

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT



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- 00525

362998

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 Western Refining Wholesale, Inc.

Trade Name, if any

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

Street 123 West Mills Street

City El Paso

State Texas

ZIP Code + 4 79901

7. Date entered into:

4 / 22 / 2008

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

Name Scott Stevens

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 VI on penalties in the instructions.)

13. Signed

Title President

President
(If other title, see
instructions)

14. Signed

Title Treasurer

Treasurer
(If other title, see
instructions)

On 6/5/2008

Date

918-455-9995

Telephone Number

On 6/5/2008

Date

918-455-9995

Telephone Number

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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.):

Agreement to provide consultation, to give speeches to employees about exercising their right to organize and bargain collectively.

Specific Activities to be Performed	
11. For each activity, separately list in detail the information required (See instructions):	
a. Nature of activity:	
Employed to give speeches to employees regarding exercising their rights to organize and bargain collectively.	
11.b. Period during which performed:	11.c. Extent performed:
Various days 4/22 thru 5/9	fully performed
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:
Name Terry Cuba	Name Alex Casillas
Organization Brahma Defense Enterprise LLC	Organization Action Resources
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any
Street 10815 Argonite Drive NW	Street 1119 South Mission Road
City Albuquerque	City Fallbrook
State New Mexico ZIP Code + 4 87114	State California ZIP Code + 4 92028
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:
Drivers, Delivery and Transportation	Teamsters

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Specific Activities to be Performed (Continuation Page)	
11. For each activity, separately list in detail the information required (See instructions): a. Nature of activity: Employed to give speeches to employees regarding exercising their rights to organize and bargain collectively.	
11.b. Period during which performed: Various days 4/22 thru 5/9	11.c. Extent performed: fully performed
11.d. Name and address through whom performed: Name Jose Agraz Organization EMSI Consulting, Inc. P.O. Box, Bldg., Room No., if any Street 1340 North Astor Street #2205 City Chicago State Illinois ZIP Code + 4 60610	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
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	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: Drivers, Delivery and Transportation	12.b. Identify subject labor organizations: Teamsters

AGREEMENT FOR CONSULTING SERVICES

TO: Scott Stevens
Western Refining Wholesale, Inc.
123 West Mills Street
El Paso, TX 79901

DATE: April 22, 2008

PROPOSED INTERVENTION:

LRI Consulting Services, Inc. will provide consulting services to assist Western Refining Wholesale, Inc. 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 4/22/2008 and conclude on or about 5/9/2008.

TERMS AND CONDITIONS:

Fees: The fee for this project is \$3,000 per 8 hour day per consultant plus travel expenses.

Payment Terms: A 50% deposit is required upon acceptance of this proposal with the balance due within 30 days or prior to the date of your election, whichever is first. 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 1.5% per week 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 Western Refining Wholesale, Inc.



Phillip B. Wilson
Vice President – General Counsel

DATE: April 22, 2008

Scott Stevens
Vice President

DATE: April 22, 2008