

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

Debtor Welded Construction, L.P.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 18-12378

**Official Form 410  
Proof of Claim**

04/16

**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. <b>Who is the current creditor?</b>	<u>Assad Brunner</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b> See summary page	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>856-685-7420</u> Contact email <u>dhorowitz@swartz-legal.com</u>	Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. <b>Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <span style="float: right;">MM / DD / YYYY</span>	
5. <b>Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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? \$ TBD BY THE COURT. 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.  
Wrongful Termination - Discrimination

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)?

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

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) 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).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**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 02/27/2019  
MM / DD / YYYY

/s/Daniel Horowitz  
Signature

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

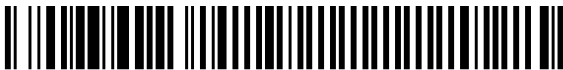
Name Daniel Horowitz  
First name Middle name Last name

Title Attorney

Company Swartz Swidler, LLC  
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 (888) 830-4648 | International (310) 751-2642

<b>Debtor:</b> 18-12378 - Welded Construction, L.P.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Assad Brunner Daniel Horowitz, Esq., SWARTZ SWIDLER LLC 1101 Kings Hwy N Ste 402  Cherry Hill, NJ, 08034  <b>Phone:</b> 856-685-7420  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> dhorowitz@swartz-legal.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> Wrongful Termination - Discrimination	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> TBD BY THE COURT	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No  <b>Amount of 503(b)(9):</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> Daniel Horowitz on 27-Feb-2019 6:28:00 p.m. Pacific Time  <b>Title:</b> Attorney  <b>Company:</b> Swartz Swidler, LLC		

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

ASSAD BRUNNER  
6100 Derry Street, Apt 1  
Harrisburg, PA 17111

Plaintiff,

v.

WELDED CONSTRUCTION, LP  
401 E Broadway  
Red Lion, PA 17356

Defendant.

CIVIL ACTION NO:

COMPLAINT WITH JURY DEMAND

**CIVIL ACTION COMPLAINT**

Plaintiff Assad Brunner (hereinafter “Plaintiff”), by and through undersigned counsel, complains as follows against Defendant, Welded Construction, LLP (hereinafter “Defendant”).

**INTRODUCTION**

1. Plaintiff has initiated this action to redress violations by Defendant Title VII of the Civil Rights Act of 1964 (“Title VII”), 42 U.S.C. § 1981 (“Section 1981”), and the Pennsylvania Human Relations Act (“PHRA”). Defendant subjected Plaintiff to a hostile work environment and/or discrimination and/or harassment on the basis of his race (African American). Defendant fired Plaintiff in retaliation for his complaints about same and/or due to his race. As a result, of Defendant’s conduct, Plaintiff has suffered damages, as set forth herein.

**JURISDICTION AND VENUE**

2. This Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because the claims herein arise under laws of the United States, 42 U.S.C. § 1981, *et seq.* and Title VII of the Civil Rights Act of 1964.

3. This Court may properly maintain personal jurisdiction over Defendant because Defendant's contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendant to comply with traditional notions of fair play and substantial justice.

4. Pursuant to 28 U.S.C. § 1391, venue is properly laid in this judicial district because all of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

5. Plaintiff has exhausted all administrative remedies required as a prerequisite to the filing of his instant Title VII and PHRA claims.

### **PARTIES**

6. The foregoing paragraphs are incorporated herein as if set forth in full.

7. Plaintiff is an adult individual with an address as set forth in the caption.

8. Defendant is a business entity with a place of business at the address set forth in the caption that conducts business in Pennsylvania.

9. Defendant acted by and through its agents, servants, and employees, each of whom acted at all times relevant herein in the course and scope of their employment with Defendant.

### **FACTUAL BACKGROUND**

10. The foregoing paragraphs are incorporated herein as if set forth in full.

11. Plaintiff is an African American male.

12. In or around early April 2017, the Union Hiring Hall assigned Plaintiff as a Laborer to Defendant's worksite located in Red Lion, Pennsylvania.

13. Plaintiff's assignment was supposed to end in or around December 2017.

14. Plaintiff was the only African American assigned to his shift with Defendant.

15. Workers carpooled to and from Defendant's office and Defendant's worksite in Defendant's company vehicles.

16. On or around April 6, 2017, Plaintiff's first day, when he approached a company van, one of the drivers (Caucasian) yelled to the other driver (Caucasian), "***I don't want to drive the black guy, you take him!***", to which the other driver responded, "***No you take him!***".

17. The drivers continued to refuse to allow Plaintiff to get into either vehicle, until finally the Laborer Steward, Gregory Singo ("Steward Singo") forced one of the drivers to let Plaintiff in the van.

18. Once Plaintiff arrived at Defendant's worksite, he complained to Defendant's Supervisor Brady (Last name Unknown) ("Supervisor Brady") about the drivers' racist comments.

19. Supervisor Brady told Plaintiff that he would take care of it.

20. However, following Plaintiff's complaint, Supervisor Brady assigned him to a harder workload than he assigned the other non-African American workers.

21. Specifically, Plaintiff was assigned to dig a ditch by himself and the non-African workers were assigned to coat the pipe in plastic.

22. The following day, despite Plaintiff's previous complaint of racial harassment, the drivers again refused Plaintiff access to Defendant's van.

23. Once again, Steward Singo had to force a driver to let Plaintiff into Defendant's van.

24. Upon Plaintiff's arrival to the worksite, Supervisor Brady again gave him the hardest work assignment.

25. Specifically, Plaintiff was assigned to dig a ditch by himself and the non-African workers were assigned to coat the pipe in plastic.

26. After his shift, Plaintiff called the Business Associates of the Union Hiring Hall, Joe Grussler and Mike Wise and left a voicemail stating that Defendant did not want him due to his race.

27. On or around April 8, 2017, after finishing Plaintiff's work shift, Plaintiff asked several co-workers, including Supervisor Brady, for transportation back to the office, but they refused.

28. Plaintiff called Defendant's office to ask for return transportation from Defendant's worksite to Defendant's office.

29. After being stranded at the worksite for several hours, Steward Singo finally called a driver who arrived at Defendant's worksite to pick up Plaintiff at approximately 1:00 AM.

30. Upon Plaintiff's arrival to the office, he immediately called the Union Hiring Hall and complained to Mr. Grussler and Mr. Wise of racial discrimination and harassment.

31. On or around April 11, 2017, Defendant laid Plaintiff off through the Union Hiring Hall.

32. Defendant did not provide Plaintiff with a reason for his termination.

33. In reality, Defendant fired Plaintiff due to his race and/or complaints of race discrimination and/or harassment and/or the hostile work environment due to same.

34. As a result of Defendant's unlawful conduct, Plaintiff has suffered damages.

#### **COUNT I**

#### **Violations of Title VII of the Civil Rights Act of 1964 ("Title VII") (Race Discrimination/Harassment/Hostile Work Environment)**

35. The foregoing paragraphs are incorporated herein as if set forth in full.

36. At all times relevant herein, Defendant was an "employer" within the meaning of Title VII.



37. At all times relevant herein, Plaintiff was employed by Defendant as an “employee” within the meaning of Title VII.

38. Title VII prohibits employers, such as Defendant, from discriminating against an employee on the basis of race.

39. Defendant violated Plaintiff’s rights under Title VII by discriminating against Plaintiff because of his race.

40. Plaintiff was consistently subjected to pervasive and/or severe racial harassment during his tenure with Defendant which was objectively offensive.

41. Any reasonable person would have felt that he or she was subjected to a hostile work environment due to Defendant’s conduct.

42. Defendant’s management was made aware of Plaintiff’s complaints of race discrimination at various times during Plaintiff’s employment and failed to take any meaningful action in response other than to illegally discipline and terminate Plaintiff.

43. Defendant’s actions as set forth above constitute violations of Title VII.

44. Plaintiff has suffered and continues to suffer harm as a result of Defendant’s actions.

**COUNT II**  
**Violations of Title VII of the Civil Rights Act of 1964 (“Title VII”)**  
**(Retaliation/Wrongful Termination)**

45. The foregoing paragraphs are incorporated herein as if set forth in full.

46. Title VII prohibits employers, such as Defendant, from retaliating against employees who engage in protected activities by complaining about racial harassment or discrimination.

47. Plaintiff engaged in a protected activity under Title VII by complaining to Defendant about racial harassment and discrimination.

48. Defendant violated Plaintiff rights under Title VII by terminating Plaintiff in retaliation for his complaints of race-based harassment.

49. Defendant's actions as set forth above constitute violations of Title VII.

50. Plaintiff has suffered and continues to suffer harm as a result of Defendant's actions.

**COUNT III**  
**Violations of 42 U.S.C. 1981 ("Section 1981")**  
**(Race Discrimination/Harassment/Hostile Work Environment)**

51. The foregoing paragraphs are incorporated herein as if set forth in full.

52. At all times relevant herein, Defendant was an "employer" within the meaning of 42 U.S.C. 1981.

53. At all times relevant herein, Plaintiff was employed by Defendant as an "employee" within the meaning of 42 U.S.C. 1981.

54. 42 U.S.C. 1981 prohibits employers, such as Defendant, from discriminating against an employee on the basis of race.

55. Defendant violated Plaintiff's rights under 42 U.S.C. 1981 by discriminating against Plaintiff because of his race.

56. Plaintiff was consistently subjected to pervasive and/or severe racial harassment during his tenure with Defendant which was objectively offensive.

57. Any reasonable person would have felt that he or she was subjected to a racially hostile work environment due to Defendant's conduct.

58. Defendant's management was made aware of Plaintiff's complaints of race discrimination at various times during Plaintiff's employment and failed to take any meaningful action in response other than to illegally discipline and terminate Plaintiff.

59. Defendant fired Plaintiff, at least in part, because Plaintiff is African American.

60. Defendant's actions as set forth above constitute violations of 42 U.S.C. 1981.

61. Plaintiff has suffered and continues to suffer harm as a result of Defendant's actions.

**COUNT IV**  
**Violations of 42 U.S.C. 1981**  
**(Retaliation/Wrongful Termination)**

62. The foregoing paragraphs are incorporated herein as if set forth in full.

63. 42 U.S.C. 1981 prohibits employers, such as Defendant, from retaliating against employees who engage in protected activities by complaining about racial harassment or discrimination.

64. Plaintiff engaged in a protected activity under 42 U.S.C. 1981 by complaining to Defendant about racial harassment and discrimination.

65. Defendant violated Plaintiff rights under 42 U.S.C. 1981 by terminating Plaintiff in retaliation for his complaints of race-based harassment.

66. Defendant's actions as set forth above constitute violations of 42 U.S.C. 1981.

67. Plaintiff has suffered and continues to suffer harm as a result of Defendant's actions.

**COUNT V**  
**Violations of the Pennsylvania Human Relations Act ("PHRA")**  
**(Race Discrimination/Harassment/Hostile Work Environment)**

68. The foregoing paragraphs are incorporated herein as if set forth in full.

69. At all times relevant herein, Defendant was an “employer” within the meaning of the PHRA.

70. At all times relevant herein, Plaintiff was employed by Defendant as an “employee” within the meaning of the PHRA.

71. The PHRA prohibits employers, such as Defendant, from discriminating against an employee on the basis of race.

72. Defendant violated Plaintiff’s rights under the PHRA by discriminating against Plaintiff because of his race.

73. Plaintiff was consistently subjected to pervasive and/or severe racial harassment during his tenure with Defendant which was objectively offensive.

74. Any reasonable person would have felt that he or she was subjected to a hostile work environment due to Defendant’s conduct.

75. Defendant’s management was made aware of Plaintiff’s complaints of race discrimination at various times during Plaintiff’s employment and failed to take any meaningful action in response other than to illegally discipline and terminate Plaintiff.

76. Defendant’s actions as set forth above constitute violations of the PHRA.

77. Plaintiff has suffered and continues to suffer harm as a result of Defendant’s actions.

**COUNT VI**  
**Violations of the Pennsylvania Human Relations Act (“PHRA”)**  
**(Retaliation/Wrongful Termination)**

78. The foregoing paragraphs are incorporated herein as if set forth in full.

79. The PHRA prohibits employers, such as Defendant, from retaliating against employees who engage in protected activities by complaining about racial harassment or discrimination.

80. Plaintiff engaged in a protected activity under the PHRA by complaining to Defendant about racial harassment and discrimination.

81. Defendant violated Plaintiff rights under the PHRA by terminating Plaintiff in retaliation for his complaints of race-based harassment.

82. Defendant's actions as set forth above constitute violations of the PHRA.

83. Plaintiff has suffered and continues to suffer harm as a result of Defendant's actions.

**WHEREFORE**, Plaintiff prays that this Court enter an Order providing that:

A. Defendant is to be permanently enjoined from discriminating or retaliating against Plaintiff or anyone else on any basis forbidden by Title VII, Section 1981, and the PHRA.

B. Defendant is to promulgate and adhere to a policy prohibiting racial harassment and retaliation;

C. Defendant is to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for Defendant's illegal actions, including but not limited to back and front pay;

D. Plaintiff is to be awarded actual damages, as well as damages for the emotional distress, pain, suffering, and humiliation caused by Defendant's actions;

E. Plaintiff is to be awarded punitive damages in an amount believed by the Court or trier of fact to be appropriate to punish Defendant for its willful, deliberate, malicious, and

outrageous conduct and to deter Defendant or other employers from engaging in such misconduct in the future;

F. Plaintiff is to be accorded other equitable and legal relief as the Court deems just, proper, and appropriate;

G. Plaintiff is to be awarded the costs and expenses of this action and reasonable attorney's fees as provided by applicable law; and

H. Plaintiff is permitted to have a trial by jury.

Respectfully submitted,

**SWARTZ SWIDLER, LLC**

/s/ Daniel A. Horowitz

Daniel A. Horowitz, Esq.

1101 North Kings Highway, Suite 402

Cherry Hill NJ 08034

(856) 685-7420 Phone

(856) 685-7417 Fax

Dated: December 20, 2018

**DEMAND TO PRESERVE EVIDENCE**

All Defendants are hereby directed to preserve all physical and electronic information pertaining in any way to Plaintiff's employment, to Plaintiff's cause of action and/or prayers for relief, and to any defenses to same, including, but not limited to, electronic data storage, closed circuit TV footage, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages, any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, Twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.