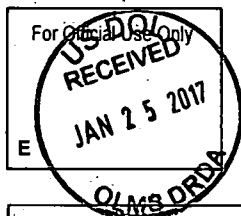


FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 11-30-2006



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)

631651

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00633

Person Filing	
2. Name and mailing address (include ZIP Code):	
Name Michael D Penn	3. Any other address where records necessary to verify this report are kept:
Title Partner	Name
Organization The Crossroads Group	Title
P.O. Box, Bldg., Room No., if any	Organization
Street 63 Via Pico Plaza, Suite 505	P.O. Box, Bldg., Room No., if any
City San Clemente	Street
State California ZIP Code + 4 92672	City
	State ZIP Code + 4
4. Date fiscal year ends: Dec / 31	5. Type of person: a. <input type="checkbox"/> Individual b. <input checked="" type="checkbox"/> Partnership c. <input type="checkbox"/> Corporation d. <input type="checkbox"/> Other (Specify):

Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code):	
Name Heidi Hayward	7. Date entered into: 10 / 26 / 2016
Organization Vitamin Cottage Natural Food Markets, Inc	8. Name of person(s) through whom made:
Trade Name, if any Natural Grocers	Name Heidi Hayward
P.O. Box, Bldg., Room No., if any	Name
Street 12612 W. Alameda Pkwy.	Name
City Lakewood	Name
State Colorado ZIP Code + 4 80228	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 on penalties in the instructions.)			
13. Signed <u>Michael Dana Penn</u>	President (If other title, see instructions)	14. Signed <u>[Signature]</u>	Treasurer (If other title, see instructions)
Title <u>Other (Specify)</u> Partner		Title <u>Other (Specify)</u> Partner	
On <u>12/30/2016</u>	<u>818-999-5632</u>	On <u>1/3/2017</u>	<u>949-248-0884</u>
Date	Telephone Number	Date	Telephone Number

159

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 the hourly rate of \$350.00 plus reasonable and customary expenses

Specific Activities to be Performed

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

a. Nature of activity:

To assist the Employer in their communication efforts to advise employees of their Section 7 rights and furnish them with information regarding third-party representation

11.b. Period during which performed:

10/28 - 11/17/16; 12/11 - 12/16/16

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Miko A Penn

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 regular full-time and part-time employees employed by the Employer at its Spokane, Washington facility; excluding all guards and supervisors as defined by the Act.

12.b. Identify subject labor organizations:

UFCW Local 1439



THE CROSSROADS GROUP
Labor Relations Consultants

Michael D. Penn, Partner
818.999.5632
mpenn@tcgconsultants.com

Steven A. Bever, Partner
949.248.0844
sbeyer@tcgconsultants.com

Personal & Confidential

October 26, 2016

Ms. Heidi Hayward, Vice President of Human Resources
Vitamin Cottage Natural Food Markets, Inc.
12612 W. Alameda Pkwy.
Lakewood, CO 80228

Re: Agreement for Professional Services

Ms. Hayward,

In accordance with our conversation and mutual agreements, this letter will confirm that Vitamin Cottage Natural Food Markets, Inc. ("Client") has retained The Crossroads Group Labor Relations Consultants ("Consultant") regarding general personnel and labor relations activities for the National Labor Relations Board supervised election at its Spokane, Washington location commencing on or about October 28, 2016. This agreement may be terminated at any time by either the Client or Consultant and may be extended by mutual agreement between the parties.

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. Our services will be billed at the special discounted rate of \$350.00 per hour. Clients are billed at the hourly rate for all time expended on their behalf, plus one-half travel time and reasonable and customary out-of-pocket expenses. Consultants will obtain Client's consent prior to incurring any single expense in excess of \$500.

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. All fees and expenses not previously paid are due and payable in full within thirty (30) days of Client's receipt of each statement. Client understands that if payment is not made in full within thirty (30) days of the statement date, Client's account shall be considered past due and an interest charge may be added to the outstanding balance in an amount equal to one and one-half percent (1.5%) per month.

Consultant is retained to provide independent and objective professional judgment and recommendations; accordingly, a difference of opinion on a question of professional judgment shall not excuse the Client from fees and costs incurred in the collection of any outstanding accounts receivable.



Vitamin Cottage Natural Food Markets, Inc.

October 26, 2016

Page 2

If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. In the event that Consultant does so participate in any manner, the Client shall pay to Consultant all professional fees and other fees of Consultant in effect as well as the cost and expenses, including attorneys' fees, incurred in anticipation and resulting from such proceedings. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed.

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 and administrative fees 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 recommendations 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 project, logistics, etc.

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 electronic mail.



Vitamin Cottage Natural Food Markets, Inc.
October 26, 2016
Page 3

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

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

Respectfully,

Michael Dana Penn
Partner

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 26th day of October, 2016

Vitamin Cottage Natural Food Markets, Inc.

By: _____ Title: _____
Date: _____