

# 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

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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.

457627

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 Poet

Trade Name, if any

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

Street 4615 North Lewis Ave

City Sioux Falls

State South Dakota ☒ ZIP Code + 4 57104

7. Date entered into:

1 / 12 / 2011

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

Name Brian Guarri

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 3/28/11 918-455-9995  
Date Telephone Number

On 3/28/11 918-455-9995  
Date 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:

2/7 thru 2/9/11

11.c. Extent performed:

Fully performed

11.d. Name and address through whom performed:

Name

Organization East Coast Labor Relations LLC

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

Street 151 Forge Road

City Delran

State New Jersey ☒ ZIP Code + 4 08075

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:

Technicians, Custondians, Commodities, Scale House Operator, Lab Technician and assistants

12.b. Identify subject labor organizations:

Teamsters

## AGREEMENT FOR CONSULTING SERVICES

TO: Brian Guarraci  
Poet  
4615 N Lewis Ave  
Sioux Falls, SD 57104

DATE: January 14, 2011

### PROPOSED INTERVENTION:

LRI Consulting Services, Inc. will provide consulting services to assist Poet 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 2/7/2011.

### 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 will receive regular statements outlining the number of hours and expenses expended on your behalf and agree to settle all statements within 14 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of the consultant(s) and a penalty of 2% per month until all outstanding invoices are paid in full.

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 Poet



Phillip B. Wilson  
President – General Counsel

Name: Brian Guarraci  
Title: Senior Council

DATE: January 14, 2011

DATE: January 14, 2011