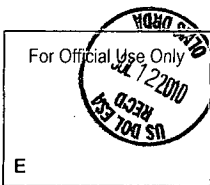


# FORM LM-20

## 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.

431808

1. File Number: C- 00525

### Person Filing

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

Name

Title

Organization LRI Consulting Services, Inc.

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

Street 7850 South Elm Place, Suite E

City Broken Arrow

State Oklahoma

ZIP Code + 4 74011

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

Organization Kephart Trucking

Trade Name, if any

P.O. Box, Bldg., Room No., if any Po Box 386

Street Route 322 West

City Bigler

State Pennsylvania

ZIP Code + 4 16825

7. Date entered into:

5 / 13 / 2010

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

Name David Kephart

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 Treasurer

On 7/2/2010

Date

918-455-9995

Telephone Number

On 7/2/2010

Date

918-455-9995

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.):

See attached.

#### Specific Activities to be Performed

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

a. Nature of activity:

Engaged to assist employer in communicating to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:  
various days beginning 5/19/2010

11.c. Extent performed:  
Fully Performed

11.d. Name and address through whom performed:

Name David Acosta  
Organization Redstone Enterprises, Inc.  
P.O. Box, Bldg., Room No., if any  
Street 5415 East Willowick  
City Anaheim  
State California ZIP Code + 4 92807

Additional Name and address through whom performed, if any:

Name Eric Funston  
Organization  
P.O. Box, Bldg., Room No., if any  
Street 4613 E 13th Street  
City Tulsa  
State Oklahoma ZIP Code + 4 74112

12.a. Identify subject groups of employees:

Drivers

12.b. Identify subject labor organizations:

Teamsters

## AGREEMENT FOR CONSULTING SERVICES

TO: David Kephart  
Kephart Trucking  
PO Box 386  
Route 322 West  
Bigler, PA 16825

DATE: May 13, 2010

### PROPOSED INTERVENTION:

LRI Consulting Services, Inc. will provide consulting services to assist Kephart Trucking in communicating factual and legally accurate information to eligible voters in NLRB-conducted election to enable voters to make fully informed choices in voting.

### TIMING:

The project will begin on or about 5/19/2010.

### TERMS AND CONDITIONS:

Fees: The fee for this project is \$3000 per day per consultant or \$1500 per half day per consultant plus travel expenses.

Payment Terms: A \$30,000 retainer is required upon acceptance of this proposal. The consultant's time will be billed at \$3000 per day per consultant or \$1500 per half day per consultant and credited to the retainer. When the retainer is exhausted it will be replenished in \$30,000 increments. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of the consultant(s) and a penalty of 2% per month until all outstanding invoices are paid in full.

Expenses: Expenses will be billed as actually incurred and are due on presentation of the invoice. Reasonable business expenses include, but are not limited to, transportation (air, rental car, taxi, etc.), lodging, food, and costs for campaign communication materials.

You further acknowledge that no representation by LRICS or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. Your deposit, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein.

### ACCEPTANCE:

We accept the Agreement and terms described above:

For LRI Consulting Services, Inc.

For Kephart Trucking



Phillip B. Wilson  
President – General Counsel

Name: David Kephart  
Title: Owner

DATE: May 13, 2010

DATE: