

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Chapter 11
)	
RIGOBERTO ALVARADO JR.)	Case No. 15-15249 (PSH)
)	
Creditor)	Honorable Pamela S. Hollis
)	
)	Hearing Date: December 10, 2015
)	Hearing Time: 10:00 a.m.
)	Court Room: 644

**RESPONSE OF RIGOBERTO ALVARADO JR TO GULF PACKAGING, INC.'S
FIRST OMNIBUS OBJECTION TO PRIORITY CLAIMS
PURSUANT TO FED. R. BANKR. P. 3007(D)(8)**

COMES NOW Rigoberto Alvarado Jr in response to Gulf Packaging, Inc.'s First Omnibus Objection to Priority Claims Pursuant to Fed. R. Bankr. P. 3007(D)(8) as follows:

1. On February 20, 2013 I met with Mr. Roberto Sanchez, Gulf Packaging Sales Manager El Paso/Los Angeles to talk about the possibility of joining his team.
2. On March 1, 2013 I received an offer from Mr. Sanchez via email (Exhibit A) which I accepted. On that same day I confirmed to Mr. Sanchez that my first day at work would be March 11, 2013.
3. On March 11, 2013 I was required to sign the formal Gulf Systems, Inc. Sales Employment Agreement (Exhibit B) which includes the following:

- a. The very first paragraph stated this to be an employer-employee relationship where THIS SALES EMPLOYMENT AGREEMENT made and entered into as of the 11th day of March, 2013 by and between Gulf Systems, Inc. (hereafter called "Employer") and Rigoberto Alvarado Jr., an individual (hereafter called "Employee").

FILED
 UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF ILLINOIS
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 JEFFREY P. ALLSTEADT, CLERK
 TEAM CA

- b. The definition of Employment under this document is explained in detail under 1. DEFINITIONS where Employer hereby agrees to Employ Employee, and Employee hereby accepts employment upon the terms and conditions hereinafter set forth.
 - c. The position title and employment location are described under 2. DUTIES where Employee is employed as Employer's Sales Representative at Employer's offices located at **El Paso Texas**, and in such capacity, Employee shall perform the duties of a commission sales Representative.
 - d. The Employee's right to be paid in the event of a termination without cause is explained in detail under 3. TERMINATION WITHOUT CAUSE where If, during the term of the Employment Agreement, the business of the Employer is terminated in any manner for any reason, this Employment Agreement shall terminate on the same date, without further liability of any of the parties hereto, except the Employee shall be paid all compensation due to the date of termination.
4. Please note that I diligently performed my duties as a Gulf Packaging Sales Representative and identified myself using the approved business cards (Exhibit C) beginning on March 11, 2013 until April 9, 2015 when I received an email by the company's President, Mr. Jeff Cutshall (with CC to Mrs. Carol Cutshall, HR Director) (Exhibit D) stating that Unfortunately we will need to terminate your employment with Gulf Packaging. The reason for termination is job elimination. This message represents the best proof that there was an actual employer-employee relationship with Gulf Packaging.

5. Please note that I have attached information from the Texas Secretary of State (Exhibit E) showing that Gulf Systems, Inc. registered Gulf Packaging as their assumed name.

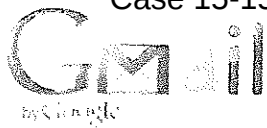
I respectfully request that the Debtor objection be denied and that my claim be classified as a priority claim on the basis of the information and documentation here provided.

RIGOBERTO ALVARADO JR

By: 

Dated: December 1, 2015

Prepared by:
Rigoberto Alvarado Jr.
3508 Tierra Zafiro Dr.
El Paso, TX 79938
(915) 490-3764
Rigoberto.Alvarado@gmail.com



Rigoberto Alvarado <rigoberto.alvarado@gmail.com>

offer

Rigoberto Alvarado <rigoberto.alvarado@gmail.com>
To: Roberto Sanchez <rsanchez@gulfpackaging.com>

Fri, Mar 1, 2013 at 2:40 PM

Hi Robert,

My first day would be 3/11.

Regards,

Sent from my iPhone

On Mar 1, 2013, at 7:10 AM, Roberto Sanchez <rsanchez@gulfpackaging.com> wrote:

Rigo,

Here is our offer:

\$6500 per month for 1st 90 days

Adjustments per our program – attached

Commission is also earned from day one.

Phone

Mileage- upto \$300 per month

Expenses for DCL

Regards

Roberto Sanchez

Gulf Packaging

El Paso/Los Angeles

915-471-4400

Gulf Systems, Inc.
SALES EMPLOYMENT AGREEMENT

THIS SALES EMPLOYMENT AGREEMENT made and entered into as of the 11th day of March, 2013 by and between Gulf Systems, Inc. (hereafter called "Employer") and Rigoberto Alvarado Jr., an individual (hereafter called "Employee").

WITNESSETH: In consideration of employment of Employee by Employer upon and under the terms and conditions and provisions set forth herein, and in consideration of the compensation to be paid by employer to Employee, the mutual covenants and agreements herein contained and each act done pursuant hereto by either of the parties, the receipt and adequacy of which is hereby acknowledged, the Employee and the Employer hereby mutually agree as follows:

1. DEFINITIONS:

1.) DRAW: For purposes of this Agreement the Term Draw will be an advance to the employee by the Employer. The Term Compensation will be payment of earned commissions.

2.) EMPLOYMENT: Employer hereby agrees to employ Employee, and Employee hereby accepts employment upon the terms and conditions hereinafter set forth.

3.) TERM: Subject to the provisions for termination as hereinafter set forth, this Employment Agreement shall be effective on the 11th day of March, 2013 and shall continue for the remainder of the current calendar year and thereafter from calendar year to calendar year until notice of termination is given as hereinafter provided.

4.) COMPENSATION: Employer shall pay compensation to Employee as follows:

A. Commission Compensation:

(1) As long as this Employment Agreement has not been terminated by either Employer or Employee under the provisions of Paragraph 3 or Paragraph 4 hereof, and the Employees sales bank is in a surplus, Employer shall pay each month to Employee compensation which shall equal all commissions on sales of Employer's products effected by and through Employee to Employer's customers in the territory assigned to Employee by Employer during the month immediately preceding, each such commission calculated as follows:

(a) The commission on each such sale shall be a certain percent (hereafter called "commission rate") of Employer's gross profit on each such sale, as affected by and through Employee to a customer of Employer in Employee's assigned territory, during the month immediately preceding. At the time of execution of this Employment Agreement, the commission

rate is adjustable, (see Exhibit "A"). Employer reserves the right to raise or lower the aforesaid commission rate from time to time at the sole discretion of Employer, upon written notice to Employee. As used herein, "Gross Profit" shall mean selling price, less Employer's Salesman's cost and freight charges to destination, if any. As used herein, "Salesman's Cost" shall mean the cost established by Employer as the basis for calculation of commissions, to be confidentially available to Employee.

(b) Each commission referred to above shall be subject to the following: The said commission shall be reduced proportionately by all customer returns; and in the event the invoice or bill sent by Employer to its customers, and pertaining to any such sale, becomes delinquent for more than ninety (90) days from the date of said invoice, Employer will deduct the commission previously paid by Employer with respect to all such sales against any future commissions earned by or credited to Employee.

(c) Employer agrees to pay Employee a draw on commission as an advance to earned commissions based upon an average of gross commissions in a quarter, by month over and above one and one half of the total average for a supporting bank. Said average will be paid on a monthly basis. Progress toward earning sufficient commission to warrant this draw amount shall be reviewed at three (3) month intervals by both parties and can be adjusted by Employer at anytime.

(d) All monthly compensation paid to Employee under the provisions of Paragraph 4A hereof are subject to withholding by Employer for Federal and State Income Taxes, FICA and for any other taxes subject to being withheld as required by local, state and federal taxing authorities.

2. DUTIES: Employee is employed as Employer's Sales Representative at Employer's offices located at **EL Paso Texas**, and in such capacity, Employee shall perform the duties of a commission sales Representative. The precise duties of the Employee may be extended or curtailed from time to time, at the direction of the employer. The employer shall assign to Employee a territory within which Employee shall solicit sales on behalf of Employer, and such territory may be altered, increased or decreased, from time to time at the sole direction and discretion of the Employer. At all times during the performance of this Employment Agreement, the Employee shall adhere to all of the rules and regulations that have been in force or may be established by the Employer for the conduct of its' Employees. Further, the Employee shall devote Employee's attention and energies to the business of the Employer, and shall not, during the term of this Agreement, be actively engaged in any other business activity. This shall not be construed as preventing the Employee from investing Employee's assets in a form or manner as will not require any services on the part of the Employee in the operation of the affairs of the entity in which such investments are made; provided, however, that such investments are not made in an organization which is a competitor of the Employer.

3. TERMINATION WITHOUT CAUSE: Without cause, the Employer may terminate this Employment Agreement at any time. With or without cause, Employee may terminate this Employment Agreement. In the event of notice given by either party, Employee shall continue to work for Employer for the full notice period, if so required by Employer. In such event, Employee shall continue to render services and shall be paid Employee's compensation up to the date of termination. The Employer reserves the right at any time to pay to the Employee Employee's full compensation for any required notice period and to terminate this employment immediately, or at any time during such notice period. If, during the term of the Employment Agreement, the business of the Employer is terminated in any manner for any reason, this Employment Agreement shall terminate on the same date, without further liability of any of the parties hereto, except the Employee shall be paid all compensation due to the date of termination.

4. TERMINATION WITH CAUSE: Employer shall have the right to terminate this Employment Agreement for cause, and in such event, the Employer shall be obligated to pay the Employee the compensation due to the date of termination only. The definition of "cause" shall include, but not be limited to, default, or non-performance by Employee of any provisions of this Employment Agreement, or of the rules and regulations of the Employer governing Employee's duties and conduct.

5. TRAINING: The Employee agrees to submit to any training or educational program or procedure, at the Employer's expense, as deemed necessary by the Employer in order for the Employee to perform efficiently all of the duties and services required of Employee by the Employer.

6. FRINGE BENEFITS: Employee shall have the benefit of any medical insurance plans that the Employer may, from time to time establish, promulgate or keep in effect for the benefit of its' employees, such plans to include those which may require employee contribution to the premium charged therefore. The Employee shall be required to comply with the conditions attendant to coverage by such plans and shall be entitled to benefits only in accordance with the terms and conditions of such plans. During the term of this Agreement, Employer shall pay all premiums under any medical insurance plans that Employer has established for Employee's personal medical coverage and for Employee's dependant's medical coverage, subject to the terms and conditions herein. Nothing contained herein shall be construed to require the Employer to establish any life or medical insurance plans not in existence on the date hereof, or to continue any plans in existence on the date hereof, or to prevent the Employer from modifying and/or terminating any plans in existence on the date hereof. No such act or omission shall be deemed to affect this Employment Agreement or to require modification of the compensation, additional benefits or other conditions contained herein.

7. DEATH: In the event of Employee's death during the term hereof, this Employment Agreement shall terminate immediately, and the Employer shall be liable to pay to the Employee's legal representative only such commission compensation due the Employee to the date of the Employee's death, being the last day of Employee's employment hereunder.

8. ADDITIONAL COMPENSATION OR BONUSES: The Employee may receive additional compensation, in the form of bonuses or additional commission, as the Employer, from time to time may decide to pay. Nothing herein shall be construed to require Employer to pay any such additional compensation to Employee. Except for the Employer's agreement while this Agreement is in effect to pay agreed upon premiums for Employee's medical insurance coverage and Employee's dependant medical insurance coverage under the medical coverage plan established by Employer at the time this Agreement is executed and as may be established while the Agreement is in effect, subject to the terms and conditions set forth herein and in Paragraph 8 hereof, Employer shall not pay or reimburse Employee for any expenses personally incurred by Employee during the term of this Agreement, and Employee shall bear the cost of all such expenses incurred by Employee in connection with Employee performing his duties for the Employer as set forth herein unless agreed to by the Employer and Employee.

9. CONFIDENTIAL INFORMATION: Employee hereby acknowledges that during the course of his employment with Employer during the term hereof, and if applicable, during prior employment with Employer continuous to the date of execution of the Employment Agreement, he will and, if applicable, has become acquainted with confidential information relating to Employer's business, customers, customer lists, organization and personnel, and that he may, in the course of performing his duties hereunder, have access to and custody of confidential documents and instruments belonging to the Employer, its' affiliates, franchisees, or licenses, or to its' customers. The Employee acknowledges he has a confidential relationship with Employer, requiring trust and confidence, and that he does hereby agree to respect all confidence and not to divulge or disclose any such confidential information, instruments, or documents to any person, business, corporation, institution or entity except on the direct authorization of the President of the Employer. Further, that upon termination of Employee's employment, with or without cause, Employee agrees that he will continue to treat as private and confidential any and all information relating to Employer's business, customer lists, organization and personnel, and shall not release any such information to any person, business, corporation, institution or entity except upon direct written authority of the President of the Employer; further, the Employer shall be entitled to an injunction by any court of competent jurisdiction to enjoin and restrain the unauthorized disclosure of such information or violation of the Employment Agreement with respect thereto. Further, the Employee agrees that upon termination of employment with Employer, with or without cause, he will return immediately to Employer any and all confidential papers, documents and instruments pertaining to Employer's business, customers, customer lists, organization and personnel previously placed in his custody or obtained by him in the course of employment with Employer; further, that he will not retain copies of such papers, documents and instruments for any purpose whatsoever, and that he will not thereafter divulge or disclose to anyone any confidential information obtained by him in the course of employment without prior written authority of the President of the Employer.

10. REMEDY: Employee hereby agrees and acknowledges that there is no adequate remedy at law available to Employer for the enforcement of Paragraph 9 of this Employment Agreement or the determination of appropriate damages for continuing and future breach of obligation herein and the Employer therefore, is entitled to seek and obtain extraordinary injunctive and

equitable relief in any court of competent jurisdiction to prevent any continuing and further breach of the provisions of Paragraph 9 hereof.

11. WAIVER OF BREACH: The waiver by Employer of due performance of, or compliance with, any provisions of this Employment Agreement by Employee shall not operate or be construed as a waiver of due performance or compliance by the Employer thereafter, nor shall such waiver operate or be construed as a waiver of any subsequent breach or failure to comply by the Employee.

12. NOTICES: Any notice required or permitted to be given hereunder shall be sufficient if in writing, and if sent by certified mail, return receipt requested to residence, in the case of the Employee, or to its' principal office, in case of the Employer.

13. ASSIGNMENT: The rights and obligations of Employer under this Employment Agreement shall inure to the benefit of and be binding on the successors and assigns of the Employer at the option of said successors and assignees.

14. PARAGRAPH AND OTHER HEADINGS: Paragraph and other headings in the Employment Agreement are for reference purposes only and shall affect in no way the meaning or interpretation of the Employment Agreement.

15. LAWS OF TEXAS: This Employment Agreement shall be construed in accordance with the laws of the State of Texas.

16. AMENDMENT: This Employment Agreement may not be amended or modified except by mutual agreement in writing executed by the parties.

17. COUNTERPART: This Agreement may be executed in separate counterpart copies with the same force and affect as if all parties had executed the same copy.

18. ENFORCEABILITY: If any portion or term of Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain fully in force and enforceable.

EMPLOYER:
Gulf Systems, Inc

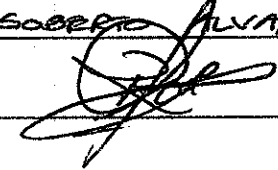
By: 

Date: March 11, 2013

Roberto Rene Sauer
Name Printed Sales Manager

EMPLOYEE:

RIGOBERTO ALVARADO JR.

By: 

Date: MARCH 11, 2013

RIGOBERTO ALVARADO JR.
Name Printed



Lic. Rigoberto Alvarado

12160 Rojas Dr., Suite D
El Paso, TX 79936

915 775 1881 office

915 471 9191 cell

915 775 0181 fax

El Paso, TX 79936

From: Jeff Cutshall
Sent: Thursday, April 9, 2015 1:21 PM
To: Rigoberto Alvarado
Cc: Carol Cutshall
Subject: Gulf Packaging

Rigo,

Blanca mentioned that she talked to you regarding GAPCO and 1099 status. As many are aware Gulf Packaging Inc has been under stress recently and has made the difficult decision to reduce the size of the work force. Unfortunately we will need to terminate your employment with Gulf Packaging. The reason for termination is job elimination. Please turn in any expenses you feel are owed and Gulf Packaging will process those for payment. GAPCO has made an offer to continue to process orders as a 1099 employee. You would earn a 40% commission on any orders processed with GAPCO. Please let me know if this is of interest to you and I can put you in contact with the appropriate person. I have copied Carol Cutshall on the email as she can answer any questions you may have. We appreciate the time you have spent with us and wish you the best of luck.

Jeff Cutshall
Gulf Packaging

TEXAS SECRETARY OF STATE						
CARLOS H. CASCO						
UCC Business Organizations Trademarks Notary Account Holders Brexcase Logout						
BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY						
Filing Number:	41323200	Entity Type:	Domestic For-Profit Corporation			
Original Date of Filing:	August 22, 1977	Entity Status:	In existence			
Formation Date:	N/A					
Tax ID:	17419300268	FEIN:				
Duration:	Perpetual					
Name:	GULF SYSTEMS, INC.					
Address:	7720 FM 1560 RD E HUMBLE TX 77346 USA					
RENEW/REACTIVATE FRANCHISE HISTORY FINANCIALS MANAGEMENT ASSUMED NAMES ASSOCIATED ENTITIES						
Assumed Name	Date of Filing	Expiration Date	Inactive Date	Name Status	Counties	
Gulf Packaging	November 12, 2007	November 6, 2017		Active	All Counties	