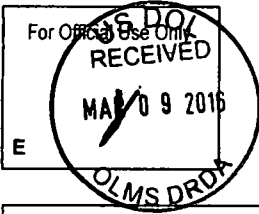


# FORM LM-20

## AGREEMENT AND ACTIVITIES REPORT

Form approved  
Office of Management  
and Budget  
No. 1215-0188  
Expires 11-30-2009



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)

619630

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00527

### Person Filing

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

Name JOHN M HERMANN

Title PRESIDENT & CEO

Organization LABOR RELATIONS SERVICES, INC.

P.O. Box, Bldg., Room No., if any SUITE 190

Street 24 CORPORATE PLAZA

City NEWPORT BEACH

State California

ZIP Code + 4 92660

#### 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 TIM DONLEVY

Organization DONLEVY LABORATORIES

Trade Name, if any

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

Street 11165 DELAWARE PARKWAY

City CROWN POINT

State Indiana

ZIP Code + 4 46307

#### 7. Date entered into:

4 / 1 / 2016

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

Name TIM DONLEVY

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 4/27/2016 949-719-1962

Date

Telephone Number

On 4/27/2016 949-719-1962

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.):

All services described in Section 11a. below shall be performed on a daily fee basis. Expenses in connection with the performance of such services as travel, accommodations, copies, telephone long distance, etc., will be reimbursed to Labor Relations Services, Inc. at actual cost.

**Specific Activities to be Performed**

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

a. Nature of activity:

Labor Relations Services, Inc. has been retained to assist the employer named above in communication with its employees with regard to the manner in which they exercise their rights to organize and bargain collectively. We will assist in conducting meetings with employees and in communications in writing during this period.

11.b. Period during which performed:

APRIL 3, 2016

11.c. Extent performed:

APRIL 23, 2016

11.d. Name and address through whom performed:

Name GERALD O'BRIAN  
Organization LABOR RELATIONS SERVICES, INC.  
P.O. Box, Bldg., Room No., if any SUITE 190  
Street 24 CORPORATE PLAZA  
City NEWPORT BEACH  
State California ZIP Code + 4 92660

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 PART-TIME AND FULL-TIME EMPLOYEES AS AGREED  
TO BETWEEN THE PARTIES.

12.b. Identify subject labor organizations:

UFCW #801



**LABOR RELATIONS  
SERVICES, INC.**

24 Corporate Plaza, Suite 190  
Newport Beach, CA 92660

Tel. (949) 719-1962  
Fax (949) 718-9585  
[www.LRSI.com](http://www.LRSI.com)

**Personal & Confidential**

April 1, 2016

Mr. Tim DonLevy  
President, Laboratory Director  
DonLevy Laboratories  
11165 Delaware Parkway  
Crown Point, IN 46307

**RE: AGREEMENT FOR PROFESSIONAL SERVICES**

Dear Mr. DonLevy:

In accordance with our conversation and mutual agreements, this letter will confirm that DonLevy Laboratories (the "Company") has retained Labor Relations Services, Inc. (LRSI) regarding general personnel and labor relations activities.

Senior Consultants are billed at a daily rate of \$3,000.00 per day. Clients are billed for all time expended on their behalf, plus reasonable and customary out-of-pocket business related expenses and travel time. A \$50.00 USD Per Diem will be charged per day for food, per Senior Consultant, while they are assigned and actively working on the project.

We will send you statements on a weekly basis and expect to be paid on a weekly basis. Upon signing this document, we expect that you will return to our offices a "good faith" retainer in the amount of \$2,500.00. The Company reserves the right to terminate our services at any time in its sole discretion upon payment in full of all billed fees and charges. LRSI acknowledges and agrees that we are an independent corporation and that nothing in this letter creates an employment relationship between the Company and LRSI.

Our firm has always operated on the basis that we will deliver the best possible services in a timely fashion and at a reasonable price. In return, we request that upon receipt of our statements, you review the statement at the time to determine if you have any questions or comments regarding them. If so, please call me directly.

All LRSI invoices will be submitted by e-mail and will be paid by overnight check (e.g., FEDEX) or, at the Company's option, wire transfer within seven (7) days from the date of receipt.

A.B.A. Routing #:	0260-0959-3
Account #:	11151-60073
Title of Account:	Labor Relations Services, Inc.
Bank:	Bank of America The Private Bank
Address:	500 Newport Center Drive Suite 333 Newport Beach, CA 92660
Telephone:	800-234-3635

Any controversy or claim arising out of or relating to this Agreement, its validity, interpretation, or the breach thereof, the parties shall first attempt to resolve by good faith negotiations for no less than thirty (30) days after the controversy or claim arises. If the parties are unable to reach a mutually satisfactory resolution, the controversy or claim 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 of its cost 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 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 negotiations, etc.

DonLevy Laboratories  
April 1, 2016  
Page 3 of 3

Please note that LRSI is not a law firm and therefore, any input received from our Senior Consultants should not be considered to be "legal advice."

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 fax at (949) 718-9585 or email to [johnhermann@LRSI.com](mailto:johnhermann@LRSI.com).

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

We very much appreciate the opportunity to work for you. You may be assured that you will receive our best professional efforts.

Respectfully,

John M. Hermann  
Chief Executive Officer

cc: Rian Wathen  
Joseph Jaskowiak

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 1st day of April, 2016.

DonLevy Laboratories

By: Jim Danzberg

Its: President