

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/Tehum>.

## Fill in this information to identify the case:

Debtor Tehum Care Services, Inc.

United States Bankruptcy Court for the Southern District of Texas

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.

## Part 1: Identify the Claim

1. Who is the current creditor?

Annette Perkins

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?

Annette Perkins

Name

3201 Bemis RD

Number Street

Detroit

City

MI

State

48197

ZIP Code

Washtenaw

Country

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

Contact email \_\_\_\_\_

Where should payments to the creditor be sent? (if different)

Annette Perkins

Name

6908 Park Belk DR.

Number Street

Flint

City

MI

State

48504

ZIP Code

Genesee

Country

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

Contact email \_\_\_\_\_

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

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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? \$ 5,000 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.

Personal Injury

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: \$ 0

Amount of the claim that is secured: \$ 0

Amount of the claim that is unsecured: \$ 0 (The sum of the secured and unsecured amount should match the amount in line 7.)

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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:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

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

\$ 0

☐ 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).

\$ 0

☐ 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).

\$ 0

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

\$ 0

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

\$ 0

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

\$ 0

\* 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

6 13 2025  
MM / DD / YYYY

Annette Perkins  
Signature

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

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Name

Annette Perkins

First name

Middle name

Last name

Title

Inmate # 815682 - WHV

Company

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

Address

3201 Bemis Road

Number

Street

City

Ypsilanti, MI

State

48199

ZIP Code

Country

Washtenaw

Contact phone

Email

Annette.perkins@erita.com

Name: Annette Perkins

Inmate Number: 815682

Date of Birth: 7-13-65

Earliest Release Date: 9-13-25

1. What offense were you convicted of?  
assault with intent to do bodily harm
2. How long have you been at Huron Valley? 10 months
3. Which units have you been housed in?

<u>Unit</u>	<u>Dates Housed There (Approximate)</u>
<del>scribble</del>	
<u>RCC A &amp; B</u>	<u>11-27 - 1-25 2024-25</u>
<u>2 block</u>	<u>1-25 - 2-14 2025</u>
<u>HB</u>	<u>2-14 until now</u>

Rash/Scabies

4. Did you develop a rash? ☒ Yes ☐ No
5. When did it first appear? 12-1-24
6. Describe what the rash looked like and where it was/is on your body:

I was red and bruised on my inner thigh

7. Do you have pictures of it? ☐ Yes ☒ No
8. Did/does it itch? ☒ Yes ☐ No
9. Did you seek treatment?
  - a. How many times?
  - b. When?
  - c. Describe each attempt to get treatment and indicate whether it was given (e.g., did you Kite, ask a guard, etc.):

Yes I have Kited several time

10. Did a doctor/nurse examine you? ☐ Yes ☒ No.  
If yes, who?

I try to see a nurse the nurse get all rude & nasty with me. Nurse Kurkla

Name: Annette Perkins

Inmate Number: 815682

11. What did s/he say?

This nurse had a very nasty evil attitude and behavior I refuse to let this nurse disrespect me  
12. Were you ever tested/scraped? ☐ Yes ☒ No. If yes, describe: for her home problem

13. Were you ever given a diagnosis?

☐ Yes ☒ No. If yes, describe:

14. Do you think you had scabies, and why or why not? ☒ Yes ☒ No

Because my skin have broken out in a lot of red bursie bump and it's itchy and sore.

15. Describe all the treatment you received for the rash or related ailments and when (were you given cream, medication, etc. and what kind?):

They never gave me anything, they doesn't even treat me for my other health care condition as well.

16. What, if any of it, helped/worked?

N/A

17. Were you ever quarantined (how long and how many times)? ☐ Yes ☒ No

a. If yes, did they wash all of your clothes (including your undergarments) in hot water? ☒ Yes ☐ No

b. If yes, did they wash, disinfect, or put all your personal items in plastic bags? ☒ Yes ☐ No

18. Were you seen by Dr. Barkley, the dermatologist that visited the facility in December 2018? ☐ Yes ☒ No, If yes, describe:

I've seen no type of Dr. about anything  
They just keep putting me off.

19. Did you file a grievance with the prison related to your rash? ☒ Yes ☐ No

20. What step are you on with this grievance? ☒ Step I ☒ Step II ☐ Step III

\* \* \* \* \*

### Ventilation

21. Have you seen any issues with ventilation or cleanliness within Huron Valley?  
Where? Yes I have not inside Housing unit Harrison B

Name: Annette Perkins

Inmate Number: 815682

22. Have you experienced any symptoms that you believe are caused by exposure to allergens, mold, toxic dust, or fumes from cleaning chemicals? (If so, what makes you believe those symptoms are connected to exposure in WHV?)

yes I have allergens, mold in my toe nails, and toxic dust that fly out of these vent and ceiling these nasty fumes cleaning chemicals. My nose constantly drain, be running my eye be burning constantly itching digging to my skin.

23. Have you requested a mold allergy test? ☒ Yes ☐ No They still have not tested me.

24. Have any doctors, nurses, or other WHV staff made any comments about the ventilation or level of cleanliness in the facility? What did they say?

They don't say nothing but make up excuse and tell lies after lies. They don't treat people in this facility you are just here. No good medical treatment available here for people care.

25. Have you filed a grievance regarding ventilation or environmental toxins within the facility? ☒ Yes ☐ No

26. If so, what step are you on for this grievance? ☒ Step I ☐ Step II ☒ Step III

27. Are you allergic to mold or any other environmental allergens? If so, which?

yes mold environmental toxin, toxic dust, fumes cleaning chemicals, wool cover

28. Have you been diagnosed with asthma, COPD, or any other lung disease during the time you were at WHV? If so, please list the condition and when you were diagnosed. DO NOT include conditions you had prior to your incarceration.

asthma

29. Have you noticed any issues regarding the structure of Huron Valley—for example, windows, ceilings, or air vents? If so, what issues did you notice?

yes windows are filthy and nasty, ceiling is very horrible and air vents is pollution everywhere.

30. Are you currently incarcerated at WHV? ☒ Yes ☐ No

Thank you for completing this questionnaire. When you return this questionnaire, please include COPIES of any kites, medical papers, grievances, and anything else you believe may be helpful.

**LEGAL SERVICES AGREEMENT**

**CLASS MEMBER**

Annette Perkins ("CLIENT"), hereby enters into this services agreement ("AGREEMENT") with the undersigned for legal services.

**SCOPE OF REPRESENTATION**

1. CLIENT engages lawyers from the following law firms for legal services in civil litigation:

- Marko Law, PLC
- Nichols Kaster, PLLP
- Pitt McGehee, LLC
- Law Offices of David S. Steingold, PLLC, and
- Excolo Law, PLLC

(collectively "ATTORNEYS"). Work and fees among the ATTORNEYS will be distributed according to a separate co-counsel agreement entered into by the ATTORNEYS. Law firms may be added or removed from the co-counsel agreement with written notice to CLIENT.

2. CLIENT engages ATTORNEYS to represent them with regards to specified legal claims related to their incarceration at Huron Valley Correctional Facility ("WHV") at any time since March 8, 2016, specifically to address injuries and damages sustained due to exposure to:

- ☒ Scabies; and/or
- ☒ Mold

CLIENT acknowledges that the scope of representation is limited to these issues in connection with their incarceration. CLIENT is engaging ATTORNEYS to represent them as a class member in litigation related to these conditions. The scope of representation may change. If it does, CLIENT and the ATTORNEYS will enter into another agreement, acknowledging the new scope.

3. CLIENT authorizes ATTORNEYS to pursue any and all claims for those injuries and any other damages sustained as a direct consequence of the above exposure resulting from the deliberate indifference of WHV, the Michigan Department of Corrections, Corizon, and their agents, administrators, and staff operating WHV.

4. CLIENT agrees to keep confidential all discussions had with ATTORNEYS to ensure preservation of the attorney-client privilege.

**CONFLICT WAIVER**

5. CLIENT acknowledges that the ATTORNEYS also represent other individuals who are/were incarcerated at WHV related to the above issues in class or separate litigation, or potentially other issues covered by separate fee agreements. ATTORNEYS have evaluated the

potential for a conflict of interest under these circumstances and are of the opinion that there will be no adverse effect arising out of ATTORNEYS' representation of CLIENT and other individuals incarcerated at WHV in actions against the Michigan Department of Corrections, Corizon, and their agents, administrators, and staff operating WHV.

6. CLIENT acknowledges that a conflict could possibly arise whenever a lawyer represents more than one client in the same and/or related matters. If a conflict does arise impacting CLIENT, ATTORNEYS will notify CLIENT so that CLIENT may make informed decisions as to how to proceed. Some conflicts are waiveable. Some are not. If a conflict arises that cannot be waived, CLIENT may need to engage new, separate counsel. ATTORNEYS do not anticipate a conflict arising under the present circumstances.

7. Given this and having been fully advised, CLIENT consents to this simultaneous representation.

8. CLIENT further acknowledges that resolution of CLIENT's claims may be by way of an aggregated settlement, impacting multiple people and potentially multiple classes across similar cases. Under these circumstances, CLIENT gives ATTORNEYS authority to devise a fair and equitable method for distributing the funds, subject to Court approval as applicable. ATTORNEYS will inform CLIENT of the method of computation of individual awards, and CLIENT will be informed about the individual awards for each individual participating in the aggregate settlement. The amount CLIENT receives from an aggregate settlement will be shared with the other participants in the settlement.

#### **PAYMENT FOR LEGAL REPRESENTATION**

##### **A) Expenses**

9. CLIENT understands that CLIENT is obligated to repay ATTORNEYS for all expenses reasonably incurred in investigating, preparing and/or trying CLIENT's case. Litigation expenses typically include but are not limited to: court fees, copying, postage, depositions, traveling, eDiscovery collections, and expenses related to the retaining of experts. ATTORNEYS will advance these expenses on CLIENT's behalf, but any outstanding expenses will be deducted from CLIENT's portion of the recovery (if any)—whether through suit, settlement, or award—at the time the case is resolved.

##### **B) Attorneys' Fees**

10. In exchange for providing legal services, ATTORNEYS will receive the greater of (a) one-third (33.33%) of the total settlement proceeds, award or judgment, if any; or (b) the full amount of any attorneys' fees designated in the settlement, award or judgment or otherwise awarded by a decision maker in the case.



## OBLIGATIONS IN LITIGATION

### **A) Class Member Responsibilities**

11. CLIENT agrees and acknowledges that CLIENT is considered an absent class member in litigation relating to the conditions outlined in paragraph 2 above and will not be listed as a named plaintiff in litigation. ATTORNEYS may call upon CLIENT to provide information, documents, and/or statements in connection with litigation, and CLIENT agrees to participate to the extent required.

12. The scope of CLIENT'S participation in litigation may change over time depending on the needs of the case. In the event that a class action is not certified by the Court related to the conditions outlined above in paragraph 2, CLIENT and ATTORNEYS will reevaluate the scope of representation and determine whether ATTORNEYS can still assist CLIENT on an individual basis. CLIENT and ATTORNEYS will discuss changes to the scope of representation at the appropriate time and may enter into a new AGREEMENT accordingly.

### **B) Preservation Obligations**

13. CLIENT acknowledges that, in participating in a lawsuit, CLIENT has an obligation to preserve (to not delete or destroy) any potentially relevant documents or information related to their incarceration, their treatment for the conditions outlined in paragraph 2, and/or their case.

14. CLIENT further acknowledges that CLIENT must preserve electronic data and records of potentially relevant information, such as those found on computer hard-drives, CDs, DVDs, thumb drives, cell phones, tablets, or similar devices. The types of electronic information that CLIENT should preserve include e-mails, voicemails, text messages, social media posts/communications, app-based communications, and other electronic data.

15. To ensure preservation of potentially relevant information, CLIENT agrees to immediately suspend automatic deletion of electronic information (such as automatic deletion of text messages, emails, calendars, etc.) on CLIENT's cell phone, tablets, computers, or any other devices and to backup their devices. For instructions on how to back up cell phones and other devices, CLIENT may ask their provider (their local Verizon, Sprint, AT&T, etc. store); search the web for instructions related to their specific devices' make and model; or contact ATTORNEYS directly for assistance. CLIENT and ATTORNEYS will later discuss what information needs to be collected by ATTORNEYS as part of litigation.

### **C) Termination**

16. CLIENT may terminate representation by the ATTORNEYS at any time with reasonable notes. If terminated, the ATTORNEYS shall have a lien for unpaid services and litigation costs advanced as provided by law.

17. ATTORNEYS may withdraw from representing CLIENT with court approval. The ATTORNEYS may have a lien for services and outstanding costs if they withdraw as authorized by the court.

Date: 5-22-25

Annette Perkins

Print:

MDOC#: 815682

CLIENT

Date: \_\_\_\_\_

By \_\_\_\_\_

Print:

Marko Law, PLC

Date: \_\_\_\_\_

By \_\_\_\_\_

Print:

Nichols Kaster, PLLP

Date: \_\_\_\_\_

By \_\_\_\_\_

Print:

Pitt McGehee, LLC

Date: \_\_\_\_\_

By \_\_\_\_\_

Print:

Law Offices of David S. Steingold, PLLC

Date: 6-13-25

By Annette Perkins

Print: Annette Perkins

Excolo Law, PLLC