U.S. Department of Labor Office of Lator-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

JAN - 0

ror Official Use Unity penalties as a Dart Organiza	mandatory under P.L. 86-257, as amended. Fa provided by 29 U.S.C. 439 or 440. Required of ations, Under Section 203(b) of the Labor-Mana	persons, including	Labor Relations Consulta	ants and Other Individuals		
E [ ]AN 1 3 2017	READ THE INSTRUCTIONS CAREFU	LLY BEFORE F	PREPARING THIS REI	<del></del>		
1. File Number: CMS 28						
	<del></del>					
Person Filing		1	<del></del>		<del></del>	
Name and mailing address (include ZIP Code):			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	<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. Corpora	ation d. Other (Sp	pecify):		
Nature of Agreement or Arrangeme	<del></del>	7 Date enter	and into:			
6. Full name and address of employer with whom made (include ZIP Code):		7. Date entered into: 7 / 28 / 2016				
Name Organization Watry Industries, LLC			8. Name of person(s) through whom made:			
_	Name Jason Dannenberg					
Trade Name, if any		Name		,		
P.O. Box, Bldg., Room No., if any		Name				
Street 3312 Lakeshore Drive		Name				
City Sheboygan		Name				
State wi	ZIP Code + 4 53081	Name				
	Signa	atures				
the information contained in any accor	der penalty of perjury and other applicable mpanying documents) has been examined tion VII of benalties in the instructions.)	penalties of law by the signator	w, that all of the informa ry and is, to the best of	ation submitted in this re the undersigned's know	port (including rledge and belief,	
13. Signed	President (If other title, see	14. Signed	IWVUL		Treasurer (If other title, see	
Title CEO	instructions)	Title _	President	<del></del>	instructions)	
On 12/27/2016	918-455-9995	On	12/27/2016	918-455-9995	<u> </u>	
Date	Telephone Number		Date	Telephone Number	.77	

<del></del>				
Filer: LRI Consulting Services, Inc.		File Number C- 00525		
Check the appropriate box to indicate whether an object of the activities	undertaken is directly or indirectly			
	and ortained, to directly or inclinedity.			
a. To persuade employees to exercise or not to exercise, or persua collectively through representatives of their own choosing.	de employees as to the manner of 6	exercising, the right to organize and bargain		
b. To supply an employer with information concerning the activities such employer, except information for use solely in conjunction of the supply and the su	of employees or a labor organizatio with an administrative or arbitral pro	n in connection with a labor dispute involving ceeding or a criminal or civil judicial proceeding.		
10. Terms and conditions (Explain in detail; see instructions. Written agreen	nents must be attached.):			
See Attached	,			
	•			
Specific Activities to be Performed				
11. For each activity, separately list in detail the information required (See instructions):				
<ul><li>a. Nature of activity:</li><li>Engaged to communicate to employees regarding exerc.</li></ul>	ising their rights to orga	nigo and hargain collectively		
bligaged to communicate to employees regarding exerci-	ising their rights to orga	mize and bargain correctivery.		
11.b. Period during which performed:	11.c. Extent performed:			
various days beginning 8/1/16	Fully Performed			
11.d. Name and address through whom performed:	Additional Name and address	ss through whom performed, if any:		
Name Michael Ciabattoni	Name			
Organization MSC Labor Relations and Legislative	Organization			
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No.,	P.O. Box, Bldg., Room No., if any		
Street 27 Catherine Court	Street	Street		
City Bear	City			
State Delaware ZIP Code + 4 19701	State	ZIP Code + 4		
12.a. Identify subject groups of employees:	12.b. Identify subject labor	12.b. Identify subject labor organizations:		
various employees	pre-petition			
	1			

### **Proposal**

July 28, 2016

Jason Dannenberg President Watry Industries, LLC 3312 Lakeshore Drive Sheboygan, WI 53081

920-457-4886 jdannenberg@watry.com

**RE: Pre-Petition Campaign Consulting** 

# **Situation Assessment**

You want 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)

Pre-petition Campaign Consulting: 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 is \$2,500 per consultant per day (plus travel expenses). For purposes of this proposal a consulting day means each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day.

Page 1 of 2 (Initial

featured in







Forbes



Labor Relations Institute, Inc.

7850 S. Elm Place - Suite E Broken Arrow, OK 74011

# **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 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:

Pre-petition Campaign Consulting

For LRI Consulting Services, Inc.

For Watry Industries, LLC

Phillip B. Wilson, President/General Counsel

Date: July 28, 2016

Jason Dannenberg, President

Date:

Page 2 of 2 (Initial \_\_\_\_\_

featured in







Forbes



Labor Relations Institute, Inc.