U.S. Department of Labor Office of Labor-Management Standards

FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 09-30-2011

Washington DC 20210

For Missing Use Only Management of the County Mana

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- 00525 Person Filing 2. Name and mailing address (include ZIP Code): 3. Any other address where records necessary to verify this report are kept: Name Name Title Title Organization Organization LRI Consulting Services Inc P.O. Box, Bldg., Room No., if any P.O. Box, Bldg., Room No., if any Street Street 7850 South Elm Place, Suite E City City Broken Arrow ZIP Code + 4 ZIP Code + 4 74011 State State Oklahoma 4. Date fiscal year ends: 5. Type of person: c. Corporation d. Other (Specify) Partnership Dec 31 Individual b. Nature of Agreement or Arrangement 6. Full name and address of employer with whom made (include ZIP Code): 7. Date entered into: / 18 / 2011 Name 8. Name of person(s) through whom made: Organization Bob's Discount Furniture Name Bob Dawley Trade Name, if any Name P.O. Box, Bldg., Room No., if any Name Street 428 Tolland Turnpike City Manchester Name 7IP Code + 4 State Connecticut 06040 Name Signatures Each of the undersigned declares, under penalty of periury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accomplexity declares) has been examined by the signatory and is, to the less of the undersigned's knowledge and belief true, correct, and complete. (See Segtion VII) on peralties in the instructions.) nowledge and belief. President 14. Signed Treasurer (If other title, see (If other title, see instructions) instructions) President Treasurer Title Title 11/16/2011 918-455-9995 11/16/2011 918-455-9995

Date

Date

Telephone Number

Telephone Number

Filer: LRI Consulting Services Inc	File Number C- 00525
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.	
correctivery.	
11.b. Period during which performed:	11.c. Extent performed: Fully Performed
various days beginning 10/19/11	Additional Name and address through whom performed, if any:
11.d. Name and address through whom performed: Name Ron Pfeifer	Name
Organization	Organization Frank Barbera & Associates
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any
Street 1545 Arapahoe Trail	Street 3308 Ariba Street
City Green Bay	City Las Vegas
State Wisconsin ZIP Code + 4 54313	State Nevada ZIP Code + 4 89129
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:
Sales Associates	Food & Commercial Workers

File Number C- 00525

Additional Names (Item 11.d)

Scott Michel 819 Herman Road Horsham, PA 19044

M. Rosado Management Consultants, LLC 96 Linwood Plaza, Suite 103 Fort Lee, NJ 07024



Proposal

October 18, 2011

Bob Dawley VP of Human Resources Bob's Discount Furniture 428 Tolland Tpke Manchester, CT O6040

(860) 474-1316 bob.dawley@mybobs.com

RE: Campaign Consulting & Inoculation Training

Situation Assessment

You have asked for 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 as opposed to an outside third party like the union. You want to make sure that your consulting is persuasive, legally sound and provides the best opportunity to build trust with your employees.

You also want to provide a subject matter expert to educate and prepare your employees for union organizing activity. You want employees to understand that union cards are legal documents, that they need to protect their personal information and some of the common misunderstandings employees have about unions.

Proposed Intervention(s)

• Campaign Consulting: For this option we will provide expert campaign consulting with two on-site facilitators to communicate your message directly to employees in employee meetings and one-on-one at your 4 petitioned New York locations. Our consultants will work with managers and supervisors at your locations to increase your own internal capacity for handling employee relations issues after the campaign is over. This option does not include representation before the NLRB, which would require an additional engagement if desired by the client.

Inoculation Meetings: For this option we will provide a additional Senior LRI consultants to conduct union "inoculation" meetings with your employees. These two on-site facilatators will assess union vulnerability and communicate your message directly to employees.

Objectives

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.
- Maintaining a direct-relationship at your facility (unionized facilities are less productive and profitable than direct relationship ones – the estimated "dead weight cost" of unionization around 25% more than the cost of operating non-union).

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Labor Relations Institute, Inc.

7850 S. Elm Place · Suite E Broken Arrow, OK 74011

Value to Organization

- You avoid a steep—and slippery—learning curve and are free to do the most important trust-building work. You can talk to employees without engaging in "mud-slinging" you are free to spend your time on a positive message about the company.
- 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 the Partially Guaranteed Option is a project price of \$305000 (plus expenses) which assumes approximately 100 days of consulting (4 consultants w/ 25 days each). Should additional days of consulting be requested by the client it is understood those additional days will be billed at our customary rate of \$3,000 per day and added to the project price. This fee includes a nonrefundable \$5,000 communication tools fee for videos, data and other support materials along with a \$150,000 nonrefundable fee for inoculation training. \$150,00 guarantees an election win at four selected locations. Each election represents 25% of the \$150,000 partial guarantee. This agreement covers consulting to and including the initial election dates of each of the elections directed or stipulated to by the company and the union. For purposes of this agreement, an 'election win' is defined as a withdrawal of the petition or a win at the ballot box, and an election loss is defined as a certification by the NLRB that the union was selected as representative of your employees. Should the election date be extended for any reason whatsoever, the parties agree to enter into another agreement for additional consulting or to pay for additional consulting days at our customary rate of \$3,000 per consultant per day. Should the client fail to schedule additional consulting days on a mutually agreeable schedule the parties understand and agree that the initial retainer fee shall become nonrefundable and due to LRI. Travel expenses and any additional consulting days beyond the election date in this agreement will be billed separately and are not subject to the guarantee.

Payment Terms

For the Partially Guaranteed Option we require a \$230,000 retainer due upon acceptance of the proposal. We will apply that retainer to the project price. Based on the vote count and in the event of a "win," you agree to pay the remaining balance due of the project price within 7 days of the NLRB election. Should your company lose any of the 4 NLRB elections, you will pay \$18,750 less for each loss from the remaining balance. Any expenses incurred by consultant will be billed to you and are due upon receipt and you agree to settle those statements within 7 days and to provide a credit card for us to settle outstanding invoices not paid by that time. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

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It is further understood that all materials 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. Criminal copyright infringement is investigated by the FBI and may constitute a felony penalty of up to five years in prison and/or a \$250,000 fine.

You further acknowledge that no representation by LRI 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. 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 criminal penalties. Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.

Acceptance:

We accept the proposal above and the intevention(s) selected:

Campaign Consulting

_ Inoculation Training

For LRI Consulting Services, Inc.

For Bob's Discount Furniture

Bob Dawley, VP of Human Resources

Date: 10/19/2011

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