

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 10-31-2013

For Official Use Only

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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.

464454

1. File Number: c-736

Person Filing

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

Name SHADE H ZEBIB

Title President

Organization LABOR CONSULTING GROUP, LLC

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

Street 535 BRISWOLD, Suite 111-237

City Detroit

State Michigan ZIP Code + 4 48226

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:

12/31/2011

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 DAVID O KERN

Organization The Shelly Company

Trade Name, if any OLD CASTLE MATERIALS

P.O. Box, Bldg., Room No., if any P.O. BOX 266

Street 80 PARK DR

City Thornville

State OHIO ZIP Code + 4 43076

7. Date entered into:

6/23/11

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

Name DAVID O KERN

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 President

14. Signed

Treasurer
(If other title, see instructions)

Title

CEO

On

Date

7/22/11 313-258-1709

Telephone Number

On

Date

7/23/11 313-550-1812

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.):

LABOR CONSULTING GROUP TO PERFORM LABOR RELATION SERVICES
including PERSUASIVE employee meetings RELEVANT TO union prevention
- See ATTACHED Agreement
NLRB Election Day 7-29-11

Specific Activities to be Performed

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

a. Nature of activity:

Too meet employees of Shelly Co, FROM MEDINA, OHIO,
in six different plants. Meetings held in each plant with
employees of their plant.

11.b. Period during which performed:

June 27, 2011 - July 27, 2011

11.c. Extent performed:

meet with All employees in each plant

11.d. Name and address through whom performed:

Name SHADY Zebib

Organization LABOR CONSULTING GROUP, LLC

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

Street 535 GRISWOLD, Suite 111-237

City DETROIT

State ZIP Code + 4 48226

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:

Shelly company - DRIVERS + MECHANICS
① Medina, ② Brunswick, ③ MASSOLIN,
④ Twinsburg, ⑤ North Ridgeville,
⑥ Cuyahoga Falls concrete plants
110 employees

12.b. Identify subject labor organizations:

Teamsters LOCAL 936
Valley View, Ohio



This Agreement is entered into this day of June 23, 2011, ~~The Shelly Company~~,
(hereinafter the "Client") and **Labor Consulting Group, LLC**. The following provisions
represent the complete understanding of the parties hereto but may be modified by
mutual agreement between the parties in writing.

*SHELLY MATHEWS, INC. Doc
6/23/2011*

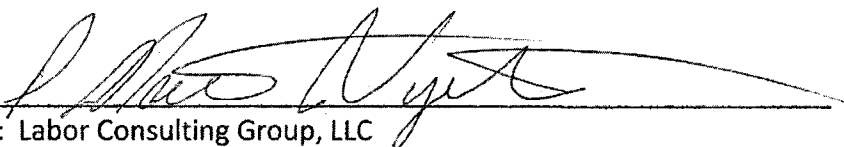
1. Client hereby engages the services of Labor Consulting Group to perform labor relation services (hereinafter the "Project"), which include, but are not limited to, conducting persuasive employee meetings, counseling Client, and performing other activities relevant to union prevention.
2. Labor Consulting Group shall, through its staff and principals, make itself available to consult with officers and administrative staff of Client at reasonable times concerning matters pertaining to the Project or any other matters of importance concerning the business affairs of the Client.
3. Labor Consulting Group shall develop, administer and institute methods and procedures deemed advisable to bring the Project to a successful conclusion. Labor Consulting Group shall keep the Client informed of all work in progress at all times during the term of this Agreement.
4. Client agrees to cooperate fully with Labor Consulting Group by providing all services, information, or documentation necessary to complete the Project. Client also understands that the initial steps of the engagement require sufficient time for development in order to demonstrate results.
5. Labor Consulting Group will assign as many labor specialists as is mutually agreed upon by the parties hereto. Client agrees to pay an hourly rate of \$180.00 per hour per consultant.
6. Client understands and agrees that all time expended by Labor Consulting Group shall be included in the hourly rate, including, but not limited to, on site activities, employee meetings, management conferences, one on one employee contact, and project preparation. Client will reimburse any out of pocket approved expenses.
7. Client agrees to pay a retainer fee of \$15,000 upon execution of this agreement. Retainer will be applied to first \$15,000 billed under terms indicated herein.

9. Client agrees to pay all outstanding fees and costs within seven (7) days after receipt of invoice. Failure to pay any invoices within thirty days (30) of receipt shall result in a finance charge being added to the balance at the rate of one and one-half percent (1-1/2%) per month.

10. Client may terminate the services of Labor Consulting Group at any time by declaration of such intent to an officer or employee of Labor Consulting Group.

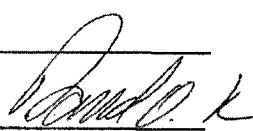
Dated: June 23, 2011

By:


For: Labor Consulting Group, LLC

Examined, Accepted and
Approved

Dated: JUNE 23, 2011

By: DAVID O. KERN 

Title: V.P. / GENERAL COUNSEL

For: SHELLEY MATERIALS, INC.