

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

For Official Use Only



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.

457637

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 Griffin Industries Inc

Trade Name, if any

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

Street 421 Alexandria Pike

City Cold Spring

State Kentucky

☒ ZIP Code + 4 41076

7. Date entered into:

2 / 17 / 2011

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

Name Christopher Griffin

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 3/28/11 918-455-9995
Date Telephone Number

On 3/28/11 918-455-9995
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 2/22/11

11.c. Extent performed:

Fully performed

11.d. Name and address through whom performed:

Name Simon

Jara

Organization

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

Street 10380 Rochelle Avenue

City Santee

State California ☒ ZIP Code + 4 92071

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:

Merchandisers

12.b. Identify subject labor organizations:

Teamsters

AGREEMENT FOR CONSULTING SERVICES

TO: Christopher Griffin
Griffin Industries Inc
4221 Alexandria Pike
Cold Spring, KY 41076

DATE: February 17, 2011

PROPOSED INTERVENTION:

LRI Consulting Services, Inc. will provide consulting services to assist Griffin Industries in communicating factual and legally accurate information to eligible voters in NLRB-conducted election to enable voters to make fully informed choices in voting.

TIMING:

The project will begin on or about 2/22/2011.

TERMS AND CONDITIONS:

Fees: The fee for this project is \$30,000 plus travel expenses. This price comes with a 100% guaranteed election win. For purposes of this paragraph, 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. Travel expenses will be billed separately and are not subject to the guarantee.

Payment Terms: A \$15,000 retainer is required upon acceptance of this 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 balance of the project price within 7 days of the NLRB election. Should your company lose the NLRB election, LRI will refund the initial \$15,000 paid within 7 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of the consultant(s) and a penalty of 2% per month until all outstanding invoices are paid in full.

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

You further acknowledge that no representation by LRICS 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. Your deposit, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein.

ACCEPTANCE:

We accept the Agreement and terms described above:

For LRI Consulting Services, Inc.

For Griffin Industries, Inc



Phillip B. Wilson
President – General Counsel

Name: Christopher Griffin
Title: Director of Legal Affairs

DATE: February 17, 2011

DATE: