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)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT. 1. File Number: C- 00575 Person Filina 2. Name and mailing address (include ZIP Code): 3. Any other address where records necessary to verify this report are kept: Name NA E Jones Steven Title Title President Organization Organization Labor Management Solutions P.O. Box, Bldg., Room No., if any P.O. Box, Bldg., Room No., if any Street 167 Willow Oak Avenue City City Ocean View ZIP Code + 4 ZIP Code + 4 19970-3240 State Delaware State 4. Date fiscal year ends: 5. Type of person: a. X Individual b. Other (Specify): Partnership Corporation Dec Nature of Agreement or Arrangement 7. Date entered into: 6. Full name and address of employer with whom made (include ZIP Code): / 2010 Name Marc Sloane 8. Name of person(s) through whom made: Organization Constellation Energy Corporation Name Trade Name, if any Name P.O. Box, Bldg., Room No., if any Name Street 100 Constellation Way City Baltimore Name ZIP Code + 4 State Maryland 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 co (See Section VII on penalties in the instructions.) 13. Signed President 14. Signed Treasurer (If other title, see (If other title, see instructions) instructions) Title Title

12/12/2010

Date

302-541-4845

Telephone Number

Telephone Number

Filer: Steven Jones Labor Management Solutions	File Number C- 00575	
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		
(See attached)		
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Specific Activities to be Performed		
11. For each activity, separately list in detail the information required (See instructions):		
a. Nature of activity:		
 Co-conduct the upcoming NLRA/CB employee training Supplement the training by discussing the subjects raised in the training with employees and answer any related questions they might have 		
11.b. Period during which performed:	11.c. Extent performed:	
11/16/10 - 12/17/10	In progress	
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:	
Name	Name	
Organization See attached list	Organization	
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any	
Street	Street	
City	City	
·		
State ZIP Code + 4	State ZIP Code + 4	
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:	
Baltimore Gas and Electric employees	IBEW	

Item 11.d. (continued)

Christopher Borruso 323 Mariners Way, Copiague, NY 11726

Richard Calo 17 Hussaes Camp Place Ridgefield, CT 06877

Diane Franzese 6414 East Duane Lane Scottsdale, AZ 85262

Patrick Grossi 2903 F Wyoming Drive Sinking Spring, PA 19608

Bernard J. Lishinsky 11171 E Beck Lane Scottsdale, AZ 85255

William Reilly 534 East 85th Street New York, NY 10028

Statement of Work for Labor Relations Services for Constellation Energy Group

Services will be provided under the Terms and Conditions of Contract for Professional Services between Constellation Energy Group, Inc., and Labor Management Solutions dated November 11, 2010.

What follows is the Statement of Work to support the Constellation Energy Group (Company) during the current International Brotherhood of Electrical Workers (IBEW) organizing campaign at the Baltimore Gas and Electric Company (BGE).

Statement of Background & Understanding

The Company wishes to retain Labor Management Solutions (LMS) to supplement employee training on the National Labor Relations Act and collective bargaining (NLRA/CB) and to help supervision and leadership answer employees' questions about those subjects.

LMS responsibilities on this project would be to:

- Co-conduct the upcoming NLRA/CB employee training
- Supplement the training by discussing the subjects raised in the training with employees and answer any related questions they might have

Our Proposal

Training

LMS will provide one instructor to co-instruct, along with a member of CEG management, during the upcoming NLRA/CB employee training. CEG will provide the lesson plan and all training materials and handouts for the training.

Employee Discussions

In conjunction with BGE supervision and middle management, LMS will discuss with employees the topics presented in the training, as well as the information covered in union and company handouts that are disseminated during the remainder of the campaign.

Expected Staffing Levels

LMS will provide one consultant to co-instruct during the training and up to six part-time consultants to conduct employee discussions.

Professional Services

\$250/hr

Price

Consultant

Labor Management Services (Contractor)

(Company)

By (Signature)

Printed Name:

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LABOR MANKEMENT STUTEMECONTRACTOR)	Constellation Energy Group, Inc. (Company)
By (Signature): La Rice	By (Signature): () Soballing
Printed Name: Staven & Jones	Printed Name: LUSTIN BARKER
Title: PRESIDENT	Title: STRATEGIC SOVECING LEADER
Date: Nov 11, 2010	Dute: ///// 20/
	Purchase Order =

- 18.4.1 Only the courts in the State of Maryland (either State or Federal) shall have jurisdiction over the Contract Documents and any controversies arising out of the Contract Documents
- 18.4.2 Contractor submits to the jurisdiction of the courts in the State of Maryland (either State or Federal) for the purposes of interpretation and enforcement of the Contract Documents. Contractor waives personal service by manual delivery and agrees that service of process on Contractor in any action arising out of the Contract Documents may be made by registered or certified mail, return receipt requested, directed to Contractor at its address set forth on the Purchase Order.
- 18.4.3 Contractor and Company: (a) each waive all rights to trial by jury of all claims, counterclaims, or defenses arising under or relating to the Contract Documents; (b) acknowledge that this is a waiver of legal rights; (c) represent that this waiver is made knowingly and voluntarily; and (d) agree that all such claims, counterclaims, or defenses shall be heard by a judge of a court of competent jurisdiction in the State of Maryland, without a jury.
- 18.5 Severability. In case any one or more of the provisions or application of the provisions contained in the Contract Documents shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in the Contract Documents and their application shall not in any way be affected or impaired.
- 18.6 Titles and Headings. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction.
- 18.7 Survival of Terms. The obligations of Contractor contained in Articles 2.4, 6, 8, 9, 10, 11, 12, 13 and 18 shall survive any termination of the Contract Documents.
- 18.8 Notices. Any notice pertaining to the Work or the Contract Documents required to be given to either party shall be deemed duly given when written and delivered personally or when sent by first class mail, postage prepaid, or via commercial overnight courier, to the intended party at the address provided in the Purchase Order or at such changed address as may from time to time be designated in a notice similarly delivered or mailed.
- 18.9 Preference in Interpretation. Each of the Parties acknowledges that it understands each and every provision in the Contract Documents, and shall not assert as a basis for the construction of language that the language was drafted by either Party or its counsel.
- 18.10 Time of the Essence. Contractor acknowledges that time is of the essence and agrees to perform the Work within the time specified in the Contract Documents. Any failure by Company to terminate the Contract Documents promptly where Contractor does not perform within the time specified shall not constitute a waiver by Company of its rights to subsequently terminate the Contract Documents or suspend the Work, or to seek damages for untimely performance.
- 18.11 Publicity. With the sole exception of publication of such information within Contractor's corporate entity and subject to the confidentiality provisions of these Terms and Conditions, Contractor shall not refer to Company or any company affiliated with Company, or any aspect of the Work or the Contract Documents, in any advertising or other publication, including but not limited to press release, technical papers or articles in connection with Work performed by Contractor, without the prior written approval of Company. Contractor shall refer to Company any inquiry from the news media concerning the Work prior to response and shall reflectall Company's comments in any such response.
- 18.12 Waiver. It is expressly understood and agreed that the failure of Company to: (a) insist upon strict performance of any of the terms and conditions of the Contract Documents; (b) revise or review any documentation; (c) perform any inspection or examinations; (d) exercise or delay in the exercise of any rights or remedies provided herein or by Law; or (c) properly notify Contractor in the event of a breach of any terms and conditions of the Contract Documents, shall not release Contractor from any or all of the responsibilities or obligations imposed by Law or by the Contract Documents and shall not be deemed a waiver of any right of Company to insist upon strict performance hereof, and shall not be deemed as a waiver of any of Company's rights or remedies as to any performances of the Contract Documents regardless of which Services are performed or which Deliverables are received or as to any prior or subsequent default hereunder, nor shall any purported oral modification or recession of these Terms and Conditions by Contractor be effective.
- 18.13 Force Majeure. Company and Contractor shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

an instrument in writing signed by an authorized representative of Company and Contractor

- 18,3 Assignment The Commet Documents shall make to the benefit of and be binding upon the successors and assigns (to the extent assignment is permitted by the next sentence) of the Parties. The Contract Documents or any rights or obligations between the major assigned by either party without the written consent of the other; provided, however, that no such consent shall be required in the event of an assignment by Company to a "related party", but purposes or this paragraph related party" means, (a) a surviving or successor company to Company in the event of a mergar, sale of subsantially all of its assets or equity securities, or constitution; or the accompany that, directly or indirectly, through one or more intermediaties, controls, it controlled by, or is under common control with Company and where "control" means the nossession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such party, whether through the ownership of voting securities, in control, or advance, or advanced.
- (8) 1 Governing Law and durisdiction of Courts. The Contract Decuments shall be decuded to be executed in the State of Maryland and shall be interpreted and enforced according to the lows of the State of Maryland without legard to conflicts of law analysis. Contractor shall fully comply, at its sole cost, with all Laws and changes in
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