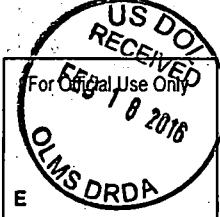


# FORM LM-20

## AGREEMENT AND ACTIVITIES REPORT

Form approved  
Office of Management  
and Budget  
No. 1215-0188  
Expires 11-30-2006



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)

605339

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00633

### Person Filing

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

Name Michael D Penn

Title Partner

Organization The Crossroads Group

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

Street 63 Via Pico Plaza, Suite 505

City San Clemente

State California

ZIP Code + 4 92672

#### 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 Michael L Hance

Organization Forward Air, Inc.

Trade Name, if any

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

Street 430 Airport Road

City Greenville

State Tennessee

ZIP Code + 4 37745

#### 7. Date entered into:

1 / 16 / 2016

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

Name Michael L Hance

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 Michael Dana Penn

President  
(If other title, see  
instructions)

Title Other (Specify)

Partner

14. Signed [Signature]

Treasurer  
(If other title, see  
instructions)

Title Other (Specify)

Partner

On 02/05/2016 818-999-5632

Date

Telephone Number

On 2/09/16 949-248-0884

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.):

Payment on a fee-for-service basis at the hourly rate of \$350.00 plus reasonable and customary expenses

## Specific Activities to be Performed

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

## a. Nature of activity:

To assist the employer's communication efforts to advise employees of their Section 7 rights and provide them with information regarding third-party representation

## 11.b. Period during which performed:

01/19/2016 - Present

## 11.c. Extent performed:

Continuing

## 11.d. Name and address through whom performed:

Name Michael D Penn

Organization The Crossroads Group

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

Street 63 Via Pico Plaza, Suite 505

City San Clemente

State California ZIP Code + 4 92672

## 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 full-time and regular part-time drivers, office clerical, cargo handlers, dock workers, warehouse workers, forklift operators, and spotters at the employer's locations at 250 Wille Road, Des Plaines, IL 60018 and 952 Fargo Avenue, Elk Grove Village, IL 60007

## 12.b. Identify subject labor organizations:

IBT Local 705



**THE CROSSROADS GROUP**  
Labor Relations Consultants

ADDRESS: 10001 10001  
818 000 0000  
THE CROSSROADS GROUP  
SERVICES: 10001 10001  
818 000 0000  
SERVICES: 10001 10001

**Personal & Confidential**

January 16, 2016

Mr. Michael L. Hance, Senior Vice President, Chief Legal Officer & Secretary  
Forward Air, Inc.  
430 Airport Road  
Greenville, TN 37745

Re: Agreement for Professional Services

Dear Mr. Hance:

In accordance with our conversations and mutual agreements, this letter will confirm that Forward Air, Inc. (the "Client") has retained The Crossroads Group Labor Relations Consultants (the "Consultant") regarding general personnel and labor relations activities for their ORD and ORZ facilities in Chicago, Illinois commencing on or about January 19, 2016.

Our fees are charged on an hourly basis in minimum units of a quarter of an hour for all time actually expended on your behalf. You will receive my personal services, which will be billed at the discounted rate of \$350.00 per hour. Clients are billed at the hourly rate for all time expended on their behalf, plus one-half travel time and reasonable and customary out-of-pocket expenses. You will be billed a minimum of eight hours for any day we perform work on site; any one-half travel time charged will count towards this eight-hour daily minimum.

We agree to send you statements clearly showing the basis for our fees and charges by detailing the services rendered and costs incurred on a weekly basis. All fees and expenses not previously paid are due and payable upon receipt of each statement. The Client agrees to pay the statement promptly and in full, understanding that if payment is not made in full within thirty (30) days of the statement date, the Client's account shall be considered past due and an interest charge may be added to the outstanding balance in an amount equal to one and one-half percent (1.5%) per month.

Consultant is retained to provide independent and objective professional judgment and recommendations; accordingly, a difference of opinion on a question of professional judgment shall



not excuse the Client from fees and costs incurred in the collection of any outstanding accounts receivable.

Forward Air, Inc.  
January 169, 2016  
Page 2

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 statements to determine if you have any questions or comments regarding them. If so, please call me directly. Furthermore, we reserve the right to withdraw as your Consultant if you fail to pay our statements and other bills in a timely manner.

If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process, to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. In the event that Consultant does so participate in any manner, the Client shall pay to Consultant all professional fees and other fees of Consultant in effect as well as the cost and expenses, including attorneys' fees, incurred in anticipation and resulting from such proceedings. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed.

Any controversy or claim arising out of or relating to this Agreement, its validity, or the breach thereof, 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 its costs 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 fully 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.

Forward Air, Inc.  
January 16, 2016  
Page 3

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, logistics, course of the campaign or negotiations, etc.

We will send copies of all substantive correspondence and other documents generated during this project, 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 e-mail.

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

We very much appreciate the opportunity to work for you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.

Respectfully,

*Michael Dana Penn*

Michael Dana Penn  
Partner



The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted  
this 16<sup>th</sup> day of January, 2016.

Forward Air, Inc.

By:

Michael L. Hance

Title:

SUPD CLC

Date:

1-16-16

2