

# FORM LM-20

## AGREEMENT AND ACTIVITIES REPORT

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.

1. File Number:

C- 130633

340843

### Person Filing

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

Name Steven A Beyer

Title Partner

Organization The Crossroads Group

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

Street 63 Via Pico Plaza, Suite 505

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 / 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 Robert Stammerjohn

Organization Interstate Hotels & Resorts

Trade Name, if any Crossroads Hospitality

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

Street 8480 E. Coolidge Street

City Scottsdale

State Arizona

ZIP Code + 4 85251

7. Date entered into:

6 / 23 / 2007

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

Name Robert Stammerjohn

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 Other (Specify)

Partner

On 11/01/2007

Date

(949) 248-0884

Telephone Number

14. Signed

Treasurer  
(If other title, see  
instructions)

Title Other (Specify)

Partner

On 11/01/2007

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 an hourly rate of \$325.00 per hour, plus reasonable and customary expenses (see 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 reject union representation and vote NO in an RC election.

11.b. Period during which performed:

6/23/2007 - 7/21/2007

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Steven A Beyer

Organization The Crossroads Group

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

Street 63 Via Pico Plaza, Suite 505

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 housekeepers, maintenance workers, kitchen workers and front desk clerks employed by the employer at its Holiday Inn Express facility in Shelton, CT.

12.b. Identify subject labor organizations:

United Food and Commercial Workers, LU 919 (Farmington, CT)



**THE CROSSROADS GROUP**  
Labor Relations Consultants

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mper@tcgconsultants.com

Steven A. Beyer, Partner  
949.248.0884  
sbeyer@tcgconsultants.com

**Personal & Confidential**

June 23, 2007

Mr. Robert Stammerjohn  
Regional Director of Operations  
Interstate Hotels and Resorts/Crossroads Hospitality  
8480 E. Coolidge Street  
Scottsdale, AZ 85251

Re: Agreement for Professional Services

Dear Mr. Stammerjohn:

In accordance with our conversation and mutual agreements, this letter will confirm that Interstate Hotels and Resorts/Crossroads Hospitality, dba The Holiday Inn Express (the "Company") has retained The Crossroads Group Labor Relations Consultants ("Consultant") regarding general personnel and labor relations activities related to the N.L.R.B. election campaign at your facility in Shelton, Connecticut.

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 are billed at \$325.00 per hour. 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.

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. We will send you statements on a weekly basis and expect to be paid on a weekly basis.

Our firm always strives 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 immediately. Furthermore, we reserve the right to withdraw as your Consultant if you fail to pay our statements and other bills in a timely manner.

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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, administrative 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.

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 mail.

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

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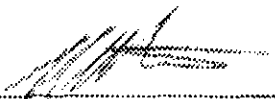
We appreciate the opportunity to serve you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.

Respectfully,

  
Steven A. Beyer  
Partner

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted.

Interstate Hotels and Resorts/Crossroads Hospitality

By: 

Title: Regional Director of Operations

Date: 7/6/07