

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE
HMP Services Holding Sub III, LLC, et al. Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5082
New York, NY 10150-5082

PROOF OF CLAIM

Name of Debtor Against Which Claim is Held
HMP Services Holding, Inc.

Case No. of Debtor
10-13619 (BLS)

Filed: USBC - District of Delaware
HMP Services Holding, Et Al.
10-13618 (BLS)

000000119

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

HMP (MERGED, DBF, SCHED_NO) SCHEDULE #: 619000770
BEAULAC, ROBERT
246 PINE ORCHARD ROAD
BRANFORD, CT 06405

(860) 997-4717

Telephone number:

Email Address:

Name and address where payment should be sent (if different from above)

Telephone number:

Email Address:

☒ Check this box to indicate that this claim amends a previously filed claim.

Court Claim

Number: _____

(If known)

Filed on: _____

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

Your claim is scheduled by the Debtor as:
UNSECURED
UNLIQUIDATED
DISPUTED
UNDETERMINED

1. Amount of Claim as of Date Case Filed: \$ 84,606.40
If all or part of your claim is secured, complete Item 4. If all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete Item 5.
If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.
☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.

2. Basis for Claim: Employment Contract
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____
3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____
(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 8 and definition of "redacted" on reverse side.)
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 2/10/11
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power-of-attorney, if any.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

FILED / RECEIVED
FEB 11 2011
EPIQ BANKRUPTCY
SOLUTIONS, LLC



February 4, 2009

Mr. Robert Beaulac
Berkshire Westwood
P. O. Box 1399
Holyoke, MA 01041-1399

Dear Bob:

It has been a pleasure meeting with you over the past several days, and we truly look forward to working with you as part of the Pitman Company team here in New England.

The purpose of this letter is to summarize the business opportunity you and I have been discussing, bring clarity to the projected sales and gross margin dollars involved and present to you the employment offer the Pitman Company can provide.

Business that can be converted (annual):

<u>Revenue</u>	<u>Gross Profit Dollars</u>
\$9,350,000	\$2,125,000

Based on the above figures, as agreed upon projections of revenue and gross margin dollars that can be converted to Pitman, we extend the following employment offer:

Robert Beaulac
Sales Representative

Salary 160
\$150,000
(2 Yr Term) 150,000

\$500/CAR

Health Benefits, Reasonable Expense Allowance, 80% Gas Reimbursement, Car Insurance, Telephone Expenses

5% Commission Rate on GP\$ (paid monthly)
(Example: \$1,400,000 x .05% = \$ 70,000
\$220,000)

Craig Plante
Sales Representative

Salary
\$ 75,000
(2 Yr Term)

Health Benefits, Reasonable Expense Allowance, 80% Gas Reimbursement, Car Insurance, Telephone Expenses

5% Commission Rate on GP\$ (paid monthly)
(Example: \$725,000 x .05% = \$ 36,250
\$111,250)

Matt Polinski
Customer Service Rep

Salary
\$ 50,000

Health Benefits, Telephone Expenses

(It is understood that Matt Polinski has \$400,000 in sales and \$100,000 in gross profit in his own accounts)

Original Feb 4th
Amended Feb 4th
Year one) (150,000 for year 2)
+ 5% commission
2YR DEAL

Robert Beaulac
Employment Offer
Page 2

Compensation Plan

Business that can be converted (annual):

Revenue: \$6,000,000

Gross Profit Dollars: \$1,625,000

Based on the above figures, as agreed upon projections of revenue and gross profit dollars that can be converted to Pitman Company, we extend the following employment offer and compensation package:

	<u>Salary</u> (2 Year Term)
Robert Beaulac	Year 1: \$160,000 Annual
Sales Representative	Year 2: \$150,000 Annual

5% commission rate on gross profit dollars (paid monthly)

Company Car

A monthly allowance of \$500 will be paid to cover the cost of leasing a vehicle for company business usage. It will be your responsibility to secure insurance with \$250,000/\$500,000 liability coverage. You will be reimbursed for the cost of this policy up to the plan limits. (Auto insurance will be reimbursed \$1,500 cap annual.). A 2-1/2 cents per mile allowance will be paid to cover routine maintenance. Gas reimbursement is 80% of actual.

2/mc
10th
OF MONTH

Expenses

Reasonable expenses relating to company business will be covered on your personal credit cards (including travel, lodging, meals, entertainment). All expenses are subject to District Manager approval. You will be responsible for submitting monthly expense reports through Pitman's On-Line Expense Reporting System prior to reimbursement along with applicable expense receipts and documentation.

Monthly Amount: \$450.00

Computer

A computer reimbursement will be provided for your business use under the Pitman allowance program.

\$1,800 Laptop PC reimbursement over 36 months

\$1,200 Desktop PC reimbursement over 36 months

Robert Beaulac
Employment Offer
Page 3

Telephone Expense

A monthly allowance for business use of telephone will be provided for (approximately \$225.00 per month).

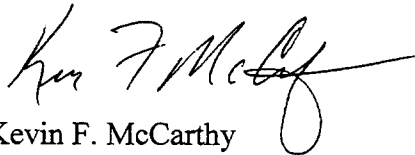
Benefits

Medical and Dental Plan (effective April 1, 2009) 296
Discretionary matching 401K Plan (employer 25% match of employee's first 6% of contributions)
(See attached for further descriptions.)

Once again, we look forward to having you on the Pitman Team! Please acknowledge acceptance of this offer by signing and dating below.


Sincerely,

PITMAN COMPANY



Kevin F. McCarthy
New England District Manager

KFM/tf

Accepted By 
Robert Beaulac

Date 2/6/09

NOTE: It is PITMAN'S understanding that you have no contractual obligations, restrictive covenants, non-compete or confidentiality agreements with your previous employers that prevent your full implementation of duties and responsibilities with the PITMAN COMPANY. Any obligations that are made known at a later date (and not currently known) could result in this agreement being re-negotiated or voided without penalty.



March 12, 2010

Mr. Robert Beaulac
246 Pine Orchard Road
Branford, CT 06405

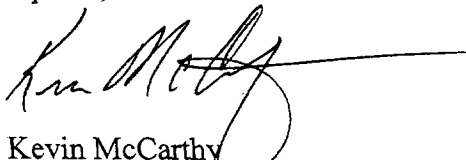
Dear Bob:

As you are aware, the terms of your employment and compensation with Pitman Company are contained in the written offer of employment dated February 6, 2009. Specifically, the agreement provides the following material terms:

- As part of your responsibilities, you are required to "maintain and convert your existing account base and develop opportunities for growth within these accounts;"
- Your compensation plan is specifically based on the anticipated conversion of your pre-existing accounts in the annual amount of revenue of \$6,000,000 and gross profit dollars of \$1,625,000;
- "Based on the above figures, as agreed upon projections of revenue and gross profit dollars that can be converted to Pitman Company, we extend the following employment offer and compensation package: Year 1: \$160,000 Year 2: \$150,000"

As has been communicated to you several times throughout your first year of employment, you did not generate the revenue and gross profits as agreed to and required by the terms of your employment offer. Specifically, for the period from April 1, 2009 to February 28, 2010, your generated sales are \$1,546,303.57 and gross profits generated are \$285,071.46. Thus, your projected sales are \$4,313,123.38 short of your required sales goal. Likewise, your projected gross profit dollars will fall short of your goal by \$1,314,012.95.

As discussed above, and as specifically stated in your employment offer dated February 6, 2009, part of your responsibilities are to "maintain and convert your existing account base and develop opportunities for growth within these accounts" and your compensation offer was specifically based on the aforementioned agreed-upon projections of revenue and gross profit. Thus, as you did not complete the duties as assigned to you and generate the revenue and profits as agreed, your annual salary will be reduced to \$100,000.00 effective April 1, 2010.


Kevin McCarthy
New England District Manager

Ceridian COBRA Continuation Coverage Invoice
 www.ceridian-benefits.com

 Group Benefits with: AGFA CORPORATION
 Coverage: Medical: Indiv+2/Fam; Dental: Indiv+2/Fam; FSA

 Customer Service Hotline
 800-877-7994

Premium/Coverage Change

363 - 0000373

 ROBERT R. BEAULAC
 246 PINE ORCHARD ROAD
 BRANFORD CT 06405-5516

 Date: 12/21/10
 ID#: NC-31729535
 Elected: 12/02/10

Period of Coverage	Premium	Amount Paid	Amount Due	Date Due	Grace Period Ends
12/01/10 to 12/31/10	1948.08	0.00	1948.08	12/01/10	02/04/11
01/01/11 to 01/31/11	1926.59	0.00	1926.59	01/01/11	02/04/11
			\$3774.67		

PD
1/18/11

THIS IS THE INVOICE FOR YOUR FIRST PERIOD OF COBRA COVERAGE. CLAIMS PAYMENTS MAY BE DELAYED 30 TO 60 DAYS BECAUSE OF THE TIME REQUIRED TO PROCESS AND REPORT YOUR INITIAL PAYMENT. PLEASE SEE REVERSE FOR IMPORTANT PAYMENT, BILLING AND ELIGIBILITY INFORMATION.

Coverage will be cancelled if your premium payment is not made on or before each grace period ending date shown above. If coverage is cancelled for non-payment of premium, reinstatement of coverage is not allowed. No partial payments will be accepted. Acceptance of payments by Ceridian, as collection agent for the employer, is without prejudice and with reservation of all rights. Please see reverse for important information regarding eligibility, premium billing and payment requirements, as well as continued certification for the COBRA premium reduction.

MAKE CHECKS PAYABLE TO: Ceridian COBRA Services
 Ceridian COBRA Services, P.O. Box 534099 St. Petersburg, FL 33747

Please cut at

MICHAEL D. PARKER
ATTORNEY AND COUNSELOR
1391 MAIN STREET, SUITE 610
SPRINGFIELD, MASSACHUSETTS 01103

JEFFREY R. LINDEQUIST

TELEPHONE (413) 736-4101

TELECOPIER (413) 736-4582

February 10, 2011

VIA FEDERAL EXPRESS

HMP Services Holding Sub III, LLC, et al.
Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, New York 10017

In re: HMP SERVICES HOLDING, INC., Case No. 10-13619 (BLS)

To Whom It May Concern:

With respect to Robert Beaulac, enclosed please find the completed Proof of Claim form. Please disregard the proof of claim filed in the amount of \$85,966.69, as that form was submitted in error.

Please process the enclosed in your usual fashion.

Sincerely yours,



Jeffrey R. Lindequist

JRL/jac

Enclosures

