

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)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

497119

1. File Number: C- 00633

Person Filing

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

Name Steven A Beyer

Title Partner

Organization The Crossroads Group Labor Relations Con

P.O. Box, Bldg., Room No., if any 505

Street 63 Via Pico Plaza

City San Clemente

State California

ZIP Code + 4 92672

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 / 12

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 Mike Adams

Organization Capstone Logistics, LLC

Trade Name, if any LMS Intellibound

P.O. Box, Bldg., Room No., if any Suite 400

Street 4 Executive Park East

City Atlanta

State Georgia

ZIP Code + 4 30329

7. Date entered into:

4 / 9 / 2012

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

Name Mike Adams

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

Title Other (Specify)
Partner

President
(If other title, see
instructions)

14. Signed

Treasurer
(If other title, see
instructions)

Title

Other (Specify)

Partner

On 05/05/2012

Date

(949) 248-0884

Telephone Number

On 05/08/12

Date

(818) 999-5632

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.):

Payment on a fee-for-service basis at the hourly rate of \$350.00 plus reasonable and customary expenses

Specific Activities to be Performed

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

a. Nature of activity:

To assist the employer's efforts to advise employees of their Section 7 rights and to furnish them with information regarding third-party representation

11.b. Period during which performed:

4/16/2012 - 5/04/2012

11.c. Extent performed:

Complete

11.d. Name and address through whom performed:

Name Steven A Beyer

Organization The Crossroads Group Labor Relations Cons

P.O. Box, Bldg., Room No., if any 505

Street 63 Via Pico Plaza

City San Clemente

State California ZIP Code + 4 92672

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:

All full-time and part-time warehousemen and lead warehousemen

12.b. Identify subject labor organizations:

United Food and Commercial Workers, Local 23



THE CROSSROADS GROUP
Labor Relations Consultants

Michael D. Ford, Partner
615.248.0844
mford@tcgconsultants.com

Steven A. Meyer, Partner
615.248.0844
smeyer@tcgconsultants.com

Personal & Confidential

March 30, 2012

Mr. Mike Adams
Chief Operating Officer
Capstone Logistics, LLC
4 Executive Park East, Suite 400
Atlanta, GA 30329

Re: Agreement for Professional Services

Dear Mr. Adams:

In accordance with our conversation and mutual agreements, this letter will confirm that Capstone Logistics, LLC (the "Client") has retained The Crossroads Group Labor Relations Consultants ("Consultant") regarding general personnel and labor relations activities related to the pending National Labor Relations Board representation certification election campaign at the Client's location in the vicinity of Dubois, Pennsylvania.

Our fees are charged on an hourly basis in minimum units of a quarter of an hour for all time actually expended on your behalf. You will receive my personal services, which will be billed at the discounted rate of \$350.00. Clients are billed at the hourly rate for all time expended on their behalf, plus reasonable and customary out-of-pocket expenses and one-half travel time. Expenses are billed to the Client at cost on a direct pass through basis with no increase by Consultant. Expenses include, but are not limited to, airline travel, lodging, meals, car rental, mileage at the prevailing Internal Revenue Service standard mileage rate when traveling via consultant's personal vehicle, duplication services, postage, research data required by the Client, and all similar out-of-pocket expenses. Consultant shall purchase coach class airline tickets when available and shall reserve reasonably priced business class hotel accommodations and rental cars. It is understood that the Client will reimburse Consultant for non-refundable airline tickets and/or change fees in the event of Client cancellation or postponement of an assignment.

We agree to send you statements clearly showing the basis for our fees and charges by detailing the services rendered and costs incurred on a weekly basis. All fees and expenses not previously paid are due and payable upon receipt of each statement. The Client agrees to pay the statement promptly and in full, understanding that if payment is not made in full within thirty (30) days of the statement date, the Client's account shall be considered past due and an interest charge may be added to the outstanding balance in an amount equal to one and one-half percent (1.5%) per month calculated daily.



Capstone Logistics, LLC

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Consultants are retained to provide independent and objective professional judgment and recommendations. Accordingly, a difference of opinion on a question of professional judgment shall not excuse the Client from fees and costs incurred in the collection of any outstanding accounts receivable.

Our firm always strive to offer our clients the greatest value possible by delivering the highest quality services in a timely fashion. In return, we request that upon receipt of our statements, you review them to determine if you have any questions or comments. If so, please call me directly. Furthermore, we reserve the right to withdraw as your Consultant if you fail to pay our statements and other bills in a timely manner.

If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process, to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. In the event that Consultant does so participate in any manner, the Client shall pay to Consultant all professional fees and other fees of Consultant in effect as well as the cost and expenses, including attorneys' fees, incurred in anticipation and resulting from such proceedings. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed.

Any controversy or claim arising out of or relating to this Agreement, its validity, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). A single neutral arbitrator shall be appointed in accordance with the AAA Rules to resolve the dispute.

The arbitrator shall be an attorney who is knowledgeable in business and labor laws, and who is experienced in labor relations and union organizing activities involving employers. The arbitration hearing shall be held in Orange County, California. This contract shall be interpreted and governed by the laws of the State of California. The arbitrator shall award to the prevailing party all its costs and fees, including AAA filing and administrative fees and attorneys' fees.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should any party refuse to arbitrate or file a court action regarding a claim, which is subject to arbitration under this Agreement, the other party shall be entitled to recover its costs and reasonable attorneys' fees in enforcing this arbitration agreement in court.

During the course of our representation, we will endeavor to keep you fully advised as to the status and progress of this matter, including our view of your rights and potential liabilities or exposure, and our recommendation as to an appropriate course of action in view of the facts, circumstances and issues involved.



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However, we must emphasize that our firm has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter or the actual amount of any fees or costs you will incur. Often, the results in a matter, and the costs and expenses are controlled by external factors beyond our control, including the factual circumstances, course of the campaign or negotiations, etc.

We will send copies of all substantive correspondence and other documents generated in the matter, and I ask that you call me at any time should you wish to discuss our invoices, or any other aspect of this matter.

If the terms and conditions of this letter are satisfactory to you, please evidence your consent to such terms and conditions by signing this letter and returning it to me by e-mail.

This is a final agreement and this agreement supersedes any other oral or written representations by either the Client or Consultant.

We very much appreciate the opportunity to serve you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.

Respectfully,

Steven A. Beyer
Partner
THE CROSSROADS GROUP
Labor Relations Consultants

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 2nd day of April, 2012.

Capstone Logistics, LLC

By: Mark Adams Title: COO
Date: 4/9/12