

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 07-31-2019



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.

681421

1. File Number:

C-

681421 68211

Person Filing

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

Name Kenneth L Morrison
Title Sole Member
Organization Morrison HR Strategies, LLC
P.O. Box, Bldg., Room No., if any _____
Street 932 Echo Drive
City Burlington
State Wisconsin ZIP Code + 4 53105-1313

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): LLC

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name Tasha Swanson
Organization Kerry Inc
Trade Name, if any _____
P.O. Box, Bldg., Room No., if any _____
Street 3400 Millington Road
City Beloit
State Wisconsin ZIP Code + 4 53511-9554

7. Date entered into:

7 / 20 / 18

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

Name Tasha Swanson
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 Kenneth L. Morrison

President
(If other title, see
instructions)

Title Other (Specify) Sole Member

On 8/8/18

Date

262-492-1619

Telephone Number

14. Signed _____

Treasurer
(If other title, see
instructions)

Title Other (Specify)

On _____

Date

Telephone Number

Filer:

File Number C-

68 68211

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.):

To provide professional consulting services at Elk Grove Village, IL plant as described in number 11 below. Master consulting agreement with Kerry attached. No written addendum for Elk Grove Village, but compensation structure same as outlined in addendum that is also attached.

Specific Activities to be Performed

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

a. Nature of activity:

To answer questions of management and provide them with assistance during the union campaign. To answer employee questions and provide them with information regarding the union organizing process.

11.b. Period during which performed:

July 23, 2018 - Ongoing

11.c. Extent performed:

Ongoing

11.d. Name and address through whom performed:

Name

Organization

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

Street

City

State ZIP Code + 4

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:

Production, maintenance and quality employees

12.b. Identify subject labor organizations:

Chemical and Production Workers Union, Local 30

#10
Morrison HR Strategies LLC
Fiscal Year Ends 12/31
Attachment 1 of 5

CONSULTANT AGREEMENT

This AGREEMENT is made and entered into as of June 11, 2018, (hereinafter "Effective Date") by and between Kerry Inc., having its principal offices at 3400 Millington Road, Beloit, Wisconsin 53511 (hereinafter "Kerry"), and Morrison HR Strategies, LLC, having a place of business at 932 Echo Drive, Burlington, WI 53015 (hereinafter "Consultant").

RECITALS

- A. Kerry desires to contract with Consultant for services in the field of HR Support; and
- B. Consultant is willing and qualified to perform such services.

NOW, THEREFORE, in consideration of the forgoing Recitals and the mutual covenants and agreements hereinafter set forth, Kerry and Consultant, intending to be legally bound, hereby covenant and agree as follows.

1. Services. Consultant agrees to perform such services as may be requested in writing by Kerry. Work assignments shall be stated on a Kerry purchase order or one or more Statements of Work, which when provided by Kerry and accepted by Consultant shall be deemed incorporated herein and a part of this Agreement. Kerry shall have sole discretion to determine the type and period over which such services shall be provided. Consultant will not perform services the cost of which would exceed the amount authorized by Kerry. Kerry shall have sole discretion to establish the minimum qualifications for Consultant.

2. Compensation. Kerry will compensate Consultant for the performance of services by Consultant pursuant to the terms specified in the Kerry purchase orders or Statements of Work. Consultant will not be compensated for work hours above the amount of hours or dollar amounts specified in the purchase orders or Statements of Work unless authorized in advance by Kerry. Kerry shall only be obligated to pay for work actually performed and reasonably determined by Kerry to be satisfactory. Payment shall be made within thirty (30) days after receipt of invoices from Consultant. Unless otherwise specified in Kerry's purchase orders or Statements of Work, Kerry will reimburse Consultant for reasonable expenses incurred by Consultant for travel, meals and accommodations, and long distance telephone calls arising in connection with the performance of the services for Kerry. The travel time incurred by Consultant in connection with the performance of services shall not be considered chargeable as time devoted to the performance of services hereunder. Consultant will submit such justification and documentation for incurred expenses as may be reasonably required by Kerry. Consultant agrees not to incur any unusual or extraordinary expenses without specific written approval of Kerry.

3. Inventions and Copyrightable Works. Consultant further agrees that Consultant will promptly communicate and disclose to Kerry or to Kerry's nominees, all computer programs, documentation, software, and other copyrightable works (hereinafter called "copyrightable works"), and all discoveries, improvements and inventions (hereinafter called "inventions") conceived, reduced to practice or made by Consultant, whether solely or jointly with others, during the term of

this Agreement (a) along the lines of Kerry's products or applicable to or useful therewith, (b) relating to Kerry's manufacturing or other processes or procedures, (c) relating to the nature of Kerry's business at the time of the invention, or (d) resulting from or related to any work Consultant may do on behalf of Kerry or at its request under this Agreement. All such inventions and copyrightable works that Consultant is obligated to disclose shall be and remain entirely the property of Kerry or its nominees, successors or assigns. It is further agreed that this is a work-for-hire agreement and that all such copyrightable works are works made for hire and shall be the exclusive property of Kerry. To the extent that any copyrightable works created under this Agreement are not works made for hire, Consultant agrees to assign and hereby assigns to Kerry any rights it may have in such copyrightable works.

Upon request of Kerry during and following the term of this Agreement, Consultant will assist Kerry and its nominees, successors or assigns, in obtaining and maintaining for Kerry's own benefit, patents and/or copyright registrations for any such inventions and/or copyrightable works in any and all countries. Such assistance shall include, but not be limited to, the execution and delivery of specific assignments of any such invention and/or copyrightable works and all domestic and foreign patent rights and copyrights therein, and all other papers and documents which relate to the securing and maintenance of such rights, and the performance of all such other lawful acts, as may be deemed necessary or advisable by Kerry or its nominees, successors or assigns.

4. Consultant Representation. Consultant represents and warrants that Consultant has the right to perform the services required hereunder without violation of obligations to others, that Consultant has the right to disclose to Kerry any and all information transmitted to Kerry in the performance of services under this Agreement, and that any information submitted to Kerry, whether or not patentable or copyrightable, may be utilized fully and freely by Kerry.

5. Effective Date and Termination. This Agreement shall become effective as of the Effective Date first above written. This Agreement may be terminated pursuant to any of the following:

- (a) Immediately upon death or incapacity of Consultant;
- (b) By either party, with or without cause at any time, upon five (5) days prior written notice; or
- (c) By Kerry, at any time, upon ten (10) days' prior written notice, if Consultant assigns this Agreement, or any obligation or right under this Agreement, without Kerry's prior written consent; or if Consultant ceases to function as a going concern, or to conduct its operations in the normal course of business.

The obligations of Consultant under Sections 3 and 4 above shall survive any expiration or termination of this Agreement.

6. No Agency; Independent Contractor. Consultant is not and shall not be an agent of Kerry. The status of Consultant shall be that of an independent contractor and not of an agent or employee of Kerry and, as such, Consultant shall not have the right or power to enter into any

contracts or commitments on behalf of Kerry. Consultant shall be responsible for any and all taxes due on or to be withheld from monies payable under this Agreement.

7. Loss or Damage. Consultant shall be responsible for and shall reimburse Kerry for any and all loss or damage to Kerry's property, property of third parties or personal injury caused by the acts or omissions of Consultant. Consultant waives any rights to recover from Kerry for any injuries that Consultant may sustain while performing services hereunder and which are a result of Consultant's own acts or negligence.

8. Assignment. Consultant has been carefully selected by Kerry due to Consultant's experience in the field described in Recital A to this Agreement. The rights and obligations of Consultant hereunder are personal to Consultant and may not be assigned or transferred to any other person, firm or corporation without the prior express written consent of Kerry.

9. Damages in the Event of Breach. Consultant acknowledges and agrees that it will not contest the principle that the unauthorized disclosure or other violation, or threatened violation, of this Agreement by Consultant will cause irreparable damage to Kerry. Consultant further agrees that in addition to such other remedies as may be available to Kerry, Kerry will be entitled to seek an injunction prohibiting Consultant from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security. Consultant hereby indemnifies and holds Kerry harmless from and against all damages, losses and costs (including reasonable attorneys' fees) resulting from any such actual, attempted or threatened disclosure or violation.

10. Entire Agreement. This Agreement, the Mutual Confidentiality Agreement dated June 4, 2018, and any Kerry purchase orders or Statements of Work provided hereunder by Kerry, shall constitute the entire Agreement between the parties with regard to the subject matter hereof, and any prior understanding or representation of any kind antedating this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

11. Notices. Any notice, demand, direction or communication to be made or given under this Agreement shall be in writing and may be given by personal delivery, by email or by courier delivery addressed to the respective parties as follows:

if addressed to Consultant:
Morrison HR Strategies, LLC
932 Echo Drive
Burlington, WI 53015
Attn: Kenneth Morrison
Email: morrison.hr.llc@gmail.com

#10
Morrison HR Strategies LLC
Fiscal Year Ends 12/31
Attachment 4 of 5

if addressed to Kerry:

Kerry Inc.
3400 Millington Road
Beloit WI 53511
Email: legalsfdc@kerry.com
ATTN: Legal Services Department

Notices may also be given by such other means as is acceptable and agreed to by the parties to this Agreement.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the substantive and procedural law of the State of Wisconsin. In addition, Consultant agrees to comply with all applicable Federal, State and local laws, rules and regulations. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, but the remainder of this Agreement will otherwise remain in full force and effect.

This Agreement is executed by the parties as indicated below and made effective as of the Effective Date first written above.

MORRISON HR STRATEGIES, LLC

KERRY INC.

BY: Kenneth L. Morrison

BY: _____

Kenneth Morrison

TITLE: Owner Sole Member

TITLE: _____

DATE: 6/6/18

DATE: _____

#10
Morrison HR Strategies LLC
Fiscal Year Ends 12/31
Attachment 5 of 5

Exhibit A

Statement of Work

1. **Representatives:**

Kerry point of contact is Tasha Swanson.

Consultant point of contact is Kenneth Morrison.

2. **Scope of Services to be performed:**

Consultant to provide interim HR coaching for Jackson, Wisconsin, facility and Project Titanium, including but not limited to staffing and management changes. Assignment includes weekly review calls.

3. **Compensation:**

Consultant will be compensated at the rate of Two Hundred Thirty-Five and no/100 Dollars (\$235.00) per hour. It is anticipated that Consultant will provide services 24 hours per week. Consultant may not provide more than 40 hours per week without prior written approval. Said compensation to be payable to Consultant on a monthly basis.

INITIALS:

Morrison HR Strategies, LLC

KS

Consultant

6/6/18

Kerry