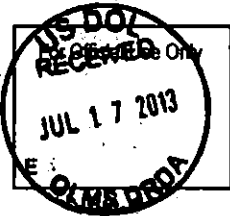


# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

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



This report is mandatory under P.L. 88-257, 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.

582155

1. File Number: C-736

## Person Filing

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

Name: DAVID M. NYSTROM

Title: CEO

Organization: LABOR CONSULTING GROUP, LLC

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

Street: 535 BRISWOLD, Suite 11-237

City: DETROIT

State: Michigan ZIP Code + 4: 48226

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:

1

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: OCH, BRUNSWICK TOYOTA

Organization: RICHARD MOOTZ - Service mgr.

Trade Name, if any:

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

Street: 1504 Route 1

City: NORTH BRUNSWICK

State: New Jersey ZIP Code + 4: 08902

7. Date entered into:

4/7/2013

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

Name: AS ~~GEORGE~~ LIANG  
Name: PRESIDENT  
Name: OCH

## 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

Title: President

President  
(If other title, see instructions)

14. Signed

Title: Treasurer

Treasurer  
(If other title, see instructions)

On

5-10-13

Date

877-870-8782

Telephone Number

On

5-10-13

Date

877-870-8782

Telephone Number

Filer:

File Number C-

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.):

HOLD Employee Group Meetings  
 Show Video Presentation -  
 Give Voting Procedures  
 Provide Written HAND-OUTS

COST - 180 per hour per consultant + reasonable exp

Specific Activities to be Performed

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

a. Nature of activity: persuade employees to vote NO union

11.b. Period during which performed:

11.c. Extent performed:

USWA completed - withdrawn

11.d. Name and address through whom performed:

Name DAVID M Nystrom  
 Organization LABOR CONSULTING GROUP  
 P.O. Box, Bldg., Room No., if any  
 Street 535 BRISWOLD, suite 111-257  
 City DETROIT  
 State Michigan ZIP Code + 4 48226

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 Techs  
~~TECHS~~

12.b. Identify subject labor organizations:

USWA, New York  
 LOCAL 355



This Agreement is entered into as of April 7, 2013, between **DCH Brunswick Toyota** (hereinafter the "Client") and **Labor Consulting Group, LLC**. (sometimes, "LCG") The following provisions represent the complete understanding of the parties hereto but may be modified by mutual agreement between the parties in writing.

1. Client hereby engages the services of Labor Consulting Group to perform labor relation services (hereinafter the "Project"), which include, but are not limited to, conducting persuasive employee meetings, counseling Client, and performing other activities relevant to union prevention.
2. Labor Consulting Group shall, through its staff and principals, make itself available to consult with officers and administrative staff of Client at reasonable times concerning matters pertaining to the Project or any other matters of importance concerning the business affairs of the Client.
3. Labor Consulting Group shall develop, administer and institute methods and procedures deemed advisable to bring the Project to a successful conclusion. Labor Consulting Group shall keep the Client informed of all work in progress at all times during the term of this Agreement. Labor Consulting Group and its representatives and agents represent and warrant that they shall each, in providing services to Client hereunder, comply with any and all federal and state laws, regulations and/or the like applicable to either Client and/or any of them.
4. Client agrees to cooperate fully with Labor Consulting Group by providing all services, information, or documentation necessary to complete the Project. Client also understands that the initial steps of the engagement require sufficient time for development in order to demonstrate results.
5. Labor Consulting Group will assign two labor specialists, Marty Nystrom and Alex Agassi (and perhaps others as is mutually agreed upon by the parties hereto). Client agrees to pay a flat fee of \$30,000 for such 2 consultants through election day May 3, 2013 in accordance with Schedule A attached hereto and made a part hereof. A third specialist, Pedro Vizcaino, will be added at a cost of \$9,500.00 using the same schedule through May 3.
6. Client understands and agrees that all time expended by Labor Consulting Group shall be included in the flat fee, including, but not limited to, on site activities, employee meetings, management conferences, one on one employee contact, and project preparation.
7. Client will reimburse any approved, reasonable and documented out of pocket expenses, in accordance with Client's travel reimbursement policy

(which among other things requires coach airline tickets). The flat fee for (3) consultants will be \$39,500.00 through election day May 3, 2013, based on the time commitments set forth on Schedule A attached hereto.

8. Client and LCG mutually agree if services performed do not result in Client's NLRB election victory or withdrawal and the participating labor organization prevails in a certified NLRB election, Client will receive a 20% reduction in consultant billing.

9. Client agrees to pay a retainer fee of \$10,000 upon execution of this agreement. Retainer will be applied to first \$10,000 billed under terms indicated herein.

10. Client agrees to pay all outstanding fees and costs within seven (7) days after receipt of invoice. Failure to pay any invoices within thirty days (30) of receipt shall result in a finance charge being added to the balance at the rate of one and one-half percent (1-1/2%) per month.

11. Client may terminate the services of Labor Consulting Group at any time by declaration of such intent to an officer or employee of Labor Consulting Group, LLC.

12. LCG will fully indemnify, defend and hold Client, its affiliates and their principals, directors, officers, employees, agents and/or the like harmless from and against any and all actual or threatened actions, filings, demands, claims, lawsuits, damages, liabilities, costs, fees, expenses and/or the like (including, without limitation, attorneys' and other professionals' fees, costs and expenses) arising from and/or relating to, directly and/or indirectly, any of LCG's (and/or its agents' or representatives') acts or omissions and/or their breach of this agreement and/or any injury to any persons (including without limitation LCG's agents and/or representatives) and/or damage to any property. This excludes any ULP's filed by the union during or after the NLRB election May 3, 2013.

Dated: April 7, 2013

By: 

Marty Lystrom, President of  
Labor Consulting Group, LLC

Examined, Accepted and  
Approved

By: \_\_\_\_\_

George Liang, President of  
DCH Brunswick Toyota