

U.S. Department of Labor Office of Labor-Management Standards Washington, DC 20210

# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved Office of Management and Budget No. 1215-0188 Expires 09-30-2011

For Official Use Only RECEIVED JUN 2 9 2012 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. I. File Number C- 00525 Person Filing 3. Any other address where records necessary to verify this report are kept: 2. Name and mailing address (include ZIP Code): Name Title Title Organization Organization LRI Consulting Services Inc P.O. Box, Bldg., Room No., if any P.O. Box, Bldg., Room No., if any Street Street 7850 South Elm Place, Suite E City City Broken Arrow ZIP Code + 4 74011 ZIP Code + 4 State State Oklahoma 4. Date fiscal year ends: 5. Type of person: Partnership c. Corporation d. Other (Specify): Dec Individual b. Nature of Agreement or Arrangement 6. Full name and address of employer with whom made (include ZIP Code): 7. Date entered into: 20 2012 Name 8. Name of person(s) through whom made: Organization The Boyd Law Group Name Trade Name, if any Name P.O. Box, Bldg., Room No., if any Name Street 370 Lexington Avenue, Suite 1705 City New York Name ZIP Code + 4 State New York 10017 Name Signatures Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information contained in any accompanying documents) has been examined by the signatory and is, to information submitted in this report (including **Ž**indersign**e**d s knowledge and belief. VII on penalties in the instructions.) President Treasurer (If other title, see (If other title, see instructions) instructions) President Treasurer Title 06/22/2012 918-455-9995 06/22/2012 918-455-9995 On

Date

Date

Telephone Number

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:	11.c. Extent performed:
various days beginning 4/27/12  11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:
Name	Name
Organization M. Rosado Management Consultants LLC	Organization
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any
Street 96 Linwood Plaza, Suite 103	Street
City Fort Lee	City
State New Jersey ZIP Code + 4 07024	State ZIP Code + 4
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:
various employees	pre-petition



phone 800-888-9115 tax 918-455-9998 www.LRIonline.com

#### Proposal

April 20, 2012

Patt Boyd General Counsel The Boyd Law Group 370 Lexington Avenue, Suite 1705 New York, NY 10017

212-867-3675 pboyd@theboydlawgroup.com

### **RE:** Campaign Consulting

## 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 as opposed to an outside third party like the union. You want to make sure that your consulting is persuasive, legally sound 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 by Mike Rosado on-site to communicate your message directly to employees in employee meetings and one-on-one. Mike 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. This option does not include representation before the NLRB, which would require an additional engagement if desired by the client.

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.
- Maintaining a direct-relationship at your facility (unionized facilities are less productive and profitable than direct relationship ones – the estimated "dead weight cost" of unionization around 25% more than the cost of operating non-union).

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 "mud-slinging" 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 \$1500 per half day per consultant or \$3,000 per full day per consultant (plus travel expenses). The costs of materials is a non-refundable \$5495. The retainer amount is \$9000 per consultant per week. 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 of the campaign.

Page 1 of 2 | Initial \_\_\_\_ Labor Relations Institute, Inc.







5 U

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



All fees are due upon the delivery of the consulting services and are non-refundable. The retainer amount above is due upon acceptance and before we will commence work. We will credit invoices for days worked against this retainer and you agree to refill the retainer in the amount above for each week of the assignment. You also agree to coordinate, arrange and pre-pay consultant's airfare, hotel accommodations and, if deemed necessary, a rental car. Any additional expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and you agree to settle those statements within 7 days and to provide a credit card for us to settle outstanding invoices not paid by that time. 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 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. Criminal copyright infringement is investigated by the FBI and may constitute a felony penalty of up to five years in prison and/or a \$250,000 fine.

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 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 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 intevention(s) selected:
\_\_\_\_\_ Campaign Consulting

For LRI Consulting Services, Inc.

Phillip B. Wilson, President & General Counsel Date: April 20, 2012

For The Boyd Law Group

Patt Boyd, General Counsel Date: \_\_\_\_\_

Page 2 of 2 | Initial\_

featured in

Labor Relations Institute, Inc.







