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. 1215-0188 Expires 09-30-2011



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: Person Filina 2. Name and mailing address (include ZIP Code): 3. Any other address where records necessary to verify this report are kept: Name JASON Rodriguez Name Title Senior Vice President Title Prestige Consulting SolutionsOrganization P.O. Box, Bldg., Room No., if any P.O. Box, Bldg., Room No., if any 5500 Florence HARbOR DR Street ORIANDO City ZIP Code + 4 32829 State 42. State ZIP Code + 4 5. Type of person: 4. Date fiscal year ends: a. Individual b. Partnership c. Corporation d. Other (Specify): 12/2010 Nature of Agreement or Arrangement 6. Full name and address of employer with whom made (include ZIP Code): 7. Date entered into: 3/26/2000 Name SUZANNO Cruse Organization Kozy Shock Enterprises

Trade Name, if any manufacturing Food Processing

Enctory

Name 8. Name of person(s) through whom made: SUZANNE Cruse Street 83 Ludy St. Name Hicks ville Name ZIP Code + 4 //80/-5// 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 14. Signed Treasurer (If other title, see (If other title, see instructions) instructions)

Date

Telephone Number

í T	<u>!</u> •	
	File: Toson Rodriguez	File Number C-
į. [		
	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.):  1- Troin, alg Monnogement on Do's and Don'ts of a Union Comp.  2- Manager Campaign  3- There Porty Persinader (MLRB definition of work flow be  Performed)  * Sec. Attach Copy of Agreement	
L	* Sec. ATTACK Copy of Agreement	
	Specific Activities to be Performed	
	11. For each activity, separately list in detail the information required (See instructions):  a. Nature of activity:  Personable Employees to Vote No, on a representation election.	
Ì	11.b. Period during which performed:  3 /2010 fbru 4/2010	11.c. Extent performed:
	11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:
-	Name Torons Rodriantz	Name
	Organization Prestige Consulting Solutions	Organization
	P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any
	Street 5500 Florence Harbor DR.	Street
	City OR/Ando	City
	State £2. ZIP Code + 4 32829	State ZIP Code + 4
	12.a. Identify subject groups of employees:  All Full Timo and Port Timo  Sonitation employees Kitchen  employees, quality assurance  employees, mechanides, receiving	12.b. Identify subject labor organizations:  TERMSTORS LOCAL 948  CRSE RC-5709
	C957064	



## ENGAGEMENT LETTER For Kozy Shack Enterprises Inc. 03/12/2010

To: Suzanne Cruse

Re: Union Avoidance Campaign

#### Dear Suzanne:

This letter will confirm the terms of our service agreement. Upon receipt of a signed copy of this contract, Prestige Consulting Solutions LLC will provide consulting services to Kozy Shack Enterprises Inc. beginning on February 16, 2010.

#### **Terms and Conditions:**

Prestige Consulting Solutions LLC will provide consulting services to Kozy Shack Enterprises Inc. and the scope of services we will render, the manner of calculating billing and collecting fees, and other aspects of the proposed representation are mutually agreed to be as follows:

#### Services:

Prestige Consulting Solutions LLC has been engaged to provide the following services:

- 1. Training Management on union avoidance. (Do's and Don'ts)
- 2. Manage anti union campaign.
- 3. Third Party Persuader (NLRB Definition of the work to be perform)

Jason Rodriguez will be under contract to perform these services. The work will be perform at Kozy Shack in Turlock, CA. Please feel free to contact Mr. Rodriguez for assistance at 407-373-3800.

#### Fees and Expenses

#### Fees:

The cost for the union campaign in Turlock, CA. will be \$40,000.00 (including expenses) This agreement will cover all work performed beginning on February 16<sup>th</sup> 2010 until the election date or by a withdraw of the petition.

A retainer in the amount of \$10,000.00 will be required for this project.

#### **ENGAGEMENT LETTER**

Continuation

### **Statements:**

Prestige Consulting Solutions LLC. Bills on a monthly basis for fees and expenses incurred. Payment is due upon receipt of invoice. Monthly bill will be sent to the attention of Suzanne Cruse at Kozy Shack Enterprises Inc. At: 83 Ludy St. Hicksville, NY 11801-5114. Payment will be made and mail to:

Prestige Consulting Solutions LLC. 5500 Florence Harbor Dr. Orlando, FL. 32829

#### You're Right to Terminate our Services

You may terminate our services at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate services, all work immediately ceases. You will be responsible for paying all fees and expenses incurred on your behalf in this matter before the date of the written notice of termination was received by our consulting firm.

#### **Our Right to Terminate Services**

We may terminate our services at any time if you breach any material term of this agreement. If we elect to terminate our services, in such case, you agree to pay for all services performed and expenses incurred before the termination of our services in accordance with the provision of this agreement.

If any of the terms stated in this letter are not consistent with your understanding of our agreement, please contact me before signing the agreement. Otherwise, please sign the agreement and <u>fax it back to me at 407-207-2254</u>.

On behalf of Prestige Consulting Solutions LLC, we appreciate the opportunity to work with you. If you have questions or concerns, please do not hesitate to contact me at 407-373-3800.

Sincerely yours,

Jason Rodriguez Senior Vice President

Prestige Consulting Solutions LLC.

I have read and consent to this agreement.

y Shook Endupuses, Inc.