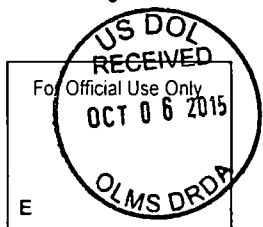


FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

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



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)

599849

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

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 A&R Logistics Inc

Trade Name, if any

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

Street 600 North Hurstbourne Parkway

City Louisville

State KY

ZIP Code + 4 40222

7. Date entered into:

6 / 16 / 2015

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

Name Richard Mitchell

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 CEO

14. Signed

Treasurer
(If other title, see
instructions)

Title President

On 9/25/2015

Date

918-455-9995

Telephone Number

On 9/25/2015

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 communicate to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:

various days beginning 6/17/15

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Joseph Brock

Organization East Coast Labor Relations LLC

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

Street 151 Forge Road

City Delran

State NJ ZIP Code + 4 08075

Additional Name and address through whom performed, if any:

Name

Organization

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

Street

City

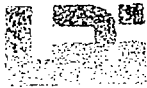
State ZIP Code + 4

12.a. Identify subject groups of employees:

Drivers/Loaders and Tank Washers

12.b. Identify subject labor organizations:

Teamsters



Proposal

June 17, 2015

Richard Mitchell
President
A&R Logistics, Inc
600 North Hurstbourne Parkway
Louisville, KY 40222

502-777-2399
rmitchell@arlogistics.net

RE: Campaign Consulting, Petition 4-RC-154171

Situation Assessment

You have asked for a proposal to provide materials and consulting services to help you win your upcoming NLRB election. You have a few short weeks to educate your employees on the disadvantages of unions and convince them to put their trust in a direct relationship with you rather than the union. You want to make sure that your consulting is persuasive, does not interfere with employees' protected rights and provides the best opportunity to build trust with your employees.

Proposed Intervention(s)

Campaign Consulting: For this option we will provide expert campaign consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

Objectives

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.
- Retain your direct-relationship with employees and preserve the operational flexibility needed to remain productive and profitable. The dead weight cost of unionization is estimated at 25% for most organizations.

Value to Organization

- You avoid a steep and slippery learning curve and are free to do the most important trust-building work.
- You can talk to employees without engaging in mudslinging. You are free to spend your time on a positive message about the company.
- Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- You receive a proven program, with over 10,000 successful client engagements.



Terms and Conditions

The fee for consulting is \$3,000 per consultant per day (plus travel expenses). For purposes of this proposal a consulting day means each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day.

Payment Terms

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 14 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products.

You further acknowledge that no representation by LRI 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. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company to criminal penalties. Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.

Acceptance

We accept the proposal above and the intervention selected:

_____ Campaign Consulting

For LRI Consulting Services, Inc.

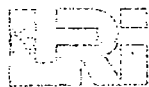
Phillip B. Wilson, President/General Counsel

Date: June 17, 2015

For A&R Logistics, Inc.

Richard Mitchell, President

Date: 6/17/15



Personal & Confidential

June 17, 2015

Richard Mitchell
President
A&R Logistics, Inc
600 North Hurstbourne Parkway
Louisville, KY 40222

502-777-2399
rmitchell@arlogistics.net

Re: Campaign Consulting

Dear Mr. Mitchell,

Thanks for your interest in labor and employee relations consulting services from LRI Consulting Services, Inc. ("LRI,,"). You requested a detailed proposal which you will receive soon. Our number one priority is to ensure a successful outcome. Since time is of the essence, I wanted to quickly outline what you can expect from LRI during this engagement. Here is what you can expect from LRI.

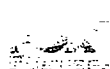
- In addition to this engagement letter you will receive a proposal outlining in detail the proposed scope of our engagement with your firm - if you have any questions about that proposal please don't hesitate to contact me.
- Once you've signed the proposal, you will be contacted by your campaign manager. The purpose of this call is to:
 - Introduce the campaign manager and answer any questions you have about our proposal;
 - Gather as much information as we can about your situation, arrange travel and discuss initial campaign communications;
 - Set a regular update conference call between the campaign manager, our on-site consultant and the key players on your team (including in-house and outside legal counsel);
 - Establish the correct communication protocol between our firms and your outside legal counsel to ensure that attorney-client privilege is preserved to the full extent possible;
 - Make sure that you know how to reach key members of our firm if you need additional assistance during your campaign.
- We will be available to you on a 24/7 basis and you can expect a return call or email within 2 hours of any communication to us.

We will send you a proposal to secure our services (the "Proposal"). Time is of the essence for this project. Therefore the parties agree to handle expenses incurred prior to the signing of our proposal as outlined below. Once the Proposal is executed by our firms, that agreement will supersede the terms outlined below. In order to take advantage of advance travel planning and to block out schedules for appropriate consulting resources, LRI may incur expenses on behalf of Company before we execute the Proposal. Our incurring costs or performing services on your behalf indicates your acceptance of the terms and conditions below. Should you decide to cancel our engagement at any time prior to executing our Proposal simply notify me of your intentions using the contact information provided below.

After notifying me of your intentions you will only be invoiced for the following:

- Out of pocket change or service fees for any non-refundable travel related expenses incurred

featured in



Labor Relations Institute, Inc.

7850 S. Elm Place • Suite E
Broken Arrow, OK 74011

prior to receipt of your notification (if any);

- Actual consulting days performed for the Company (at our customary rate of \$3,000 per day, per consultant prior to your notification (if any); and
- Any other reasonable business expenses spent on your behalf prior to your notification (if any).

If you have any questions or concerns about the terms and conditions outlined in this letter please contact me immediately at 918-455-9995.

We very much appreciate the opportunity to work for you. You may be assured that you will receive our best efforts.

Respectfully,



Phillip B. Wilson
President - General Counsel LRI Consulting Services, Inc.

Contact information:

Campaign Manager- Executive Vice President:

Eric Funston
Office (800) 888-9115
Cell (918) 346-3840
Email: Efunston@lrim.com

President & General Counsel:

Phillip B. Wilson
Office (918) 455-9995
Cell (918) 361-4497
Email pbwilson@lrim.com

