U.S. Department of Labor Office of Labor-Management

# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

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

Standards
WashBoldOQC 20210 **RECEIVED** 

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.

468974	
1. File Number: C- 00525	
Person Filing	
2. Name and mailing address (include ZIP Code):	3. Any other address where records necessary to verify this report are kept:
Name	Name
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 ZIP Code + 4 74011	State ZIP Code + 4
4. Date fiscal year ends: 5. Type of person:	
Dec / 31 a. Individual b. Partnershi	p c.X Corporation d. Other (Specify):
Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code):	7. Date entered into: 8 / 19 / 2011
Name	
Organization Hopelink	8. Name of person(s) through whom made:
Trade Name, if any	Name Lynn Moody
P.O. Box, Bldg., Room No., if any	Name
Street 14812 Main Street	Name
City Bellevue	Name
State Washington ZIP Code + 4 98007	Name
Sig	natures
Each of the undersigned declares, under penalty of periory and other applicate the information contained in any accompanying documents) has been examined true, correct, and complete. (See Section VIII on penalties in the instructions.)	ole penalties of law, that all of the information submitted in this report (including ed by the signatory and is, to the best of the undersigned's knowledge and belief,
13. Signed President (If other title, see	14. Signed Treasurer (If other title, see
Title President instructions)	Title Treasurer instructions)
On 10/12/2011 918-455-9995	On 10/12/2011 918-455-9995
Date Telephone Number	Date Telephone Number

Filer: LRI Consulting Services Inc	File Number C- 00525
9. Check the appropriate box to indicate whether an object of the activities un	dertaken, is directly or indirectly:
h To supply an employer with information concerning the activities of	employees as to the manner of exercising, the right to organize and bargain employees or a labor organization in connection with a labor dispute involving h an administrative or arbitral proceeding or a criminal or civil judicial proceeding.
10. Terms and conditions (Explain in detail; see instructions. Written agreeme	nts must be attached.):
See attached	
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Specific Activities to be Performed	
For each activity, separately list in detail the information required (See instr.)	tuctions):
a. Nature of activity:	uctions).
Engaged to communicate to employees regarding exe	ercising their rights to organize and bargain
collectively.	
11.b. Period during which performed:	11.c. Extent performed:
various days beginning 8/24/11	Fully Performed
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:
Name	Name
Organization Clegg & Associates Management Group	Organization
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any
Street 17583 26th Avenue	Street
City Surrey, BC V3S9A4	City
·	
State ZIP Code + 4	State ZIP Code + 4
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:
Drivers	Amalgamated Transit
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# **Proposal**

August 19, 2011

Lynn Moody VP of Business Development HopeLink 14812 Main Street Bellevue, WA 98007

425-943-6764 lmoody@hope-link.org

RE: 19-RC-15430

# **Situation Assessment**

You have asked for a proposal to provide materials and consulting services to help you win your upcoming NLRB election. You have a few short weeks to educate your employees on the disadvantages of unions 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(s)

• Campaign Consulting: For this option we will provide expert campaign 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. This option does not include representation before the NLRB, which would require an additional engagement if desired by the client.

#### **Objectives**

- Win the 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.
- Maintaining a direct-relationship at your facility (unionized facilities are less productive and profitable than direct relationship ones the estimated "dead weight cost" of unionization around 25% more than the cost of operating non-union).

#### Value to Organization

- You avoid a steep—and slippery—learning curve and are free to do the most important trust-building work. You can talk to employees without engaging in "mud-slinging" you are free to spend your time on a positive message about the company.
- Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- You receive a proven program, with over 10,000 successful client engagements.

### **Terms and Conditions**

The fee for the daily fee consulting is \$2,400 a day (plus travel expenses). The retainer amount is \$12000 per consultant per week.

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## **Payment Terms**

All fees are due upon the delivery of the consulting services and are non-refundable. The retainer amount above is due upon acceptance and before we will commence work. We will credit invoices for days worked against this retainer and you agree to refill the retainer in the amount above for each week of the assignment. You also agree to coordinate, arrange and pre-pay consultant's airfare, hotel accommodations and, if deemed necessary, a rental car. Any additional expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and you agree to settle those statements within 7 days and to provide a credit card for us to settle outstanding invoices not paid by that time. 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.

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:	
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We accept the proposal above and the int	tevention(s) selected:
Campaign Consulting	

For LRI Consulting Services, Inc.

For HopeLink

Lynn Moody, VP of Business Development Date: \_\_\_\_\_

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