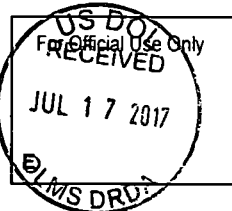


# FORM LM-20

## 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.

652984

1. File Number: C- 00525

### Person Filing

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

Name Phillip B Wilson

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 Luxottica North America

Trade Name, if any

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

Street 4000 Luxottica Place

City Mason

State OH ZIP Code + 4 45040

7. Date entered into:

6 / 4 / 2017

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

Name William Twickler

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 7/7/2017

Date

918-455-9995

Telephone Number

On 7/7/2017

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 6/4/17

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Michael Ciabattoni

Organization MSC Labor Relations and Legislative

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

Street 27 Catherine Court

City Bear

State Delaware ZIP Code + 4 19701

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:

Machine Technicians

12.b. Identify subject labor organizations:

Machinists & Aerospace Workers

## CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "**Agreement**") is dated effective June 1, 2017 ("**Effective Date**") and is by and between LUXOTTICA RETAIL NORTH AMERICA INC., an Ohio corporation with offices at 4000 Luxottica Place, Mason, Ohio 45040 ("**Luxottica**"), and LRI CONSULTING SERVICES, INC. with an office located at 7850 S. Elm Place – Suite E, Broken Arrow, OK 74011 ("**Consultant**").

WHEREAS, Luxottica wishes to retain Consultant for the purpose of providing the services described in Exhibit A attached hereto and incorporated herein (the "**Services**"); and

WHEREAS, Consultant is willing to provide the Services sought by Luxottica in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, Luxottica and Consultant agree as follows:

1. Duties.

(a) Luxottica hereby engages Consultant, and Consultant hereby agrees to perform the Services commencing on the Effective Date for a period of ninety (90) days from the effective date unless otherwise terminated earlier as provided for herein (the "**Term**").

(b) Luxottica shall not exercise any control over the day to day operational manner and means by which Consultant performs the Services. The Services to be provided under this Agreement shall be performed at a location or locations to be agreed upon between Luxottica and Consultant.

2. Compensation. Luxottica agrees to pay Consultant the fees set forth in Exhibit A (the "**Consulting Fees**") for the performance of the Services described in Exhibit A. Consultant will invoice Luxottica monthly and Luxottica will remit payment within sixty(60) days of undisputed invoice receipt. Luxottica may withhold the payment of any disputed amounts until the dispute is resolved. Consultant shall invoice Luxottica for all travel expenses (hotel, meals, and coach class air travel) and reasonable out-of-pocket expenses incurred by Consultant in performance of the Services under this Agreement provided such expenses are in accordance with Luxottica's expense reimbursement policy in effect from time to time. Consultant will provide Luxottica with copies of receipts as a condition of reimbursement.

3. Independent Contractor; Insurance; Records.

(a) This Agreement shall not constitute or establish an agency, joint venture, partnership or employment relationship between the parties. It is understood and agreed between the parties that Consultant shall perform the Services for Luxottica as an independent contractor and shall have no power or authority to act for, represent or bind Luxottica in any manner. Consultant will not be entitled to any benefits accorded to Luxottica's employees including, but not limited to, workers' compensation insurance, unemployment insurance, disability insurance, medical insurance, dental insurance, retirement plans, 401(k) plans, stock option plans, stock

purchase plans, vacation pay and sick pay. The exclusion from benefit programs is a material component of the terms of compensation negotiated by Luxottica, and is not premised on Consultant's status as a non-employee. To the extent that Consultant may become eligible for any benefit programs maintained by Luxottica (regardless of the timing of or reason for eligibility), Consultant waives his or her right to participate in the programs. This waiver is not conditioned on any representation or assumption concerning Consultant's status as an independent contractor. Consultant also agrees that, consistent with Consultant's independent contractor status, Consultant will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits. In addition, Consultant agrees that, even if Consultant's relationship with Luxottica under this Agreement were to be later reclassified, through any means, from the relationship of independent contractor to that of employer-employee, Consultant nevertheless will not be entitled to participate in any benefits of employment that Luxottica may from time to time provide to its employees.

(b) Consultant shall be solely responsible for the reporting and payment of any contributions, taxes or other assessments imposed upon the Consulting Fees received for the Services rendered under this Agreement.

(c) During the Term, Consultant agrees to obtain and maintain, at its sole expense, the following insurance: (i) Commercial General Liability Insurance written on an occurrence basis including premises, products/completed operations liability coverage with respect to the products and services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage with limits of not less than US\$1,000,000 per occurrence and US \$2,000,000 in the aggregate, (ii) Automobile Liability Insurance with at least \$1,000,000 combined single limit for bodily injury and property damage per accident, (iii) Umbrella Liability Insurance, with limits of at least \$1,000,000 per occurrence and in the aggregate, (iv) Workers Compensation Insurance in the amount required by law, (v) Employers Liability/Stop Gap Liability Insurance with limits of at least \$500,000 for each occurrence, and (vi) Professional Liability (errors and omissions) Insurance, if applicable services are provided, with limits of at least \$1,000,000 per occurrence. All Commercial General Liability and Automobile Liability Insurance policies and certificates of insurance shall include Luxottica Group S.p.A., its subsidiaries, affiliates and divisions (including all entities comprising "Luxottica" hereunder), as additional insureds, and will provide that 30 days' written notice must be given to Luxottica before such policy is altered or canceled. Within 10 days of execution of this Agreement, Consultant shall deliver to Luxottica certificates of insurance as evidence of the required coverage.

(d) Consultant shall, throughout the term of this Agreement and for a period of one (1) year after its expiration or termination, keep up-to-date records with respect to all work performed hereunder including, but not limited to, documentation of all expenditures and purchases made, time incurred and personnel used in connection with the Services in accordance with standard accounting and record keeping practices. In order to assure the maintenance of said records and to permit Luxottica to assure that the Services have been performed as provided in this Agreement and to confirm billing where appropriate, Consultant shall throughout the term

of this Agreement and for a period of one (1) year after its expiration or termination permit Luxottica or its agent to examine such records one time each year at such reasonable time or times as Luxottica and Consultant may determine within Consultant's normal business hours. Luxottica shall bear all expense of such audit, unless any such audit reveals amounts owed to Luxottica in which case Consultant shall promptly pay such amounts to Luxottica and shall reimburse Luxottica for the costs of such audit.

4. No Conflict of Interest. Consultant represents and warrants to Luxottica that Consultant has no obligations, and shall incur no obligations during the Term, to any third party that will in any way be deemed a breach of any agreement or limit or restrict Consultant's ability to perform the Services.

5. Indemnification. Consultant shall defend, indemnify and hold Luxottica, its affiliates, and their respective officers, directors, employees and agents harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) arising out of or relating to: (i) personal injury (including death), property damage or any other damage caused or alleged to be caused by the negligence, willful misconduct, bad faith or fraud of Consultant, its employees, agents or subcontractors, (ii) any breach of this Agreement by Consultant, (iii) any infringement or alleged infringement of any patent, design, trade name, copyright, trademark, trade secret or other intellectual property right relating to the Services furnished to Luxottica by Consultant, or Luxottica's use thereof, (iv) Consultant's failure to make any reports or pay any taxes or other payments set forth in Section 3(b), and (v) any and all taxes, liabilities, costs and expenses that may arise if Consultant is deemed to be an employee of Luxottica for any purpose. Upon receipt of notice, Consultant shall promptly assume the defense of any third party suit or proceeding covered by its indemnification obligations hereunder. Consultant shall not settle or compromise any claims against Luxottica without Luxottica's prior written consent.

6. No Publicity. Consultant shall not use Luxottica's name or logo publicly in connection with this Agreement, customer list or any product, service, promotion, advertisement or communication without Luxottica's prior written approval in each instance.

7. Termination. Luxottica may terminate this Agreement for convenience upon thirty (30) days prior written notice to Consultant. Either party may terminate this Agreement in the event of an uncured breach of this Agreement by the other party. The non-breaching party shall provide the other with written notice of the breach. The breaching party shall have thirty (30) days within which to cure the breach; otherwise, the non-breaching party shall have the right to terminate upon written notice. Either party may terminate this Agreement if the other files a petition in bankruptcy, insolvency, or like proceedings, or if any petition seeking reorganization, readjustment or rearrangements of the business of either party shall have been filed and not stayed or discharged for a period of 30 days, or if a receiver or trustee shall be appointed for the property and assets of either party and not discharged for a period of 30 days. Upon termination of this Agreement for any reason, Consultant shall return to Luxottica all material which has been provided by Luxottica to Consultant and all completed and work-in-progress deliverables. Luxottica shall be responsible for paying Consultant for all Services performed up to the termination date.

8. Confidential Information. Consultant acknowledges that in providing the Services, Consultant will have access to valuable Confidential Information, as defined below.

(a) “**Confidential Information**” means any information, whether oral, written or electronic, that Luxottica considers confidential or proprietary, including, without limitation, all reports, information and data in whatever form, designs, products, processes, equipment, technologies, materials, suppliers, costs, operations, trade secrets, strategies, technical or patent information, marketing data, customer information including personally identifiable information, and financial information.

(b) Confidential Information may not be copied, disclosed or used by Consultant except as necessary to perform the Services. Consultant agrees that Confidential Information is and shall remain the property of Luxottica, and any Confidential Information in Consultant’s possession shall be returned to Luxottica immediately upon termination of this Agreement for any reason.

(c) Consultant will maintain the security of Confidential Information. In the event Consultant is ever asked to disclose Confidential Information, pursuant to legal process or otherwise, Consultant shall immediately contact Luxottica to seek Luxottica’s consent prior to any disclosure.

(d) The confidentiality restrictions in this Section 8 survive the expiration or termination of this Agreement.

9. Irreparable Harm. Consultant acknowledges that, as a result of performing Services for Luxottica, Consultant has access to Confidential Information, the disclosure of which will irreparably harm Luxottica. Consultant further acknowledges that Luxottica will suffer irreparable harm if Consultant breaches any of Consultant’s confidentiality obligations under this Agreement, and that therefore in the event of Consultant’s breach or threatened breach of Consultant’s confidentiality obligations contained in this Agreement, Luxottica shall be entitled, in addition to its other rights, to enforce such obligations by an injunction or decree of specific performance from a court having proper jurisdiction.

10. Assignment. Consultant may not assign, transfer or subcontract the Services to be provided under this Agreement without the prior written consent of Luxottica. This Agreement may be assigned by Luxottica to any of its affiliates as a result of a corporate reorganization, merger or otherwise, without notice or consent. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

11. Severability. If any term or condition of this Agreement is found by a court to be unenforceable, then the remaining terms and conditions shall remain in full force and effect. Any terms and conditions found to be unenforceable shall be modified by the court to conform to a provision that most closely expresses the intent of the unenforceable terms or conditions.

12. Entire Agreement. This Agreement, including its Exhibits attached hereto, constitutes the entire understanding and agreement of the parties, and supersedes all prior oral or written negotiations and agreements between the parties with respect to the subject matter of this Agreement. No modification, change or amendment of this Agreement shall be valid unless made in writing and signed on behalf of each party hereto.

13. Governing Law. This Agreement shall be governed by the laws of the State of Ohio, without regard to its conflict of laws provisions and irrespective of the location where Services are to be performed. The parties agree that exclusive venue and jurisdiction for all disputes arising under this Agreement shall be in courts located in Hamilton County, Ohio. The parties expressly exclude the application of the United Nations Convention on the International Sale of Goods to this Agreement.

14. Compliance with Laws; Service Warranty. Consultant agrees to comply with all applicable laws, ordinances, rules, regulations, and codes in the performance of the Services under this Agreement. Consultant represents and warrants to Luxottica that all Services performed under this Agreement shall: (i) be performed in a timely and professional manner by appropriately trained, skilled and qualified personnel, and (ii) meet or exceed applicable industry standards. In the event of breach of the foregoing warranty, Consultant shall promptly re-perform the Services to the satisfaction of Luxottica, at no additional charge to Luxottica. If Consultant is unable to re-perform the Services, Consultant shall refund to Luxottica the fees paid by Luxottica to Consultant for the non-conforming Services.

15. Counterparts. This Agreement may be executed in any number of counterparts, whether in originals or via copy or facsimile, each of which when executed and delivered will be deemed an original, but all of which taken together will constitute but one and the same instrument.

16. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be conclusively deemed to have been received by a party hereto and to be effective if delivered personally to such party, or by recognized overnight courier service, or by first class U.S. mail, return receipt requested, postage prepaid, addressed to such party at the address set forth below, or to such other address as either party may give to the other in writing for such purpose.

If to Luxottica: Luxottica Retail North America Inc.  
4000 Luxottica Place  
Mason, Ohio 45040  
Attn: William Twickler

With a copy to:  
Luxottica Retail North America Inc.  
4000 Luxottica Place  
Mason, Ohio 45040  
Attn: General Counsel's office

If to Consultant:      LRI Consulting Services, Inc.  
7850 S. Elm Place – Suite E  
Broken Arrow, OK 74011  
Attn: General Counsel's Office

17.    Headings. Section headings are used for convenience of reference and shall not affect the meaning of any provision of this Agreement.

18.    WAIVER OF RIGHT TO TRIAL BY JURY. LUXOTTICA AND CONSULTANT HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE; AND LUXOTTICA AND CONSULTANT HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY.

19.    Survival. Sections 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 18 and 19 shall survive the expiration or termination of this Agreement.

*[Remainder intentionally left blank – Signature page follows]*



## **Exhibit A**

### **Description of Services and Consulting Fees**

#### **Situation Assessment**

You (Luxottica) have requested 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)**

**Employee Education:** For this option we (Consultant) will provide expert campaign consulting services with an on-site facilitator to communicate directly with employees in order to educate them relating to the National Labor Relations Act ("NLRA") and their rights under the NLRA. Our consultant will work with managers and supervisors at your location to help facilitate communication and increase your own internal capacity for handling employee relations issues. Based on our joint assessment of the need, we will assign appropriate resources to your campaign.

#### **Objectives**

- Educate employees regarding the NLRA, collective bargaining and their rights under the NLRA.
- Increase communication between employees and the current leadership team to continue developing a positive employee relations environment.

#### **Value to Organization**

- You can provide employees with the facts relating to the NLRA and their rights.
- You avoid a steep and slippery learning curve and are free to do the most important trust-building work.
- 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.

**Additional Terms**

It is further understood that all materials created by Consultant 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 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.

Further, you agree to make Consultant aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LUXOTTICA RETAIL NORTH AMERICA INC.

LRI CONSULTING SERVICES, INC.

By: William Twickler

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

Name: William Twickler

Name: \_\_\_\_\_

Title: VP - Engineering

Date: \_\_\_\_\_

Date: 6-15-17