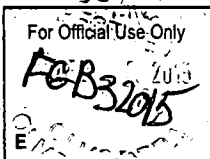


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT



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)

5760247
READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 65802

Person Filing

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

Name

Title

Organization International Labor Relations

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

Street 8086 South Yale Ave suite 225

City Tulsa

State Oklahoma

ZIP Code + 4 74136

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

Organization Carlile Transportation Services

Trade Name, if any

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

Street 32001 32nd Ave South, suite 200

City Federal Way

State Washington

ZIP Code + 4 98001

7. Date entered into:

3 / 28 / 2014

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

Name James

Armstrong

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

Title President

President
(If other title, see
instructions)

14. Signed

Title Treasurer

Treasurer
(If other title, see
instructions)

On 04/25/2014 800-555-7509

Date Telephone Number

On 04/25/2014 800-555-7509

Date Telephone Number

Filer: International Labor Relations	File Number C- 65802
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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.):

See Attached Agreement

Specific Activities to be Performed

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

a. Nature of activity:

Engaged to communicate with employees so they can make an informed decision regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:

Beginning on or about 03/14/2014

11.c. Extent performed:

Ongoing

11.d. Name and address through whom performed:

Name **Christian B Teague**

Organization

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

Street **5300 W Memorial Rd Apt 1W**

City **Oklahoma City**

State **Oklahoma** ZIP Code + 4 **73142**

Additional Name and address through whom performed, if any:

Name **Simon Jara**

Organization

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

Street **10380 Rochelle Ave**

City **Santee**

State **California** ZIP Code + 4 **92071**

12.a. Identify subject groups of employees:

All employees eligible to vote in the bargaining unit

12.b. Identify subject labor organizations:

Teamster Union



International Labor Relations

Hawaii ♦ Los Angeles ♦ San Francisco ♦ San Diego ♦ Tulsa ♦ Chicago ♦ New York ♦ Guam

Pre-Petition Consulting

International Labor Relations

Corporate Headquarters
8086 South Yale Avenue Suite 225
Tulsa, OK 74136

Toll Free: (800) 555-7509

Direct: (918) 633-6640

Date: March 28, 2014

Via Email: jearmstrong@totelogistics.com

James Armstrong
President

~~Tote Logistics~~ Carlisle Transportation Services, Inc. **SEA**
Anchorage, AK

RE: Tote Logistics Pre-Petition Activity

SITUATION ASSESSMENT:

This proposal outlines the terms of complete and comprehensive Consulting Services to combat pre-petition activity at ~~Tote Logistics~~, Anchorage, AK or "Company". ~~Carlisle Transportation Services, Inc.~~ **SEA**

You have requested a proposal to provide pre-petition consulting services in order to help you avoid being petitioned for an NLRB election. You have the opportunity to educate your employees on the disadvantages of becoming unionized and persuading them to choose to put their trust in a direct relationship with you rather than the union, an outside third party.

You want to ensure that your consulting provides the best opportunity to build trust with your employees while being persuasive and legally sound.

Time is of the essence in commencing work on behalf of the Company. Any delay is injurious to the Company's chances of successfully addressing pre-petition activity.



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PROPOSED INTERVENTION:

☀ Pre-Petition Consulting: Our Consultant(s) will provide expert pre-petition consulting. We provide on-site facilitator(s) to conduct one-on-one meetings and group employee meetings in order to directly communicate your message to your employees.

☀ In addition, our Consultant(s) will work with supervisors and managers at your location in order to increase your internal capacity to handle employee issues and increase positive employee relations.

☀ Together, we will assess your operational needs and based upon our joint assessment, we will determine a pre-approved schedule of meetings. We will then assign consulting resources that are appropriate to your Company.

OBJECTIVES:

☀ Prevent a NLRB petition at the Company. In the event a petition cannot be avoided, the Consultant objective is to have the union withdraw their petition prior to an election or win the NLRB election by a wide margin without unfair labor practice charges or meritorious election objections.

☀ Increase the credibility and trust of current leadership by developing their ability to create an environment for positive employee relations and improving overall communication strategies.

☀ To maintain a direct relationship between employees and the Company. This will also impact your bottom line. There is an approximate 25% "dead weight cost" once unionized, so it is financially responsible to do whatever is possible to operate non-union.

VALUES TO THE ORGANIZATION:

☀ There is a significant learning curve when it comes to the specific do's and don't of communicating with your employees about union issues prior to and during a NLRB election campaign.

☀ The Consultant knows how to communicate with employees within a legal framework, while still engaging them on a direct and personal level of



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communication. This leaves the Company in the position of building trust with a positive message, while avoiding negative union talk that can often backfire on the Company.

☀ The communication methods the Consultant will utilize are legally sound and proven to be effective with employees, maintaining compliance with NLRB rules and regulations.

TERMS AND CONDITIONS:

Fees:

The fee for a day rate per Consultant is \$2000.00 per calendar day worked by each Consultant.

This agreement covers consulting up to and including the initial election dates directed or stipulated to by the company and the union, or such earlier date as the company determines that ILR's services are no longer needed.

Should additional days of Management Consulting be requested by the Company, it is understood those additional calendar days will be billed at our customary rate of \$2,000.00 per day and are not subject to the partial guarantee. For purposes of this proposal a consulting day means each calendar day worked.

(JEA)

Company shall provide air travel, rental car, hotel accommodations, meals, and reasonable business expenses as set forth below to consultants through direct billing to Company.

Payment Terms:

Payment of Statement of Services Rendered, to be delivered in an electronic format, is expected upon delivery throughout the mutually agreed upon duration for Management Consulting.

Expenses: All airfare, hotel, and rental car expenses will be direct billed by the Consultant on site as incurred and are due upon presentation of expense reports. Expenses that are not direct billed will be billed through International Labor Relations to reimburse Consultant. Expenses may include unpaid transportation (air, rental car, taxi, parking, etc.); lodging expenses, food, and other reasonable business expenses.

Copyright: It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by



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federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products. Criminal copyright infringement is investigated by the FBI and may constitute a felony penalty of up to five years in prison and/or a \$250,000 fine.

U.S. Department of Labor Reporting Requirements & Arbitration:

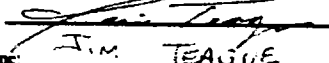
You further acknowledge that no representation by International Labor Relations or its representatives were relied on by you or any member of your Company in entering this agreement, and that this document represents the full understanding of the parties. You acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company criminal penalties.

Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The parties agree that ~~Oklahoma~~ ^{Alaska} law governs any dispute between them and to resolve any disputes by arbitration in ~~Tulsa, Oklahoma~~ ^{Anchorage, Alaska} under the American Arbitration Association rules. JFA


ACCEPTANCE: Your signature below indicates acceptance of the terms and this proposal. In the event this Agreement is unsigned by Company, work commenced by Consultant on behalf of Company shall constitute acceptance by Company of all terms and conditions stated herein.

For Consultant:
International Labor Relations

For Company:
Tote Logistics

Signature: 
Printed Name: J.M. TEAGUE

On this day of: March 28, 2013
James Teague
President & CEO
International Labor Relations

Signature: 
Printed Name: James F. Armstrong

On this day of: 3-28-14
James Armstrong
President
~~Tote Logistics~~
Carlisle Transportation Services, Inc.