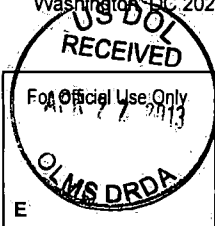


FORM LM-20

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.

1. File Number: **C- 570**

527736

Person Filing

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

Name **Alan B Howald**

Title **President**

Organization **JWH Aviation, Inc. d/b/a J.W. Hickey & Assoc.**

P.O. Box, Bldg., Room No., if any **Suite 403**

Street **6100 Channingway Boulevard**

City **Columbus**

State **Ohio**

ZIP Code + 4 **43232**

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 **Joao Saraiva**

Organization **National Bronze & Metals, Inc.**

Trade Name, if any

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

Street **5311 West River Road North**

City **Lorain**

State **Ohio**

ZIP Code + 4 **44055**

7. Date entered into:

9 / 4 / 2012

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

Name **Joao Saraiva**

Name **Michael J. Greathead**

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

5/16/13
Date

614-575-2800

Telephone Number

On

5/16/13
Date

614-575-2800

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.):

Written Agreement to work with management in campaign to prevent union organization. There is no specific termination date. Services completed and no activity under this Agreement since September 30, 2012.

Billing based on rate of \$165.00 per hour. Clerical preparation rate of \$24.00 per hour.

Specific Activities to be Performed

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

a. Nature of activity:

Labor consulting, supervisor training, strategy development, campaign materials (posters, fliers, letters) that urge employees to vote no on a representation election.

11.b. Period during which performed:

9/4/2012-9/30/2012

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Joao Saraiva
Organization National Bronze & Metals, Inc.
P.O. Box, Bldg., Room No., if any
Street 5311 West River Road North
City Lorain
State Ohio ZIP Code +4 44055

Additional Name and address through whom performed, if any:

Name Michael J Greathead
Organization National Bronze & Metals, Inc.
P.O. Box, Bldg., Room No., if any P.O. Box 800818
Street 2929 West 12th
City Houston
State Texas ZIP Code +4 77008

12.a. Identify subject groups of employees:

Production, maintenance and janitorial employees, including janitor, stock handler, melting, molding, finishing, die shop, machining, shipping and receiving, laboratory, general labor, millwrights, set-up employees and maintenance.

12.b. Identify subject labor organizations:

International Association of Machinists and Aerospace Workers, District Lodge 54, AFL-CIO



J. W. Hickey & Associates, Inc.

Human Resource Consultants

Alan B. Howald, President

"Consulting Agreement"

The following sets forth the terms of the agreement under which J. W. Hickey & Associates, (hereinafter J.W.H.) Inc. agrees to perform consulting services for National Bronze & Metals, Inc., 5311 River Road, Lorain, OH 44055, (hereinafter "Client"), as directed by you and designees.

Under the terms of this Consulting Agreement, you will be charged One Hundred Sixty-Five dollars (\$165.00) per hour for services provided by the President of the firm. Clerical preparation time will be billed at the rate in effect at the time of the service. You will be charged for out-of-pocket expenses such as mileage, lodging, materials, etc., attributable to providing these services.

J.W.H. will provide you an invoice for services rendered plus out-of-pocket expenses such as mileage, lodging, materials, etc., attributable to providing these services at the end of each calendar month covering all fees and charges and expenses due for the entire period immediately preceding the invoice date payable upon receipt. A finance charge computed at a periodic rate of 1.5% per month or 18% per year will be added to all invoices remaining unpaid after sixty (60) days from the invoice date. Upon termination of this agreement, the balance due, if any, shall be payable within thirty (30) days after receipt of the final invoice.

This agreement will commence September 4, 2012 and will continue until canceled in writing by either party or by mutual consent of both parties. If you accept the terms of the agreement as set forth above, please sign all copies of this letter showing your title and date of signing in the spaces provided and return the signed original to the undersigned.

The parties agree that this document contains the entire agreement and understanding between the parties and no oral agreement, statement or representation inconsistent with the terms written herein shall be enforceable or in any manner govern or affect the relationship between the parties with respect to the matters addressed in this Agreement. Furthermore, this Agreement shall not be modified, amended or altered in any manner except by a writing executed by both parties.

6100 Channingway Boulevard, Suite 403, Columbus, Ohio 43232

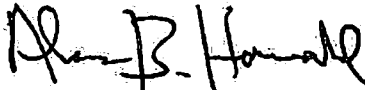
Telephone: (614) 575-2800 Fax: (614) 575-2864 Corporate E-mail: jwhickey@aol.com

National Bronze & Metals, Inc.
Consulting Agreement
Page Two

This Agreement shall be performed and interpreted in accordance with the laws of the State of Ohio. The parties agree that the courts of Franklin County, Ohio shall have exclusive jurisdiction over the litigation of any dispute arising out of or relating to this Agreement or the performance hereof.

I am pleased you have selected J. W. Hickey & Associates to work with you and I can assure you that we will pursue these services as diligently and expeditiously as possible. Please sign and return the original of this agreement to me as confirmation of your approval of this consulting agreement.

Sincerely,



Alan B. Howald
President

CONSULTING AGREEMENT AGREED TO AND ACCEPTED:

By: José C.F. SAMAIVA

Title: General Manager

Date: 09/05/2012

On Behalf Of: National Bronze & Metals, Inc.



J. W. Hickey & Associates, Inc.

Human Resource Consultants

Alan B. Howald, President

April 17, 2013

U.S. Department of Labor
Office of Labor-Management Standards
200 Constitution Avenue, NW, Room N-5616
Washington, DC 20210

To Whom It May Concern:

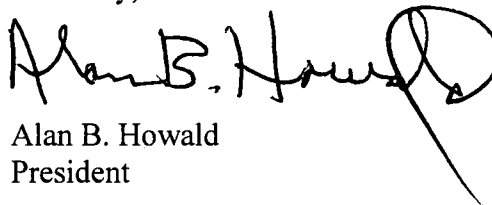
Enclosed are LM-20 and LM-21 reports requested by your letter of March 20, 2013 and received on March 28, 2013.

I have submitted reports for 2011, which includes Hearthside Food Solutions that is referenced in your letter. I have also included reports for 2012.

The reason for not filing these reports previously was based on my understanding that the LMRDA exception to the reporting requirements for advice given to an employer applied. My understanding has been that activities become reportable only when an attorney or consultant met directly with employees to persuade them on the issue of unions. I did not engage in any direct meetings to persuade employees covered by the enclosed reports.

Should you have any questions about the enclosed reports, please contact me.

Sincerely,



Alan B. Howald
President