

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

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



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.

468976

1. File Number: C- 00525

Person Filing

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

Name

Title

Organization LRI Consulting Services Inc

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

Street 7850 South Elm Place, Suite E

City Broken Arrow

State Oklahoma

ZIP Code + 4 74011

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

Organization DSC Logistics

Trade Name, if any

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

Street 1750 South Wolf Road

City Des Plaines

State Illinois

ZIP Code + 4 60018

7. Date entered into:

9 / 14 / 2011

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

Name Verlyn Suderman

Name

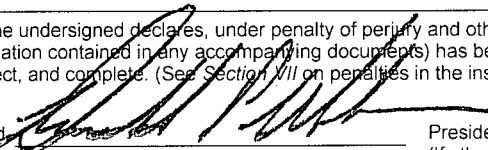
Name

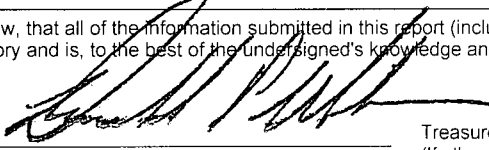
Name

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 
Title President
President
(If other title, see instructions)

14. Signed 
Title Treasurer
Treasurer
(If other title, see instructions)

On 10/12/2011 918-455-9995
Date Telephone Number

On 10/12/2011 918-455-9995
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.):

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.

11.b. Period during which performed:

various days beginning 9/20/11

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name

Organization Scott Michel

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

Street 819 Herman Road

City Horsham

State Pennsylvania

ZIP Code + 4 19044

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:

various employees

12.b. Identify subject labor organizations:

pre-petition



PROPOSAL

TO: Verlyn Suderman
General Counsel
DSC Logistics
1750 South Wolf Road
Des Moines, IA 60018

September 14, 2011

(847) 635-4360/Office
(847) 209-0797/Cell
VerlynSuderman@dsc-logistics.com

SITUATION ASSESSMENT:

You have asked for a proposal to provide consulting services to help you prevent a union petition from being filed at a location experiencing card-signing activity. You have a few short weeks to educate your employees 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.

PROPOSED INTERVENTION:

- Consulting: For this option we will provide expert consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues. Based on your joint assessment of the need, we will assign appropriate consulting resources for a pre-approved schedule of meetings. This option does not include representation before the NLRB, which would require an additional engagement if desired by the client.

OBJECTIVES:

Our objectives for this project include:

- Prevent an NLRB petition from being filed;
- If a petition cannot be prevented, win an 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;
- Maintain a direct-relationship at your facility (a unionized facility is normally less productive and profitable than a direct relationship one - most estimates place the "dead weight cost" of unionization around 25% more than the cost of operating non-union).

VALUE TO THE ORGANIZATION:

The value to your company includes:

- You receive a program that is persuasive and proven, with **thousands of election wins**;
- You avoid a steep-and slippery-learning curve and are free to do the most important trust-building work. You can persuade your employees with an educational message and without engaging in "mud-slinging" - you will be able to communicate a positive message about the company.

METHODOLOGY AND OPTIONS:

OPTION 1: We will provide expert consulting for 5 days of consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

OPTION 2: We will provide expert consulting for 8 days of consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant

Client Initials



will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

TERMS AND CONDITIONS:

The fee for **Options 1 and 2** is: \$3,000 per consultant per day (plus travel expenses). This fee is due upon the delivery of the consulting services and is non refundable.

Payment Terms: We require a \$15,000 retainer for consulting services that is due upon acceptance of this proposal. The consultant's time will be billed at \$3000 per day and credited to the retainer. You will receive regular statements outlining the number of hours expended on your behalf and agree to settle all statements within 7 days. You agree to provide a credit card and authorize us to settle any outstanding invoices that are open after 14 days using that card. You also agree to coordinate, arrange and pre-pay consultants' airfare, hotel accommodations and, if deemed necessary, a rental car. Any additional expenses incurred by consultant(s) will be billed to you. 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.

Expenses will be billed as actually incurred and are due on presentation of the invoice. We accept EFT, Visa, MasterCard and American Express for your convenience. Reasonable business expenses include, but are not limited to, transportation (air, rental car, taxi, etc.), lodging, food, and costs for campaign communication materials.

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

Option 1 _____
Option 2 _____

For LRI Consulting Services, Inc.

For DSC Logistics

Client Initials



LRI Consulting Services

phone 800-888-9115
fax 918-455-9998

www.LRIonline.com

Phillip B. Wilson
President – General Counsel

Verlyn Suderman
General Counsel

DATE: September 14, 2011

DATE: September 14, 2011

Client Initials