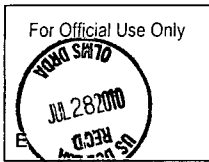


FORM LM-20

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.

432402

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 Simmons Foods

Trade Name, if any

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

Street 610 North Hico Street

City Siloam Springs

State Arkansas

ZIP Code + 4 72761

7. Date entered into:

7 / 1 / 2010

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

Name Steve Gardner

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 7/21/2010

Date

918-455-9995

Telephone Number

On 7/21/2010

Date

918-455-8884

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 their rights in their attempt to decertify the Bakery, Confectionery, Tobacco Workers and Grain Millers.

11.b. Period during which performed:

various days beginning 7/3/10

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name

Organization Sprunger & Associates, LLC

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

Street 208 East 113th Street

City Jenks

State Oklahoma

ZIP Code + 4 74037

Additional Name and address through whom performed, if any:

Name Eric

Funston

Organization

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

Street 4613 East 13th Street

City Tulsa

State Oklahoma

ZIP Code + 4 74112

12.a. Identify subject groups of employees:

Production and Maintenance, Feed Haul Drivers, Feed Pickup Drivers, Quality Assurance Technicians.

12.b. Identify subject labor organizations:

Bakery, Confectionery, Tobacco Workers and Grain Millers

AGREEMENT FOR CONSULTING SERVICES

TO: Steve Gardner
Simmons Foods
610 North Hico Street
Siloam Springs, AR 72761

DATE: July 1, 2010

PROPOSED INTERVENTION:

LRI Consulting Services, Inc. will provide consulting services to assist Simmons Foods 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 7/3/2010.

TERMS AND CONDITIONS:

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

Payment Terms: You agree to pay consulting invoices within 10 days.

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 Simmons Foods



Phillip B. Wilson
President – General Counsel

DATE: July 1, 2010

Name: Steve Gardner
Title: Vice President of People Services

DATE: