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

3. Any other address where records necessary to verify this report are kept:



C- 00367

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

1. File Number:

Person Filing

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.

Title CBO Organization The American Consulting Group, Inc. P.O. Box, Bidg., Room No., if any Street 23361 Madero, Suite 220 City Mission Viejo State California ZiP Code + 4 92691 State City State California ZiP Code + 4 92691 State ZiP Code + 4  4. Date fiscal year ends: Dec	Name Erick	Becker	Name		
P.O. Box, Bldg., Room No., if any  Street 23361 Madezo, Suite 220  City Mission Viejo State California  ZIP Code + 4 92691 State  4. Date fiscal year ends: Dec	Title CEO		Title		
Street 23361 Madero, Suite 220  Street California ZIP Code + 4 92691 State ZIP Code + 4  4. Date fiscal year ends: Dec / 31	Organization The American Consulting Group, Inc.		Organization		
City Mission Viejo  State California  ZIP Code + 4 92691  State  ZIP Code + 4  4. Date fiscal year ends: Dec	P.O. Box, Bldg., Room No., if any		P.O. Box, Bldg., Room No., if any		
State California  ZIP Code + 4 92691  State  ZIP Code + 4  4. Date fiscal year ends: Dec	Street 23361 Madero, Suite 220		Street		
4. Date fiscal year ends:  Dec	City Mission Viejo		City		
Nature of Agreement or Arrangement 6. Full name and address of employer with whom made (include ZIP Code):  Name Organization Best Loading Trade Name, if any P.O. Box, Bidg., Room No., if any P.O. Box 67 Street City Moscow State Tennessee ZIP Code + 4 38057  Signatures  Each of the undersigned declares, under penalty of perjury and other 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.)  Title Other (Specify) CEO  On 7/13/2010 949 452-1840 Date Telephone Number  On 7/13/2010 949 452-1840 Telephone Number  On 7/13/2010 949 452-1840 Telephone Number  Telephone Number	State California	ZIP Code + 4 92691	State	ZIP Code + 4	
Nature of Agreement or Arrangement 6. Full name and address of employer with whom made (include ZIP Code):  Name Organization Best Loading Trade Name, if any P.O. Box, Bldg., Room No., if any P.O. Box 67 Street City Moscow State Tennessee ZIP Code + 4 38057 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 Other (Specify)  Date Telephone Number  Telephone Number  7. Date entered into: 6 / 15 / 2010 8. Name Mike McCaskill Name Name Name Name Name Name Name Name	4. Date fiscal year ends:	5. Type of person:			
6. Full name and address of employer with whom made (include ZIP Code):  Name  Organization Best Loading  Trade Name, if any P.O. Box, Bldg., Room No., if any P.O. Box 67  Street  City Moscow State Tennessee  ZIP Code + 4 38057  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.)  7. Date entered into: 6 / 15 / 2010  8. Name of person(s) through whom made: Name Name Name Name Name Name Name Name	Dec / 31	a. Individual b. Partnership	o c. Corporation d. Othe	er (Specify):	
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Title   Other (Specify)   Title   Treasurer   (If other title, see instructions)	the information contained in any	accompanying documents) has been examined	e penalties of law, that all of the info d by the signatory and is, to the be	ormation submitted in this r st of the undersigned's kno	eport (including wledge and belief,
Title         Other (Specify)         instructions)           CEO         Title         Treasurer         instructions)           On         7/13/2010         949 452-1840         On         7/13/2010         949 452-1840           Date         Telephone Number         Date         Telephone Number	13. Signed		14. Signed		
On         7/13/2010         949 452-1840         On         7/13/2010         949 452-1840           Date         Telephone Number         Date         Telephone Number	Title Other (Specif	instructions)	Title Treasurer		
Date Telephone Number Date Telephone Number	CEO				
	On 7/13/2010	949 452-1840	On 7/13/2010	949 452-1840	
rm LM-20 (2003) Page 1 o	Date	Telephone Number	Date	Telephone Number	_
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Filer Erick Becker The American Consulting Group,	Inc. File Number C- 00367				
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 agreement	is must be attached.):				
Employed on a per diem basis during the fiscal year by the Employer listed in No. 5 above; writt agreement attached.					
Specific Activities to be Performed					
11. For each activity, separately list in detail the information required (See instruc	otions):				
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:	11.c. Extent performed:				
June 2010-July 2010	Ongoing				
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:				
Name David Acosta	Name				
Organization	Organization				
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any				
Street 23361 Madero, Suite 220	Street				
City Mission Viejo	City				
State California ZIP Code + 4 92691	State ZIP Code + 4				
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:				
Lumpers, leads and sanitary workers	Teamsters Local 117				

## AGREEMENT FOR PROVISION OF SERVICES

This Agreement is entered into by and between BEST LOADING (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 consulting services to the Company related to a petition for an NLRB election filed by the Teamsters Local 117. 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 at the rate of Two Hundred Fifty Dollars per hour (\$250.00/hr). The Company will be billed for travel time one way to the client's premises. The Company also agrees to reimburse ACG for all reasonable and customary expenses, which may include airfare, hotel, car rental, meals, etc.
- 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.

5

For Best Loading	For The American Consulting Group, Inc.
By: Wil. Mi Carleil	By:
Date: 6-18-2010	Date: (22(10