

Fill in this information to identify the case:

Debtor 1 Jagged Peak, Inc.

Debtor 2 (Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: District of Nevada

Case number 19-15959

RECEIVED  
OCT 15 2019  
BMC GROUP

Official Form 410

**Proof of Claim**

04/19

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 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. 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**

<p>1. Who is the current creditor?</p>	<p><u>Hatcher Engineering, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>Hatcher Engineering, Inc. / Sylvia Hatcher</u> Name <u>2108 West Risk Street</u> Number Street <u>Plant City FL 33563</u> City State ZIP Code Contact phone <u>813-752-6900</u> Contact email <u>slh@hatcherengineering.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____</p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	

JAGGED PEAK Ct ID  
00012

**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? \$ \_\_\_\_\_ 6,800.00 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.  
Fire Protection Engineering Services Performed

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:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts 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)?

No

Yes. Check one:

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).

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

Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

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

Wages, salaries, or commissions (up to \$13,650\* 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).

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

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

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

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

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

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

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

\* Amounts are subject to adjustment on 4/01/22 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.

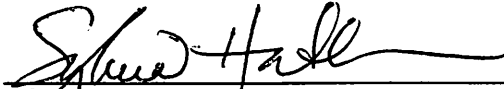
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment 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 a 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 10/07/2019  
MM / DD / YYYY

  
Signature

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

Name Sylvia Hatcher  
First name Middle name Last name

Title Business Administrator

Company Hatcher Engineering, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2108 West Risk Street  
Number Street

Plant City FL 33563  
City State ZIP Code

Contact phone 813-752-6900 Email slh@hatcherengineering.com



**HATCHER ENGINEERING, INC.**

**FIRE PROTECTION ENGINEERING · LIFE SAFETY**

2108 W. Risk Street  
Plant City, FL 33563

Tel: (813) 752-6900  
Fax: (813) 752-6911

To:

Jagged Peak  
7650 W. Courtney Campbell Causeway  
Waterford Plaza, Suite 1200  
Tampa, FL 33607

**INVOICE #:** 2019-1841-01

HEI JOB NO: 2019-1841  
DATE: 7/31/2019

PROJECT NAME REFERENCE	DATE DELIVERED	DELIVERED VIA	PAYMENT TERMS
Jagged Peak			<b>Net 30</b>

Jagged Peak Representative	Jagged Peak PO # (For Reference)	Jagged Peak JOB # (For Reference)
Sean Osborne		

QUANTITY	DESCRIPTION OF WORK PERFORMED	UNIT PRICE	AMOUNT
1	Fire protection engineering services. Phase 1 - Assessment. This billing is for work completed to date.	\$ 6,800.00	\$ 6,800.00
SUBTOTAL			<b>\$ 6,800.00</b>
SALES TAX			n/a
SHIPPING & HANDLING			n/a
<b>TOTAL DUE</b>			<b>\$ 6,800.00</b>

**Notes Concerning this Invoice:**

Please make all checks payable to: Hatcher Engineering Inc.

If you would like to pay this invoice via Credit Card or PayPal, please contact HEI at (813) 752-6900 and we will issue an email payment request for your convenience.

**Thank you for your business!**



2108 W. Risk Street  
Plant City, FL 33563

Tel: (813) 752-6900  
Fax: (813) 752-6911

**WORK AUTHORIZATION FOR ENGINEERING CONSULTING SERVICES**

DATE: Monday, June 10, 2019

<p><u>CLIENT:</u>  Jagged Peak 7650 W. Courtney Campbell Causeway Waterford Plaza, Suite 1200 Tampa, FL 33607</p>	<p><u>ENGINEER \ HEI:</u>  Hatcher Engineering, Inc. (HEI) 2108 W. Risk Street Plant City, FL 33563</p>	<p><u>PROJECT NAME:</u>  Jagged Peak Fire Pump Relocation Project St. Petersburg, FL</p>
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As instructed, Hatcher Engineering will begin work on the above referenced project in the near future. We have prepared this work order as a basic agreement for providing the services listed below. All work is subject to the attached provisions ("Attachment A"). Please send an executed copy (signed) back to our office as soon as possible.

**Project Description:**

This project will involve fire protection engineering consulting services as indicated below in the Scope section.

**Basic Scope Services:**

- Prepare an engineering assessment with recommendations and options related to relocating, or removing (if possible), the existing fire pump that serves the St Petersburg facility.
- Recommendations will be supported with preliminary hydraulic calculations.
- Hatcher Engineering will field survey existing conditions as required by the nature of the work (to verify existing conditions) or this service agreement.
- Hatcher Engineering will maintain Professional Liability (Errors & Omissions), General Liability and Workers Compensation Insurance for all employees of Hatcher Engineering working on your projects.

**Additional Services Not Included:**

- Consulting services outlined above are not "engineering design services" required to fix and/or modify existing systems. A proposed fee for engineering design services will be provided after the initial assessment/recommendations are reviewed by the CLIENT and a proposed direction is agreed to by all parties.

**Compensation:**

The CLIENT agrees to pay the ENGINEER on a time & expense bases with a not-to-exceed amount of **Nine Thousand, Eight Hundred Dollars, (\$9,800)** for Fire Protection consulting as outlined above.

Our proposed fees are based on the following:

Licensed Fire Protection Engineer:.....	\$150.00 / hr
CAD \ Technician:.....	\$85.00 / hr
Expenses (Printing, Travel, Lodging, Etc.).....	Direct Cost (No Mark-up)

If necessary, change orders and/or additional services will be negotiated as a fixed fee, or based on time & expense.

**CLIENT AUTHORIZATION:**

Signature:

Print Name:

Title:

Date:

*Daniel A. Ludwig*  
 Daniel A. Ludwig  
 CFO - Jagged Peak, Inc.  
 10 July 2019

**HATCHER ENGINEERING, INC.:**

Signature:

Organization:

Print Name:

Title:

*Nathaniel Hatcher*  
 Hatcher Engineering, Inc.  
 Nathaniel J. Hatcher, P.E.  
 President

**ATTACHMENT A – WORK AUTHORIZATION AGREEMENT CLARIFICATIONS*****Invoice & Payments:***

All invoices are due and payable in 30 days. Invoices over 90 days are subject to a 1.5% service charge per month on unpaid balances.

In the event that the design phase of this project exceeds 45 days, monthly partial billing for work completed will be submitted for payment.

Payment for services performed under this agreement constitutes acceptance of all terms and conditions set forth herein whether or not this agreement has been signed and returned to Hatcher Engineering.

***Ownership of Materials:***

Original documents, survey notes, digital files, tracings, and the like, except those furnished to the ENGINEER by the OWNER, the CLIENT or the CLIENT's other sub-consultants, are and shall remain the property of the ENGINEER as instruments of service. The CLIENT shall be furnished reproducible hard copies and AutoCAD dwg files (on request) of all plans prepared under this agreement. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to the ENGINEER. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the CLIENT and the ENGINEER prior to the reuse.

***Limitation of Liability:***

In recognition of the relative risks and benefits of the project to both the CLIENT and the ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER shall not exceed \$ 150,000 or the ENGINEER's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, omissions in the design documents covered in this AGREEMENT, strict liability, or breach of contractor warranty. Design defects resulting in an increased cost of construction, related to the design covered by this AGREEMENT, not exceeding a 20% contingency allowance above the bid cost, less changes made for any reason other than a design defect, shall exempt ENGINEER from liability.

***Indemnification:***

The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless the ENGINEER, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense cost, arising out of or in any way connected with the performance by any of the parties named of the services under this agreement, excepting only those damages, liabilities or cost attributable to the sole negligence or willful misconduct of the ENGINEER.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

***Termination of Services:***

This agreement may be terminated by the CLIENT or the ENGINEER should the other fail to perform its obligations hereunder. In the event of termination, the CLIENT shall pay the ENGINEER for all services rendered to the date of termination.

# District of Nevada Claims Register

## 19-15959-mkn JAGGED PEAK, INC., A NEVADA CORPORATION

**Judge:** MIKE K. NAKAGAWA      **Chapter:** 11  
**Office:** Las Vegas                      **Last Date to file claims:** 01/15/2020  
**Trustee:**                                      **Last Date to file (Govt):** 03/16/2020

<p><i>Creditor:</i>        (10930508)  Hatcher Engineering Inc.  2108 W. Risk Street  Plant City, FL 33563</p>	<p><b>Claim No:</b> 17  <i>Original Filed</i>  Date: 10/16/2019  <i>Original Entered</i>  Date: 10/16/2019</p>	<p><i>Status:</i>  <i>Filed by:</i> CR  <i>Entered by:</i> BMC GROUP, INC.  (1)  <i>Modified:</i></p>
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Amount claimed: \$6800.00

*History:*

[Details](#)    [17-1](#) 10/16/2019 Claim #17 filed by Hatcher Engineering Inc., Amount claimed: \$6800.00 (BMC GROUP, INC. (1))

*Description:* (17-1) Services Performed

*Remarks:* (17-1) ClaimsAgent Recvd: 10/15/2019

### Claims Register Summary

**Case Name:** JAGGED PEAK, INC., A NEVADA CORPORATION  
**Case Number:** 19-15959-mkn  
**Chapter:** 11  
**Date Filed:** 09/16/2019  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$6800.00
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		