

# 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.

503324

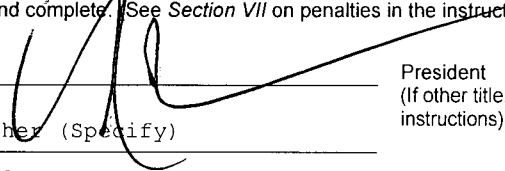
1. File Number: C- 00367


Person Filing	
2. Name and mailing address (include ZIP Code): Name Erick Becker Title CEO Organization The American Consulting Group, Inc. P.O. Box, Bldg., Room No., if any Suite 220 Street 23361 Madero City Mission Viejo State California ZIP Code + 4 92691	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. <input type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input checked="" type="checkbox"/> Corporation d. <input type="checkbox"/> Other (Specify):

Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code): Name Organization Safelite Fulfillment, Inc. Trade Name, if any P.O. Box, Bldg., Room No., if any Street 8561 Loch Lomond Drive City Pico Rivera State California ZIP Code + 4 90660	7. Date entered into: 8 / 17 / 2012 8. Name of person(s) through whom made: Name Clayton Frech 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   
Title Other (Specify)  
CEO  
President  
(If other title, see instructions)

14. Signed   
Title Treasurer  
Treasurer  
(If other title, see instructions)

On 7/28/2012 949 452-1840  
Date Telephone Number

On 7/28/2012 949 452-1840  
Date 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.):

Employed on an hourly basis pursuant to written agreement attached.

#### Specific Activities to be Performed

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

a. Nature of activity:

Meet with employees to provide information on the legal process of organizing, unions and collective bargaining. Answer employee questions and review documentation with them regarding unions.

11.b. Period during which performed:

August 2012

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Terren Becker  
Organization The American Consulting Group, Inc.  
P.O. Box, Bldg., Room No., if any Suite 220  
Street 23361 Madero  
City Mission Viejo  
State California ZIP Code + 4 92691

Additional Name and address through whom performed, if any:

Name Ricardo Pasalagua  
Organization RP & Associates, LLP  
P.O. Box, Bldg., Room No., if any  
Street 6 Seaside Cir.  
City Newport Beach  
State California ZIP Code + 4 92663

12.a. Identify subject groups of employees:

Service Technicians, Repair Technicians,  
Warehouse

12.b. Identify subject labor organizations:

Sheet Metal Workers Local 170

## AGREEMENT FOR PROVISION OF SERVICES

This Agreement is entered into by and between SAFELITE FULFILLMENT, INC. (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 airfare, hotel, car rental, meals, research costs, etc. The Company will provide a deposit of Two Thousand Five Hundred Dollars (\$2,500.00) 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. 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.
5. 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 duties 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, liabilities, 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.

6. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

7. 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 Safelite, Group  
By: ST/B  
Date: 8/17/12

For The American Consulting Group, Inc.  
By: [Signature]  
Date: 8/16/12