

FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

For Official Use Only



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.

426701

1. File Number: C-670

Person Filing

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

Name

Title

Organization O'Mara & Associates, LLC

P.O. Box, Bldg., Room No., if any P.O. Box 2624

Street

City Novato

State California

ZIP Code + 4 94948

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

Name

Title

Organization

P.O. Box, Bldg., Room No., if any A97

Street 130 Landing Court

City Novato

State California

ZIP Code + 4 94945

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☐ Corporation d. ☒ Other (Specify): LLC

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name

Organization White Auto Sales

Trade Name, if any

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

Street 2575 Auto Mall Parkway

City Fairfield

State California

ZIP Code + 4 94533

7. Date entered into:

2 / 9 / 2010

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

Name Scott Thomason

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 4/3/2010 707-803-4575
Date Telephone Number

On _____
Date 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.):

Agreement 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 about exercising their right to organize and bargain collectively.

11.b. Period during which performed:

various days beginning 2/9

11.c. Extent performed:

Ongoing

11.d. Name and address through whom performed:

Name Patrick O'Mara
 Organization O'Mara & Associates, LLC
 P.O. Box, Bldg., Room No., if any P.O. Box 2624
 Street
 City Novato
 State California ZIP Code + 4 94948

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:

Automotive Technicians

12.b. Identify subject labor organizations:

IAM

SERVICE AGREEMENT

This contract represents an agreement between White Auto Sales, dba, Fairfield Toyota (Company) and O'Mara & Associates, LLC (Contractor). The parties agree that this agreement sets forth the scope of work to be performed and compensation for said work. This agreement represents the entire agreement between the parties and in no way should this agreement be interpreted as a contract for continued employment. Nor should this agreement be attached, conveyed, compared, mistaken for, or mis-interpreted to be a part of any other agreements between the parties. It is understood that the Contractor is acting as an independent contractor and is responsible for all federal and state withholdings, workers compensation and other employment requirements and that the Contractor holds the Company free of any and all liability concerning any government withholdings or workers compensation benefits.

The scope of work for this project is as follows;

The Contractor will provide Act Training at the Company's facility on the days and times determined by the company. The Contractor will provide basic information and insight into the National Labor Relations Act through a Microsoft Power Point presentation. The Contractor will provide the Microsoft Power Point presentation for this training.

Cost of Services;

The cost for this service is \$175.00 per hour, including travel time, plus expenses (see below).

Retainer;

A \$1,000.00 service retainer is required.

Normal Business Expenses;

The Company will either pay for or reimburse the contractor for normal business expenses to include; any and all travel expenses, meals while traveling, rental cars, gas, etc. Additional expenses may be incurred as necessary to perform the above mentioned task. Any additional necessary working expenses will be discussed with the Company's designated representative.

Supplies needed;

Contractor will need access to a Power Point projector and screen (or blank wall) for each training session.

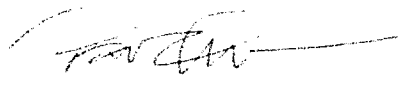
Payment;

Payment is due upon receipt by the Company of Contractor's invoice. There will be a 3% charge applied to the invoice if payment is not made within a week of the date the company receives said invoice. An additional 3% will be added at 30 day intervals for payment not received.

Both parties agree to the above conditions and understand that this is not a contract for continued employment. By signing below both parties accept the terms and conditions of this contract and understand the scope of work to be performed.

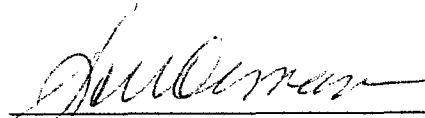
Contractor:

For the Company:



Patrick O'Mara, Principal
O'Mara & Associates, LLC

02/09/10
Date



Fairfield Toyota

2-9-10
Date