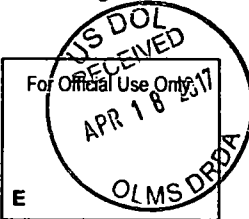


# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved  
Office of Management  
and Budget  
No. 1245-0003  
Expires 03-31-2019



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.

647124

1. File Number: C- 67603

## Person Filing

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

Name David W Pratt  
Title \_\_\_\_\_  
Organization \_\_\_\_\_  
P.O. Box, Bldg., Room No., if any \_\_\_\_\_  
Street 431 E. 84th Street  
City Newaygo  
State MI ZIP Code + 4 49337

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:

12/31 / 17

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 Sanjeev Deshpande  
Organization Metal-Matic, Inc.  
Trade Name, if any \_\_\_\_\_  
P.O. Box, Bldg., Room No., if any \_\_\_\_\_  
Street 629 Second Street S.E.  
City Minneapolis  
State MN ZIP Code + 4 55414

7. Date entered into:

2 / 21 / 2017

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

Name Sanjeev Deshpande  
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 [Signature]  
Title President

President  
(If other title, see  
instructions)

14. Signed \_\_\_\_\_  
Title Treasurer

Treasurer  
(If other title, see  
instructions)

On 4/10/17 (708) 205-6183  
Date Telephone Number

On \_\_\_\_\_  
Date 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.):

Agreement For Retirement And Consulting is attached.

**Specific Activities to be Performed**

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

a. Nature of activity:

To persuade employees to vote "no" in a representation election.

11.b. Period during which performed:

March, 2017

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Robert Fornierino

Organization Metal-Matic, Inc.

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

Street 7200 S. Narragansett Ave.

City Bedford Park

State IL ZIP Code + 4 60638

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:

Potential bargaining unit employees of the Bedford Park, IL, facility of Metal-Matic, Inc.

12.b. Identify subject labor organizations:

United Steel Workers of America

## **AGREEMENT FOR RETIREMENT AND CONSULTING**

THIS AGREEMENT is made effective this 16th day of June, 2016, by and between David Pratt, an Illinois resident ("Executive") and Metal-Matic, Inc., a Minnesota corporation (the "Company").

WHEREAS, Executive is now serving as an officer of the Company and has extensive knowledge and experience in the Company's manufacturing operations and related subjects; and

WHEREAS, Executive plans to retire from employment with the Company on August 5<sup>th</sup>, 2016 (the "Retirement Date"), and the Company wishes to provide for Executive's retirement and make arrangements to obtain advice and related services of Executive from time to time after retirement;

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings stated herein, the Company and Executive hereby agree as follows:

### **1. Employment and Retirement.**

- (a) Executive shall continue to serve in his current position until the Retirement Date and the Company shall continue Executive's compensation, health-care coverage, and other existing benefits and employment arrangements through the Retirement Date. The Company and Executive acknowledge and agree that Executive has accumulated paid time off which will be paid in a lump-sum in addition to his regular pay for the period August 1, 2016 through the Retirement Date. Executive hereby resigns as an officer and employee of the Company, effective at the close of business on the Retirement Date.
- (b) In recognition of Executive's exemplary service to the Company through the Retirement Date, the Company will (subject to such withholding as required by law):
  - (i) transfer to Executive, before the Retirement Date, title to the automobile now being used by Executive;
  - (ii) pay to Executive, before the end of 2016, compensation equal to (A) a prorated portion of the annual productivity bonus that Executive would have received had he remained employed by the Company in his current position throughout 2016 (prorated through the Retirement Date), plus (B) a prorated portion of the annual operating-committee bonus that Executive would have received had he remained employed by the Company in his current position throughout 2016 (prorated through the Retirement Date.)

### **2. Consulting Period.**

- (a) The Consulting Period shall begin on August 6, 2016, and shall end immediately upon the earliest of:
  - (i) August 5, 2018;
  - (ii) Receipt by the Company or Executive of written notice from the other stating that termination has occurred: or

*David Pratt*  
6/17/16

- (iii) Executive's death or incapacity (which shall be deemed to have occurred if, as a result of any physical or mental condition, Executive fails (or is unable) to perform services hereunder for any period of 30 consecutive days).
- (b) After the end of the consulting relationship, the sole obligation of the Company shall be its obligation to pay any amount due under Section 4.

3. Consulting Services.

During the Consulting Period, Executive will, at the Company's request from time to time, meet with, consult with and advise the Company concerning its manufacturing operations and related subjects within Consultant's area of knowledge and experience (including attending and advising at production meetings as reasonably scheduled by the Company from time to time (such attendance may be in the form of telephonic or other means not requiring physical presence), and reviewing on-line change orders and such related information as the Company may reasonably request).

4. Expense Reimbursement.

- (a) In consideration of Executive's commitment to provide services to the Company hereunder and for such services as are hereafter rendered, the Company will:
  - (i) reimburse Executive for reasonable expenses he may incur during the Consulting Period for his personal cell phone (provided Executive makes available the phone number, and undertakes to answer said phone); and for reasonable expenses he may incur for travel while acting in his consulting capacity.
  - (ii) Provide a gasoline credit card for Executives use.
  - (iii) Pay Executive's COBRA premium for health insurance until the earlier of July 31, 2017 or such date as this agreement is terminated.
  - (iv) \$1,000 per month retainer for consulting services for the period August 1, 2017 through July 31, 2018.
- (b) The Company may request that Executive submit invoices or other documentation to the Company for expenses. If the Company so requests, then Executive will submit the requested invoices or other documentation by such date as the Company may reasonably specify (and the Company's obligation to reimburse will be subject to its receipt of such invoices or other documentation by such date).

5. Status as Independent Contractor.

Executive and the Company hereby acknowledge and agree that, at all times after the Retirement Date, Executive's relationship with the Company will be solely and exclusively that of an independent contractor, that all services to be provided hereunder after the Retirement Date will be provided strictly on an independent-contractor basis, and that in no event will Consultant be (or be deemed to be) employed by the Company by reason of or with respect to this Agreement or any consulting services provided hereunder. Executive shall (a) have the right to control the manner and means of the performance of consulting services hereunder, (b) conduct himself as an independent contractor hereunder with respect to the Company and (c) comply with all applicable laws, rules and regulations, including those governing payment of federal and state income taxes and all other taxes of any nature imposed with respect to any consulting services hereunder or payments therefor.

desp  
6/17/16

6. Covenants.

- (a) Executive will not at any time disclose (and will not use for any purpose other than providing services to the Company in accordance with this Agreement) any non-public information from or about any the Company or any customer (including any information regarding any financial results, strategy, plan, prospect, product, service, agreement, employee, pricing, or billing), regardless of the form of such information.
- (b) Executive will not at any time use the name (or any logo or other mark) of the Company without prior written approval of the Company.
- (c) Executive will not, at any time before the fifth anniversary of the last day of the Consulting Period:
  - (i) own, operate, invest in, consult with, render services to, be employed by or act as agent for any person or business that manufactures steel tubing or otherwise competes with the Company; or
  - (ii) employ, attempt to employ, or solicit any individual who is now or later becomes a director, officer or employee of the Company, or otherwise interfere with or disrupt any employment or contractual relationship of the Company.

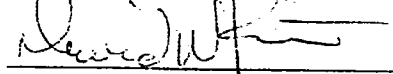
7. Successors and Assigns.

This Agreement is binding on Consultant and on the Company and the successors and assigns of each. The rights and obligations of the Company under this Agreement may be assigned to any successor who succeeds to substantially all operations of the Company. No rights or obligations of Consultant hereunder may be assigned to any other person or entity.

8. Other Matters:

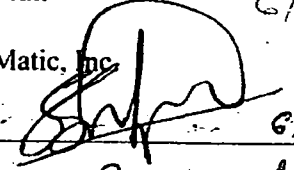
This Agreement contains the entire agreement between Executive and the Company regarding its subject matter. If any provision is found unenforceable, that will not affect the enforceability of any other provision. This Agreement will be binding on, and inure to the benefit of, the Parties and their respective heirs, representatives, executors, successors, and assigns. The laws of Minnesota will govern interpretation of this Agreement. Each use in this Agreement of "include" or "including" or any other version thereof shall be deemed to be followed by the words "without limitation." This Agreement can be modified only by a writing signed by each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

  
David Pratt

6/17/16

Metal-Matic, Inc.

By:  6/20/2016

Title: President