

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.

527735

1. File Number: C-570

Person Filing

2. Name and mailing address (include ZIP Code):

Name Alan B Howald

Title President

Organization JWH Aviation, Inc. d/b/a J.W. Hickey & Assoc.

P.O. Box, Bldg., Room No., if any Suite 403

Street 6100 Channingway Boulevard

City Columbus

State Ohio

ZIP Code + 4 43232

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☒ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name Steve England

Organization Hearthside Food Solutions, LLC

Trade Name, if any

P.O. Box, Bldg., Room No., if any Suite 530

Street 1901 Butterfield Road

City Downers Grove

State Illinois

ZIP Code + 4 60515

7. Date entered into:

3 / 29 / 2011

8. Name of person(s) through whom made:

Name Steve England

Name

Name

Name

Name

Signatures

Each of the undersigned declares, 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, and complete. (See Section VII on penalties in the instructions.)

13. Signed

Alan B. Howald

President
(If other title, see instructions)

Title President

14. Signed

Alan B. Howald

Treasurer
(If other title, see instructions)

Title Treasurer

On

4/16/13
Date

614-575-2800

Telephone Number

On

4/16/13
Date

614-575-2800

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- 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 must be attached.):

Written Agreement to work with management in campaign to prevent union organization. There is no specific termination date. Services completed and no activity under this Agreement since May 31, 2011.

Billing based on rate of \$165.00 per hour.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

Labor consulting, supervisor training, interviews, strategy, and meetings.

11.b. Period during which performed:

March 29, 2011 - May 31, 2011

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Steve England
 Organization Hearthside Food Solutions, LLC
 P.O. Box, Bldg., Room No., if any Suite 530
 Street 1901 Butterfield Road
 City Downers Grove
 State Illinois ZIP Code + 4 60515

Additional Name and address through whom performed, if any:

Name
 Organization
 P.O. Box, Bldg., Room No., if any
 Street
 City
 State ZIP Code + 4

12.a. Identify subject groups of employees:

Production and maintenance workers including sanitation, shipping and receiving, yard drivers and lab employees.

12.b. Identify subject labor organizations:

Bakery, Confectionery, Tobacco Workers & Grain Millers International Union AFL-CIO, CLC



J. W. Hickey & Associates, Inc.

Human Resource Consultants

Alan B. Howald, President

"Consulting Agreement"

The following sets forth the terms of the agreement under which J. W. Hickey & Associates, (hereinafter J.W.H.) Inc. agrees to perform consulting services for Hearthside Food Solutions, LLC, 1901 Butterfield Road, Ste. 530, Downers Grove, IL 60515, (hereinafter "Client"), as directed by Management.

Under the terms of this Consulting Agreement, you will be charged One Hundred Sixty-Five dollars (\$165.00) per hour for services provided by the President of the firm. Clerical preparation time will be billed at the rate in effect at the time of the service. You will be charged for out-of-pocket expenses such as mileage, lodging, materials, etc., attributable to providing these services.

J.W.H. will provide you an invoice for services rendered plus out-of-pocket expenses such as mileage, lodging, materials, etc., attributable to providing these services at the end of each calendar month covering all fees and charges and expenses due for the entire period immediately preceding the invoice date payable upon receipt. A finance charge computed at a periodic rate of 1.5% per month or 18% per year will be added to all invoices remaining unpaid after sixty (60) days from the invoice date. Upon termination of this agreement, the balance due, if any, shall be payable within thirty (30) days after receipt of the final invoice.

This agreement will commence March 29, 2011 and will continue until canceled in writing by either party or by mutual consent of both parties. If you accept the terms of the agreement as set forth above, please sign all copies of this letter showing your title and date of signing in the spaces provided and return the signed original to the undersigned.

The parties agree that this document contains the entire agreement and understanding between the parties and no oral agreement, statement or representation inconsistent with the terms written herein shall be enforceable or in any manner govern or affect the relationship between the parties with respect to the matters addressed in this Agreement. Furthermore, this Agreement shall not be modified, amended or altered in any manner except by a writing executed by both parties.

6100 Channingway Boulevard, Suite 403, Columbus, Ohio 43232

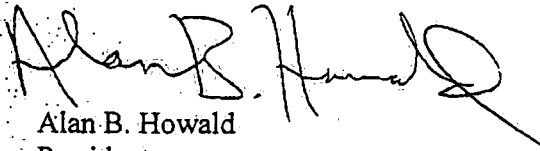
Telephone: (614) 575-2800 Fax: (614) 575-2864 Corporate E-mail: jwhickey@aol.com

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This Agreement shall be performed and interpreted in accordance with the laws of the State of Ohio. The parties agree that the courts of Franklin County, Ohio shall have exclusive jurisdiction over the litigation of any dispute arising out of or relating to this Agreement or the performance hereof.

I am pleased you have selected J. W. Hickey & Associates to work with you and I can assure you that we will pursue these services as diligently and expeditiously as possible. Please sign and return the original of this agreement to me as confirmation of your approval of this consulting agreement.

Sincerely,



Alan B. Howald
President

CONSULTING AGREEMENT AGREED TO AND ACCEPTED:

By: 

Title: VP-IT

Date: 4/14/11

On Behalf Of: Hearthside Food Solutions, LLC