

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.

439777

1. File Number: C- 00525

Person Filing

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

Name

Title

Organization LRI Consulting Services Inc

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

Street 7850 South Elm Place, Suite E

City Broken Arrow

State Oklahoma

ZIP Code + 4 74011

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 Apogee Trucking

Trade Name, if any

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

Street 226 Talmadge Road

City Edison

State New Jersey

ZIP Code + 4 08817

7. Date entered into:

10 / 6 / 2010

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

Name Dave

Kloeber

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

President
(If other title, see
instructions)

Title President

14. Signed

Treasurer
(If other title, see
instructions)

Title Treasurer

On 10/26/2010

Date

918-455-9995

Telephone Number

On 10/26/2010

Date

918-455-9995

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.):

See attached

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 to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:

various days beginning 10/11/10

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name

Organization M. Rosado Management Consultants LLC

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

Street 96 Linwood Plaza, Suite 103

City Fort Lee

State New Jersey

ZIP Code + 4 07024

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:

Drivers and Warehousemen

12.b. Identify subject labor organizations:

Teamsters

AGREEMENT FOR CONSULTING SERVICES

TO: Dave Kloeber
Apogee Trucking
226 Talmadge Road
Edison, NJ 08817

DATE: October 6, 2010

PROPOSED INTERVENTION:

LRI Consulting Services, Inc. will provide consulting services to assist Apogee Trucking in communicating factual and legally accurate information to eligible voters in NLRB-conducted election to enable voters to make fully informed choices in voting.

TIMING:

The project will begin on or about 10/11/2010.

TERMS AND CONDITIONS:

Fees: The fee for this project is \$3000 per day of consulting plus travel expenses.

Payment Terms: A \$15,000 retainer is required upon acceptance of this proposal. The consultant's time will be billed at \$3000 per day or \$1500 per half day and credited to the retainer. When the retainer is exhausted down to \$4,000 it will be replenished in \$15,000 increments. You will receive regular statements outlining the number of hours expended on your behalf and agree to settle all statements. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of the consultant(s) and a penalty of 2% per month until all outstanding invoices are paid in full.

Expenses: Expenses will be billed as actually incurred and are due on presentation of the invoice. Reasonable business expenses include, but are not limited to, transportation (air, rental car, taxi, etc.), lodging, food, and costs for campaign communication materials.

You further acknowledge that no representation by LRICS 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. Your deposit, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein.

ACCEPTANCE:

We accept the Agreement and terms described above:

For LRI Consulting Services, Inc.

For Apogee Trucking



Phillip B. Wilson
President – General Counsel

Name: Dave Kloeber
Title: CEO

DATE: October 6, 2010

DATE: