

**For Immediate Release:**

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**Attorney General Balderas Files Lawsuit Against Total Teaching Solutions Inc.  
For Unfair Practices in the Recruitment and Placement of Filipino teachers in New  
Mexico**

*Santa Fe, NM*---Attorney General Hector Balderas announced today that his office has sued Total Teaching Solutions International, and its CEO Janice Bickert. TTSI and Ms. Bickert have been engaged in recruiting teachers from the Philippines to teach in New Mexico school districts. However, TTSI charged exorbitant and excessive fees for the placement services they offer and in some cases failed to provide. TTSI charges approximately \$15,000 for services. Several other companies operating in the State of New Mexico that provide nearly identical services on average charge \$4,000 per teacher.

“NM has a critical teacher shortage, and it is vital that recruitment of incoming teachers not be used to exploit teachers that are lawfully supported by school districts,” said Attorney General Balderas. “I will continue to fight to make sure those coming to New Mexico to teach our children are protected from predatory businesses.”

Once in the United States, TTSI forces teachers to pay previously undisclosed additional fees, and sign additional refinancing contracts. When the teachers inevitably were unable to pay the exorbitant fees, they were threatened with lawsuits, which TTSI and Ms. Bickert ultimately filed against them.

A copy of the complaint is attached.

###

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

STATE OF NEW MEXICO, *ex rel.*  
HECTOR H. BALDERAS, Attorney General for  
the State of New Mexico,

Plaintiff,

v.

No. D-202-CV-2021-00068

TOTAL TEACHING SOLUTIONS  
INTERNATIONAL, INC., and  
JANICE BICKERT, an individual,

Defendants.

### **COMPLAINT FOR VIOLATION OF THE UNFAIR PRACTICES ACT**

Plaintiff, State of New Mexico, by and through Hector Balderas, Attorney General for the State of New Mexico, brings this complaint against Total Teaching Solutions International, Inc. and its Chief Executive Officer Janice Bickert in her individual capacity, for violations of the New Mexico Unfair Practices Act, NMSA 1978, § 57-12-1 through -26 (as amended through 2019), and alleges as follows:

#### **PARTIES**

1. Total Teaching Solutions International (“TTSI”) is a domestic for-profit corporation, incorporated in New Mexico in 2018.

2. TTSI’s principal place of business, and its listed mailing address is: 4801 Lang Avenue, Suite 110, Albuquerque, NM 87109.

3. 4801 Lang Avenue, Suite 110, Albuquerque, NM 87109 is the location for Office Alternatives, a virtual office that offers 24x7 virtual mail access, telephone reception, and virtual office space and office suite rentals.

4. TTSI was formerly known as Total Teaching Solutions (“TTS”).
5. TTS had a previous business address of 114 Tonto Drive, Ruidoso, NM 88345.
6. According to TTSI’s website, “TTSI, formerly TTS, has been helping connect international teachers and U.S. school districts since 2005.”
7. TTSI’s registered agent for service of process is United States Corporation Agents, Inc., 4801 Lang Avenue, Suite 110, Albuquerque, NM 87109.
8. Janice Bickert is the owner, president, director, and Chief Executive Officer of TTSI.
9. Upon information and belief, Janice Bickert resides at 200 White Mountain Dr., Ruidoso, NM 88345, in Lincoln County.
10. Janice Bickert is married to Superintendent of Ruidoso Schools, Dr. George R. Bickert.
11. Plaintiff/Petitioner Hector H. Balderas is the duly elected Attorney General of the State of New Mexico.
12. The Attorney General shall prosecute and defend all actions and proceedings in which the State may be an interested party. See NMSA 1978, § 8-5-2(B) (1933, amended 1975).
13. The Attorney General has the statutory authority to enforce laws for the protection of the public, including the New Mexico Unfair Practices Act, NMSA 1978, Sections 57-12-1 to -26 (1953, as amended through 2009) (hereinafter “UPA”).

#### JURISDICTION & VENUE

14. TTSI’s principal place of business is in New Mexico, and TTSI is incorporated in New Mexico.
15. The Plaintiff is alleging violations of the New Mexico Unfair Practices Act.

16. The court has personal jurisdiction over TTSI because it has continuous and systematic contact with New Mexico, it maintains a place of business in Bernalillo County located at 4801 Lang Avenue, Suite 110, Albuquerque, NM 87109, and some of the alleged violations occurred or continue to occur in Bernalillo County, New Mexico. See § 57-12-8(A); see also § 57-15-4; §30-42-6; N.M. Const. art. XII, § 13; U.S. Const. Amend. 14.

17. Venue is proper in this County pursuant to NMSA 1978, Section 38-3-1 (1988) because all or some of the alleged conduct took place in Bernalillo County.

18. Pursuant to Rule 1-038(B)(1) NMRA, Plaintiff/Petitioner hereby demands trial by jury of twelve persons. Concurrently with this demand, Plaintiff/Petitioner is depositing with the clerk of the court the jury fee of three hundred dollars (\$300.00).

#### FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

19. TTSI has at all times relevant to this complaint been engaged in recruiting teachers from the Philippines to teach in New Mexico school districts. Plaintiff acknowledges New Mexico's current teacher shortage, and support bringing in teachers from other states other countries when done so in an ethical manner.

20. TTSI operates a website to advertise its business to New Mexico schools, and to potential applicants from overseas: <http://www.totalteachingsolutions.us>.

21. According to its website, TTSI helps to place teachers from the Philippines in New Mexico schools by:

- a. Providing a contact person to help applicants apply to the World Education Service ("WES") for a credential evaluation;
- b. Collecting applicants' documents in order to file their application with the New Mexico Public Education Department ("NMPED");

- c. Arranging job interviews with potential school employers;
  - d. Helping the school employer sponsor the applicant and obtain a J-1 visa.
22. TTSI collects fees from prospective applicants for this process before they are hired or guaranteed a job.
23. TTSI places teachers under H-1B or J-1 visas.
24. The J-1 program allows teachers to teach in the U.S. for five (5) years.
25. TTSI misleads teachers regarding TTSI's actual role in obtaining the required immigration visas for teaching positions as they have no authority to obtain these visas on behalf of the teacher.
26. TTSI could not process the application as a J-1 Visa, since they did not receive a Letter of No Objection from the NM Public Education Department and TTSI was not allowed to operate in New Mexico for those purposes.
27. TTSI may have used its association with Dr. George Bickert, Superintendent of Ruidoso Schools, to create legitimacy for the company, and to help network with other New Mexico school districts. Dr. George Bickert actively corresponded with teachers in the collection of unpaid fees and represented himself as instituting new accounting procedures for TTSI in 2017.
28. TTSI requires that applicants sign a "Teacher-Financing Agreement" and select a payment plan for payment of TTSI's fees. These "Teacher-Financing Agreements" do not detail any of the services for which the teacher has contracted with TTSI, but specifically reference a previous "Teacher- Terms of Services Agreement." Upon information and belief, many of TTSI's applicants never receive copies or agree in writing to the "Teacher-Terms of Services Agreement".
29. TTSI's website claims that before applicants start their teaching position, they "only pay for the license application and background check fees, plus a very small processing fee

to TTSI. Total cost: \$399.00.”

30. TTSI website also claims that “[w]hen starting your new teaching job, your total cost for all of their support and services, including the visa fees, will be less than 10% of your teaching salary.”

31. The TTSI website currently advertises the following rates for New Mexico teachers:

- a. Level 1 teachers - \$41,000
- b. Level 2 teachers - \$52,000
- c. Level 3 teachers - \$60,000

32. However, many applicants do not know their future salary when they sign the financing agreement.

33. TTSI charges exorbitant and excessive fees for the placement services they provide, averaging about \$15,000 per teacher, in excess of the advertised 10% of the teaching salary.

34. Several other companies operating in the State of New Mexico that provide nearly identical services on average charge \$4,000 per teacher. Considering New Mexico’s current teacher shortage, Plaintiff supports bringing in teachers from outside the country if it is done ethically.

35. Once in the United States, teachers are forced to pay previously undisclosed additional fees, placement fees, or sign additional refinancing contracts.

36. Teachers who are unable to pay the required installment of around \$400 per month are subject to late fees.

37. Teachers who have not been able to pay those fees have been threatened with legal action.

38. Teachers who have not been able to pay have been threatened with being reported to Immigration and Customs Enforcement, or with a change in their immigration status.

39. On October 7, 2019, TTSI filed eight lawsuits in Carrizozo Magistrate Court for breach of contract against eight teachers. *See Case Nos. M-30-CV-2019-00026 through -33.*

40. TTSI was represented by private counsel.

41. All eight of the teachers retained private counsel in those matter, which at this time are all set for jury trials.

42. The complaints alleged breach of contract by the defendants for failure to pay their monthly fees.

## **COUNT ONE**

### **TTSI ENGAGES IN UNFAIR AND DECEPTIVE TRADE PRACTICES.**

*See, § 57-12-2(D).*

43. The UPA prohibits unfair or deceptive trade and unconscionable trade practices in the conduct of any trade or commerce. *See § 57-12-3.*

44. The UPA defines an "unfair or deceptive trade practice" as an act specifically declared unlawful pursuant to the UPA, a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services or in the extension of credit ... that may, tends to or does deceive or mislead any person.

§ 57-12-2(D).

45. The UPA further defines an "unfair or deceptive trade practice" as:

- a. "[R]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have;" § 57-12-2(D)(5);
- b. "[D]isparaging the goods, services or business of another by false or misleading representations;" § 57-12-2(D)(8);

- c. “[M]aking false or misleading statements of fact concerning the price of goods or services, the prices of competitors or one's own price at a past or future; § 57-12-2(D)(11);
- d. “[U]sing exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if doing so deceives or tends to deceive.” § 57-12-2(D)(14); and
- e. “[S]tating that a transaction involves rights, remedies or obligations that it does not involve” § 57-12-2(D)(15).

46. TTSI’s advertising makes unsupported, inaccurate, and ambiguous assertions regarding their ability to help teachers obtain teaching credentials and J-1 Visas.

47. TTSI willfully represents that services have characteristics, uses, or benefits that they do not have when negotiating the “Teacher- Terms of Service” agreements with Filipino individuals in violation of UPA.

48. TTSI takes advantage of a lack of knowledge, ability, experience or capacity of a person to a grossly unfair degree when negotiating these “Teacher- Financing Agreement” contracts with Filipino individuals seeking teaching positions in New Mexico.

49. TTSI willfully misleads the teachers when stating “[w]hen starting your new teaching job, your total cost for all of their support and services, including the visa fees, will be less than 10% of your teaching salary” when in fact they could not possibly know that and is typically in excess of 10% of their annual salary.

50. TTSI takes advantage of a lack of knowledge, ability, experience or capacity of the teachers to a grossly unfair degree in the collection their debts by threatening teachers who have not been able to pay with being reported to Immigration and Customs Enforcement, or with a change in their immigration status.

51. The services actually provided by TTSI results in a gross disparity between the

value received by the Filipino teachers and the price paid as evidenced by companies providing nearly identical services for similarly situated Filipino teachers at nearly one third of the cost.

52. According to the TTSI website, their “Teacher Service Contracts”, written correspondence, and oral assertions by TTSI orally that they assist the teacher in obtaining a J-1 Visa.

53. TTSI could not process the application as a J-1 Visa, since they did not receive a Letter of No Objection from the NM Public Education Department and TTSI was not allowed to operate in New Mexico for those purposes.

54. Upon information and belief, at various times TTSI indicated they would be able to submit the application on behalf of the Plaintiff’s to obtain the J-1 license while being incapable of doing so.

55. While the responsibility to acquire such a visa is that of the potential employer, TTSI fails to explain this and refers the teachers to another company in order to obtain the J-1 Visa at additional expense to the teachers while providing no refund for their lack of services contracted for.

## **COUNT TWO**

### **TTSI ENGAGES IN UNCONSCIONABLE TRADE PRACTICES.**

*See, § 57-12-2(E).*

56. Plaintiff/Petitioner re-alleges and incorporates the factual allegations set forth above.

57. The UPA defines an "unconscionable trade practice" as

an act or practice in connection with ... the offering for sale, lease, rental or loan, of any goods or services, including services provided by licensed professionals, or in the extension of credit or in the collection of debts that to a person's detriment: (1) takes advantage of a lack of knowledge, ability, experience or capacity of a person

to a grossly unfair degree; or (2) results in a gross disparity between the value received by a person and the price paid. § 57-12-2(E).

58. Defendant's business activities reveal a pattern and practice of unconscionable trade practices in offering and providing employment services to consumers.

59. From the inception of the business relationship, there is an imbalance in bargaining power between TTSI and consumers.

60. TTSI engages in a misleading marketing campaign to induce consumers to enter into unconscionable contracts of adhesion.

61. TTSI presents consumers with agreements that takes advantage of individuals lacking citizenship seeking teaching positions in New Mexico. TTSI pursues these agreements because the prospective teacher's lack of knowledge, ability, experience or capacity to sign a financing agreement in a grossly unfair degree.

62. TTSI fails to give the consumer a copy of the service contract upon their request when any dispute as to money owed arises.

63. TTSI's unconscionable business practices in the course of offering employment placement services grossly takes advantage of consumers' lack of knowledge and experience with the requirements for teaching licensure and J-1 Visas, to the detriment of consumers and in violation of the UPA. *See* § 57-12-3.

### **COUNT THREE**

#### **REQUEST FOR INJUNCTIVE, EQUITABLE AND ANCILLARY RELIEF, INCLUDING THE DISGORGEMENT OF ALL ILL-GOTTEN GAINS FOR UPA VIOLATIONS.**

64. Plaintiff/Petitioner re-alleges and incorporates the factual allegations set forth above.

65. TTSI's business activities violate New Mexico law and reveal a pattern and practice of exploiting consumers through the use of deceptive acts and business practices.

66. On this basis, the New Mexico Attorney General petitions the Court for temporary or permanent injunctive relief pursuant to the UPA.

67. In any action filed pursuant to the Unfair Practices Act, the attorney general may petition the district court for temporary or permanent injunctive relief and restitution. *See* § 57-12-8.

68. When seeking injunctive relief pursuant UPA, the Attorney General is not required to post bond. *See* §57-12-8(A).

69. Plaintiff/Petitioner requests reimbursement of costs and an award of reasonable attorneys' fees.

#### **COUNT FOUR**

##### **EQUITABLE RECOVERY UNDER PRINCIPLES OF RESTITUTION AND UNJUST ENRICHMENT.**

70. Plaintiff/Petitioner re-alleges and incorporates the factual allegations set forth above.

71. As a direct and proximate result of TTSI's deceptive and unconscionable conduct of inducing teachers into unreasonable financing agreements for services they may or may not have provided, Defendants have been unjustly enriched.

72. This Court should find that TTSI has been unjustifiably enriched and order TTSI to disgorge all monies received as a result of its unlawful business practices.

#### **COUNT FIVE**

##### **FRAUD**

73. Plaintiff/Petitioner re-alleges and incorporates the factual allegations set forth above.

74. Defendants committed an act of fraud when it represented to Filipino teachers that it would assist them in obtaining J-1 Visas while knowing that it had no authority to obtain these Visas on behalf of the Filipino teachers.

75. Defendants recklessly made the representation they would assist Filipino teachers in obtaining H-1B Visas knowing that an employer must sponsor a H-1B Visa holder.

76. Defendants made representations they would assist Filipino teachers in obtaining H-1B Visas with the intent to deceive and induce Filipino teachers into entering into an agreement with Defendant as well as representing that TTSI was the only reason the Filipino teachers obtained these Visas when collecting payments on financing agreements.

77. Filipino teachers relied on the truthfulness of Defendant's representations, including that it would help them obtain H1B Visas, when deciding to proceed with entering an agreement with Defendants.

78. As a consequence of Defendant's false representations, Plaintiffs suffered damages including:

- (a) financial expenditures prior to entering an agreement with Defendants,
- (b) payments to Defendants beyond the value of the services Plaintiffs received,

and

- (c) loss of employment opportunities in the Philippines.

**WHEREFORE,** Plaintiff/Petitioner respectfully requests that:

- A. The Court find that it has subject matter jurisdiction over the matter brought before it;

- B. The Court find it has personal jurisdiction over the parties to this action;
- C. The Court find that venue is proper;
- D. Plaintiff/Petitioner is entitled to trial by jury of twelve persons;
- E. The Court find the Defendants has violated and continue to violate the UPA;
- F. The Court find the Defendant's trade practices are unconscionable;
- G. The Court find the Defendants have willfully used a method, act or practice to violate the UPA;
- H. The Court find Defendants are liable for each of the their fraudulent acts;
- I. The Court declare all transactions of the Defendant sharing the same or similar unlawful scheme in violation of the UPA;
- J. The Court issue a temporary injunction restraining the TTSI from engaging in the unlawful conduct alleged herein;
- K. The Court issue a permanent injunction restraining the TTSI from engaging in conduct which is found to be unlawful pursuant to UPA;
- L. The Court order the Defendants to pay restitution to all persons for any monies which were acquired through any practice found to be unlawful pursuant to UPA in an amount to be determined at trial;
- M. The Court order Defendants to disgorge all monies collected from engaging in conduct which is found to be unlawful pursuant to UPA and fraud in an amount to be determined at trial;
- N. The Court order the TTSI to pay to the State of New Mexico a civil penalty of up to FIVE THOUSAND DOLLARS (\$5,000.00) per willful violation of the UPA;

O. For Defendant's fraudulent representations, Plaintiffs seek i. An award of compensatory damages in an amount to be determined at trial; ii. An award of punitive damages; iii. An award of pre-judgment and post-judgment interest as permitted by law; iv. An award of any such other and further relief as the Court deems just and proper.

P. The Court order the Defendants

Q. to reimburse the New Mexico Office of the Attorney General for its attorney fees and costs incurred in the investigation and prosecution of this matter; and

R. For such other relief as the Court deems just and proper.

S. Plaintiff/Petitioner requests a trial by jury.

Respectfully Submitted,

HECTOR H. BALDERAS,  
ATTORNEY GENERAL

By:/s/ Mark F. Swanson

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