U.S. Department of Labor Office of Labor-Management Standards Washington, DC 20210

# FORM LM-20 **AGREEMENT AND ACTIVITIES REPORT**

Form approved Office of Management and Budget No. 1245-0003 Expires 10-31-2013



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil

RECEIVED   and Organizat	provided by 29 U.S.C. 439 or 440. Required of p	persons, including Labor Relations Consultants and agement Reporting and Disclosure Act of 1959, as at	Other Individuals	
E OCT 1 9 2018  READ THE INSTRUCTIONS CAREFULL		LLY BEFORE PREPARING THIS REPORT.	J 684730	
We DROP		· · · · · · · · · · · · · · · · · · ·	<b></b>	
1. File Number: C- 00525				
Person Filing  2. Name and mailing address (include Z	/ID Code):	3 Any other address where records neces	vanita varificthia rapart ara kontr	
Name Phillip B Wilson		Any other address where records necessary to verify this report are kept:  Name		
-	WIISON			
Title		Title		
Organization LRI Consulting Services, Inc.		Organization		
P.O. Box, Bldg., Room No., if any		P.O. Box, Bldg., Room No., if any		
Street 7850 South Elm Place, Suite E		Street		
City Broken Arrow		City		
State Oklahoma	<b>ZIP Code + 4</b> 74011	State	ZIP Code + 4	
4. Date fiscal year ends:	5. Type of person:			
Dec / 31	a. Individual b. Partnership	c. Corporation d. Other (Specify):		
Nature of Agreement or Arrangemen	······································		<u> </u>	
Full name and address of employer with whom made (include ZIP Code):		7. Date entered into: 8 / 22 / 2018		
Name		8. Name of person(s) through whom made:		
Organization Sunbelt Rentals Inc		Name Julie Burton		
Trade Name, if any				
P.O. Box, Bldg., Room No., if any		Name		
Street 1646 Hwy 160 W, Ste 8162		Name		
City Fort Mill		Name		
State sc	<b>ZIP Code + 4</b> 29708	Name		
	Signa	itures		
Each of the undersigned declares, under the informa true, correc	er penalty of perjury and other applicable ents) has been examined ies in the instructions.)	penalties of law, that all of the information sub by the signatory and is, to the best of the und	omitted in this report (including lersigned's knowledge and belief,	
13. Signed Small M	President (If other title, see instructions)	14. Signed / ///	Treasurer (If other title, see	
Title CEO		Title President	instructions)	
<b>On</b> 10/9/2018	918-455 <b>-</b> 9995	<b>On</b> 10/9/2018 91	.8–455–9995	
Date	Telephone Number		ephone Number	

Filer: LRI Consulting Services, Inc.	File Number C- 00525			
9. Check the appropriate box to indicate whether an object of the activities unde	rtaken, is directly or indirectly:			
a. To persuade employees to exercise or not to exercise, or persuade er collectively through representatives of their own choosing.	nployees as to the manner of exercising, the right to organize and bargain			
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.				
anguiged to communicate to employees regarding exercising	their rights to organize and bargain correctivery.			
11.b. Period during which performed:  various days beginning 9/13/18	11.c. Extent performed:			
11.d. Name and address through whom performed:	Fully Performed  Additional Name and address through whom performed, if any:			
Name Patrick O'Mara	Name			
Organization OMara & Associates LLC	Organization			
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any			
Street PO Box 2624	Street			
City Novato	City			
<b>State</b> CA <b>ZIP Code + 4</b> 94948	State ZIP Code + 4			
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:			
various employees	pre-petition			
·				



#### **Proposal**

August 21, 2018

Julie Burton Territory Director of Human Resources Sunbelt Rentals, Inc 1646 Highway 160 West, Suite 8162 Fort Mill, SC 29708

803-578-5238 julie.burton@sunbeltrentals.com

**RE: ACT Training** 

#### **Situation Assessment**

You have requested a proposal 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)

ACT Training: For this option we will provide a senior LRI consultant to communicate your message directly to employees, to answer their questions accurately and assess your vulnerability during small group meetings.

#### **Objectives**

- Train employees on the facts about union cards, common tactics used to get employees to sign cards and the facts to consider before signing a union card.
- Provide a credible subject matter expert who immediately increases your capacity to legally and persuasively respond to potential union organizing activity.
- Assess the organizing union's progress and your vulnerability to determine the level of risk to your direct relationship with employees.
- Prevent NLRB petitions.

## Value to Organization

- You substantially reduce your company's vulnerability to union organizing and become a "hard target" by making it difficult for an organizer to get cards signed using typical tactics.
- You will better understand your level of risk and make better decisions about responding to union organizing.
- You will better understand your employees' issues and your opportunities to improve employee relations and retain the direct relationship privilege.

#### **Terms and Conditions**

The fee for consulting services is \$3,000 per day per consultant (plus travel expenses).

#### **Payment Terms**

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 14 days. You agree and acknowledge that failure to pay fees or

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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.

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.

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 to criminal penalties. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. 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 intervention selected:

For LRI Consulting Services, Inc.

**BACT Training** 

Phillip B. Wilson, President/General Counsel

Date: August 21, 2018

For Sunbelt Rentals, Inc

ulie Burton

Julie Burton, Territory Director of Human Resources

Date: 8/22/18

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