

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

For Official Use Only



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.

463963

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

Street 23361 Madero, Suite 220

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. ☐ 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 Murray Mechanical Services, Inc.

Trade Name, if any

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

Street 6905 Oslo Cir., Suite H

City Buena Park

State California

ZIP Code + 4 90620

7. Date entered into:

6 / 18 / 2011

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

Name Matt

Murray

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 Other (Specify)

CEO

14. Signed

Treasurer
(If other title, see
instructions)

Title Treasurer

On 7/18/2011

Date

949 452-1840

Telephone Number

On 7/18/2011

Date

949 452-1840

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 during the fiscal year by the Employer listed in No. 5 above; 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:

June-July 2011

11.c. Extent performed:

On-going

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

Street 23361 Madero, Suite 220

City Mission Viejo

State California

ZIP Code + 4 92691

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:

Sheet Metal Workers, HVAC Installers and Service Technicians

12.b. Identify subject labor organizations:

Sheet Metal Workers Union Local 105

AGREEMENT FOR PROVISION OF SERVICES

This Agreement is entered into by and between MURRAY MECHANICAL SERVICES, 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 services to the Company related to a petition for an NLRB election filed by the Sheet Metal Workers Union, Local 105. 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 and attorneys at the rate of Two Hundred Sixty-Five Dollars per hour (\$265.00/hr). The Company will not be billed for travel time to and from the client's premises. The Company also agrees to reimburse ACG for all reasonable and customary expenses, which may include mileage, meals, telephone and facsimile costs, research costs, etc. The parties agree that the total billing (excluding reasonable and customary expenses) under this agreement will not exceed \$11,000.00, unless the Company gives written approval for billing in excess of that amount. The not-to-exceed amount shall include all legal representation related to the petition and arrangements for an election. Additional legal representation before the NLRB due to unfair labor practice charges, post-election objections to the conduct of the election, or determinative challenged ballots shall not be included under the services provided pursuant to this Agreement.
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. In the event of any dispute between ACG and the Company concerning this Agreement or the performance of services provided hereunder, it is agreed that the dispute shall be referred to the American Arbitration Association or to a mutually agreeable alternate body for mandatory arbitration. The parties agree that Orange County, California shall be the proper venue for an arbitration proceeding. The parties agree that any dispute submitted to arbitration shall be decided in accordance with the laws of the State of California. In the event of such a dispute and required arbitration, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in connection with the proceeding.
5. 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.

6. 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.

7. 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.

8. 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 Murray Mechanical Services, Inc.

By:  MATT MURRAY

Date: 6/17/11

For The American Consulting Group, Inc.

By: 

Date: 6/18/11