U.S. Department of Labor Office of Labor-Management Standards Washington, DC 20210

## FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved Office of Management and Budget No. 1245-0003 Expires 10-31-2013



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

## READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT. 1. File Number: C- 00367 **Person Filing** 2. Name and mailing address (include ZIP Code): 3. Any other address where records necessary to verify this report are kept: Name Name Erick Becker Title Title CEO Organization Organization The American Consulting Group, Inc. P.O. Box, Bldg., Room No., if any P.O. Box, Bldg., Room No., if any Street 23361 Madero, Suite 220 Street City Mission Viejo City State California ZIP Code + 4 92691 ZIP Code + 4 State 4. Date fiscal year ends: 5. Type of person: c. Corporation d. Other (Specify): Individual b. Partnership **Nature of Agreement or Arrangement** 6. Full name and address of employer with whom made (include ZIP Code): 7. Date entered into: 2012 Name 8. Name of person(s) through whom made: Organization Soiland Resources, LLC Soiland Name Troy Trade Name, if any Northgate Ready Mix Name P.O. Box, Bldg., Room No., if any Name Street 5922 Pruitt Avenue City Windsor Name ZIP Code + 4 State California Name **Signatures** Each of the undersigned decades, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, any complete (See Section VII on penalties in the instructions.) 14. Signed President 13. Signed Treasurer (If other title, see (If other title, see instructions) instructions) Treasurer Title Title CEO Maria State a 7/13/2012 949 452-1840 7/13/2012 949 452-1840 On

Date

Date

Telephone Number

Telephone Number

Filer: Erick Becker The American Consulting Group, 1	Inc.	File Number C- 00367				
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Check the appropriate box to indicate whether an object of the activities unde .	rtaken, is directly or indirectly:					
a. To persuade employees to exercise or not to exercise, or persuade er collectively through representatives of their own choosing.	nployees as to the manner of $\epsilon$	exercising, the right to organize and bargain				
b. To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.						
10. Terms and conditions (Explain in detail; see instructions. Written agreements	,					
Employed on an hourly basis pursuant to written ago	reement attached.					
Specific Activities to be Performed						
11. For each activity, separately list in detail the information required (See instruct	ions):					
a. Nature of activity:	•					
Meet with employees to provide information on the l						
bargaining. Answer employee questions and review documentation with them regarding unions.						
11.b. Period during which performed:	11.c. Extent performed:					
June 2012	Completed					
11.d. Name and address through whom performed:	Additional Name and addres	s through whom performed, if any:				
Name Terren Becker	Name					
Organization The American Consulting Group, Inc.	Organization					
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., i	f any				
Street 23361 Madero, Suite 220	Street	·				
City Mission Viejo	City	·				
State California ZIP Code + 4 92691	State	ZIP Code + 4				
12.a. Identify subject groups of employees:	12.b. Identify subject labor o	rganizations:				
Ready mix and aggregate truck drivers	Teamsters Local 66	5				
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## AGREEMENT FOR PROVISION OF SERVICES

This Agreement is entered into by and between SOILAND RESOURCES, LLC, dba NORTHGATE READY MIX (referred to hereafter as "the Company") and THE AMERICAN CONSULTING GROUP, INC. (referred to hereafter as "ACG"). The parties agree that ACG will provide consulting services to the Company according to the following terms and conditions.

- 1. ACG has been retained to provide labor relations and employee relations consulting services to the Company. This Agreement will govern all consulting services performed by ACG on behalf of the Company commencing with the date that ACG first performs those services.
- 2. The Company agrees to pay for all work performed by ACG consultants-at the rate of Two Hundred Sixty-Five Dollars per hour (\$265.00/hr). The Company will be billed for travel time one way to the company's premises only. The Company also agrees to reimburse ACG for all reasonable and customary expenses, which may include airfage, hotel, car rental, meals, research costs, etc. The Company will provide a deposit of Two Thousand Five Hundred Dollars (\$2500.00) upon commencement of this agreement. This deposit will be credited against the final ACG invoice at the conclusion of the project, or returned to the Company after the project is completed and all invoices paid.
- 3. ACG will send the Company periodic statements for fees and costs incurred. Each statement is due and payable upon receipt. ACG will charge interest at 8% per annum from the date of the billing statement for amounts outstanding more than sixty days.
- 4. In the event of any dispute between ACG and the Company concerning this Agreement or the performance of services provided hereunder, it is agreed that the dispute shall be referred to the American Arbitration Association or to a munually agreeable alternate body for mandatory arbitration. The parties agree that Orange County, California shall be the proper venue for an arbitration proceeding. The parties agree that any dispute submitted to arbitration shall be decided in accordance with the laws of the State of California. In the event of such a dispute and required arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the proceeding.
- 5. The outcome of organizing or an election under the National Labor Relations Act is by its nature unpredictable. It is not possible to warrant a successful result or represent that a particular result can be obtained within a given time period. The Company acknowledges that ACG consultants, agents and representatives have not made any representations, promises, warranties or guarantees, express or implied, regarding the outcome of any organizing drive or election resulting from a petition which may be filed by a union. The parties agree that comments made by ACG consultants, agents and representatives at any time during the performance of services under this Agreement shall not constitute representations, promises, warranties or guarantees, express or implied, regarding the outcome of an organizing drive or an election resulting from any petition which may be filed by a union.
- 6. ACG and its staff members are familiar with and strive to adhere to the guidelines for

persuader activities and elections under the National Labor Relations Act. The Company acknowledges, however, that unions often file unfair labor practice charges against employers and consultants during the course of pre-election campaigns, as well as objections and unfair labor practice charges subsequent to the election. The Company agrees to indemnify, defend and hold ACG, its directors, officers agents, servants and employees harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees and court costs, to which ACG may become liable or subject by reason of or arising out of the performance or nonperformance of ACG's duries and activities within the scope of this Agreement, except if and to the extent caused by or arising out of ACG's negligence, gross negligence or willful misconduct. ACG shall indemnify, defend and hold Company harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, habilities, costs and expenses, including reasonable attorneys' fees and court costs sustained or incurred by or asserted against Company by reason of or arising out of ACG's negligence, gross negligence or willful misconduct.

- 7. If any provision of this Agreement is held in whole or in part to be uneaforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- 8. This Agreement constitutes the entire Agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified only by an instrument in writing signed by both parties.

For	Soil	land	Resc	urces.	. LLC

Slower

Date: 5-30-12

For The American Consuling Group, Inc.

By:

Date