering any of the Banuelos claims); (ii) a consent by the Banuelos to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving the Banuelos; (iii) a waiver or release of the Banuelos' right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein or therein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related thereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such right to jury trial is pursuant to statute or the United States Constitution; (iv) a consent by the Banuelos to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver or release of the Banuelos right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a

United States District Court Judge; (vi) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving the the Banuelos; (vii) an election of remedies; (viii) a waiver or release of any right of setoff or recoupment that the Banuelos may hold against Debtor; or (ix) a waiver or release of any of the Banuelos' other rights, claims, actions, defenses, or other matters to which the Banuelos is entitled under any agreements or at law or equity or under the United States Constitution. The Banuelos hereby reserve all of their rights and remedies at law or in equity with respect to this claim, any and all claims held by the Banuelos against third parties, and the right to a jury trial and right to object to this Court's subject matter jurisdiction with respect to any matter stated herein or related to this Proof of Claim.