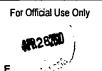
U.S. Department of Labor Office of Labor-Management Standards . Washington, DC 20210

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)

#R28700	, and the control of	agonotic reporting and observation retails. (Entract)	
E Antibe	READ THE INSTRUCTIONS CAREFU	ULLY BEFORE PREPARING THIS REPORT.	
	428/63		
1. File Number: C- 479			
L			 ,
Person Filing			
2. Name and mailing address (include ZIP Code):		3. Any other address where records necessary to verify this report are kept:	
Name Corhelius Quinn		Name	
Title PResident		Title	
Organization SQLF		Organization	
P.O. Box, Bldg., Room No., if any		P.O. Box, Bldg., Room No., if any	
Street 260 tull Amoize		Street	
city Howell		City	
State MT	ZIP Code + 4	State ZIP Code + 4	
4. Date fiscal year ends: 5. Type of person:			
Dec. 31 of 2010 a. Individual b. Partnership c. Corporation d. Other (Specify):			
Nature of Agreement or Arrang	jement		
6. Full name and address of employer with whom made (include ZIP Code):		7. Date entered into:	
Name DIANA DERYCZ- KessCer			<i></i>
Organization the Los ANGELES Film School		8. Name of person(s) through whom made:	
Trade Name, if any		Name	
P.O. Box, Bidg., Room No., if any		Name	
-Street 6363 SUNSON BLVD.		Name	
city Hollywood		Name	
State CA	ZIP Code -4 9007-8		
		Name	
Signatures			
the information contained in any		te penalties of law, that all of the information submitted in this reported by the signatory and is, to the best of the undersigned's knowledged.	
(A. O.	in Promise	44.00	
13. Signed	President (If other title, see	(If c	easurer other title, see
Title President	instructions)	Title Treasurer ins	tructions)
on Chil 22-	10 517- 552-0098	On	-

Date

Telephone Number

Telephone Number

LA FILM SCHOOL ENGAGEMENT AGREEMENT

Agreement For Professional Services

March 24, 2010

This letter agreement ("Agreement") will confirm that LA Film School ("Client" or "LA Film School"), has retained Cornelius Quinn ("Consultant") (collectively "the Parties") to provide consulting services with respect to your labor relations matters ("Services").

Client understands the Services to be performed by Cornelius Quinn under this Agreement will require them to make certain publicly-available filings pursuant to the Labor-Management Reporting Disclosure Act of 1959 ("LMRDA"). Client will consult with its legal counsel to determine the extent to which services envisioned by this Agreement require it to make filings under the LMRDA. Client acknowledges and agrees that Cornelius Quinn has not made any representations about whether Client will be required to file reports pursuant to the LMRDA, as Cornelius Quinn is not a lawyer and does not provide legal advice. The Parties agree to provide one another any information that either may request to ensure timely and accurate filings of documents that either may be required to file under the LMRDA.

Our fees are charged on an hourly basis, calculated in minimum units of one-quarter hour, for all time actually expended rendering our Services. The billing rate for consultants working under this Agreement is two hundred seventy five dollars (\$275.00) per hour. All billable hours for services will be at Client's request.

Our Services will include (and the foregoing rates will also be applicable) any time incurred in connection with our testifying in any proceeding relating to you, whether such testimony is voluntary or is compelled. Subject to the limitations below, you will-also be billed-for our reasonable and customary out-of-pocket expenses incurred in rendering our Services, including overnight lodging, economy-class airfare, ground travel, meals, and other reasonable and customary expenses.

Travel and related expenses shall be submitted and reimbursed by LA Film School in accordance with the terms of this Agreement and shall include itemized statements with receipts. Cornelius Quinn shall use best efforts to minimize expenses. All travel shall be done in the most cost-effective manner, usually economy based airfare. In the event LA Film School requires urgent on-site services, Consultant shall notify LA Film School of Consultant's air travel requirements. LA Film School will reimburse Consultant for half of travel time. Mileage incurred for greater than incidental travel shall be reimbursed at the IRS federal rate, currently \$0.55/mile. (Incidental travel includes travel to/from Consultant's home city airport). LA Film School shall reimburse Consultant the direct costs of expenses, including meals, lodging, ground and air

LA FILM SCHOOL ENGAGEMENT AGREEMENT

transportation, telephone expense (if incurred), communication materials, reproductions, facsimiles, computer processing, and the like. To the extent that LA Film School resources can be used for these items, Consultant shall do so.

We operate on the principle that we endeavor to deliver the best possible services in a timely fashion and at a reasonable price. In return, we request that upon receipt from us of each invoice, you review it promptly to determine if you have any questions or comments. If you do, please call me directly. We anticipate billing you on a bi-weekly basis for our Services and expenses, and we expect that our invoices will be paid no later than thirty (30) days after receipt. Any disputed bi-monthly or monthly invoice amount may be deducted on a line-item basis pending resolution thereof provided that LA Film School notifies Consultant of the disputed portion of any invoice no later than (30) days after the receipt of the invoice. The parties shall make good faith efforts to resolve any such disputes within thirty (30) days and shall reconcile the amounts due or owed and shall apply such amount to the following invoice.

During the course of our Services, and upon your request, we will attempt to keep you fully advised as to the status and progress of the labor relations matters in which we are involved and our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. Upon your request, we will also provide you with our best estimate of future fees and expenses that you may anticipate for our Services.

In the event that any dispute arises between us regarding fees or expenses, or the rendering of our Services, we mutually agree that such dispute shall be submitted to final and binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules and Mediation Procedures ("Rules") of the American Arbitration Association ("AAA"). Such arbitration shall be held in San Diego, California and each of us consents to the jurisdiction of the United States District Court for the Southern District of California in connection with matters ancillary to the arbitration proceedings. We both agree that the AAA and the AAA arbitrator assigned to the matter may proceed in the absence of a non-appearing party as provided for in the Rules. In any such arbitration, the arbitrator shall be instructed to award to the prevailing party its reasonable attorney's fees and expenses incurred in connection with such arbitration. This Agreement shall be interpreted using California law without regard to choice of law issues.

In the event any third party brings any claim or action relating to or arising out of our Services, you agree to indemnify and defend at your expense, and hold harmless Cornelius Quinn, and its agents and employees, to the maximum extent permitted under applicable law, for claims arising from acts or omissions by LA Film School and its agenda and employees.

With the exception of the following obligations: payments for services rendered, reimbursement for expenses incurred, indemnification, and arbitration of disputes, this Agreement shall terminate upon the receipt of written notice of termination provided by either party to the other.

LA FILM SCHOOL ENGAGEMENT AGREEMENT

If the terms of our engagement set forth in this letter Agreement are satisfactory to you, please evidence your acceptance by signing the enclosed copy of this letter and returning it to me.

AGREED TO BY:

Cornelius Quinn

Consultant

The foregoing letter Agreement has been received by the undersigned and its terms are hereby agreed to and accepted.

LA FILM SCHOOL

Authorized Signatory

Filer:	File Number C-			
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 er collectively through representatives of their own choosing.	nployees as to the manner of exercising, the right to organize and bargain			
b. To supply an employer with information concerning the activities of en such employer, except information for use solely in conjunction with a	nployees or a labor organization in connection with a labor dispute involving 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 Attachmout.				
	٠.			
Specific Activities to be Performed				
11. For each activity, separately list in detail the information required (See instruction a. Nature of activity: Education of Emphoyaes Act, Collective BARGAIN, Loting Right CLAUSE in LAMOR HOBERME And Stelkes.	Proceedure, MANAGEMENT 13, GOOD FATTH BARGAINING			
11.b. Period during which performed: MARCL 24, ZOIO	11.c. Extent performed:			
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:			
Name Coknelius Quina	Name			
Organization SQ L F	Organization			
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any			
Street 260 TULLA MODE	Street			
city Howell	City			
State Mi ZIP Code +4 48843	State ZIP Code + 4			
12.a. Identify subject groups of employees: Tenchers in LO, Angeles Recording School And II (Film School	12.b. Identify subject labor organizations: CHLIFORNIA FEDERATION OF TEACHERS, A.F.T.			