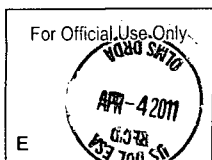


# FORM LM-20

## AGREEMENT AND ACTIVITIES REPORT



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.

457629

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 Merrill Corporation

Trade Name, if any

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

Street One Merrill Circle

City St Paul

State Minnesota

ZIP Code + 4 55108

7. Date entered into:

1 / 12 / 2011

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

Name Richard Kenney

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

Title President

President  
(If other title, see  
instructions)

14. Signed

Title Treasurer

Treasurer  
(If other title, see  
instructions)

On 3/22/2011

Date

918-455-9995

Telephone Number

On 3/22/2011

Date

918-455-9995

Telephone Number

Filer: LRI Consulting Services Inc	File Number C- 00525
------------------------------------	----------------------

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

<b>Specific Activities to be Performed</b>	
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:	11.c. Extent performed:
various days beginning 1/13/11	Fully Performed
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:
Name Scott Michel	Name
Organization	Organization
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any
Street 819 Herman Road	Street
City Horsham	City
State Pennsylvania ZIP Code + 4 19044	State ZIP Code + 4
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:
Pressmen, Press Helpers, Roll Tenders	Graphic Communications (IBT)



January 12, 2011

Phillip B. Wilson  
President – General Counsel  
LRI Consulting Services  
7850 W. Elm Place, Suite E  
Broken Arrow, OK 74011

Dear Mr. Wilson:

This letter agreement ("Agreement") will document the engagement by Merrill Communications LLC ("Merrill") of your firm, LRI Consulting Services ("LRI") for consulting services in connection with current unionization attempts at Merrill's Union, New Jersey, plant ("Facility") on the following terms and conditions:

<b>1. Services</b>	<p>LRI will provide campaign consulting services including:</p> <ul style="list-style-type: none"><li>• Develop and inform strategic planning and guidance.</li><li>• Provide an on-site consultant to maintain a direct relationship at the Facility through employee meetings, one-on-one interactions, and management support.</li><li>• Maintain regular updates and communication with Merrill Key Personnel throughout the campaign. The parties agree that three to four calls per week is a reasonable expectation but that circumstances may require a change in the call schedule.</li><li>• Remain available for questions or discussions on a 24/7 basis. Return call or email will occur within 2 hours of any Merrill communication.</li><li>• Defer to Merrill's Business Manager and Legal Counsel for final instruction and approval for action.</li></ul>
<b>2. Key Personnel</b>	<p><b>Campaign Manager:</b> to provide strategic planning and guidance and to coordinate communications and actions among Merrill, LRI, outside counsel,</p>

	<p>and Merrill in-house counsel.</p> <p>Steve Wardrop <a href="mailto:swardrop@lrionline.com">swardrop@lrionline.com</a> Office: 770.641.0031 Cell: 770.265.5022</p> <p><b>On-Site Consultant:</b> to conduct direct communication with Merrill employees at the subject facility in employee meetings and one-on-one and will work with managers and supervisors in addressing employee relations issues after the campaign is over.</p> <p>Scott Michel <a href="mailto:smichel@lrims.com">smichel@lrims.com</a> 215.359.7155</p> <p><b>Merrill Business Manager</b> Richard Kenney <a href="mailto:Richard.kenney@merrillcorp.com">Richard.kenney@merrillcorp.com</a> 651.632.1507</p> <p><b>Legal Counsel</b> Boyd Johnson <a href="mailto:Boyd.johnson@merrillcorp.com">Boyd.johnson@merrillcorp.com</a> 651.632.1769</p> <p>John Polley (outside counsel) <a href="mailto:JPolley@faegre.com">JPolley@faegre.com</a></p>
<b>3. Fees and Expenses</b>	<p>Fees for On-Site Consultant Services will be payable at the rate of \$3,000 per day (more than 4 hours during a 24-hour period) or \$1,500 per half day (4 hours or less during a 24-hour period). Fees cover only time in the Facility and do not include travel time or other time away from the Facility.</p> <p>Merrill will pay all reasonable, out-of-pocket expenses relating to the Services upon submission of proper documentation and notation on LRI's bi-weekly invoice. Any air transportation reimbursable hereunder will be at coach-economy rates, and entertainment will not be charged to Merrill.</p>
<b>4. Payment Terms</b>	<p>LRI will invoice Merrill for Services on a bi-weekly basis. Payment by Merrill is due within thirty (30) days of receipt of an accurate invoice, detailing the dates and hours worked, the tasks performed for such hours, and expenses to be reimbursed as provided in this Agreement.</p>

<b>5. Termination</b>	Either party may terminate this Agreement at any time upon written notice.
<b>6. Campaign Communication Materials</b>	<p>As part of the Services, LRI will provide campaign communication materials that may include written and/or video presentation materials. There will be no charge for LRI's "off-the-shelf" products, and videos will be discounted at 50% off the published cost. All campaign materials will be cleared and approved by Merrill's Business Manager and Legal Counsel prior to implementation.</p> <p>Merrill acknowledges and agrees that all campaign communication materials provided by LRI are fully covered and protected by federal copyright laws.</p>
<b>7. Confidentiality</b>	<p>The parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information includes but is not limited to customer lists, business plans, technical data, product ideas, personnel, contracts and financial information, trade secrets and written or verbal instructions or comments. Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. The parties agree to hold each other's Confidential Information in confidence and, unless required by law, not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.</p>
<b>8. Other Terms</b>	<p>Merrill acknowledges and agrees:</p> <ul style="list-style-type: none"><li>• that no representation by LRI or its representatives were relied on in entering this Agreement and that this document represents the full understanding of the parties; and</li><li>• that LRI has informed Merrill of its obligation to report any direct persuader activity performed on Merrill's behalf to the United States Department of Labor by both LRI and Merrill and that failure to timely file these reports can subject Merrill to criminal penalties.</li></ul> <p>Indemnification: The parties agree and acknowledge that unions regularly file</p>

unfair labor practices as part of their campaign strategy to delay an election or harass an employer and that, in most cases, these charges are dismissed after investigation by the NLRB.

For this reason, except as outlined below, the client agrees that it will have responsibility for all costs and fees associated with defending all unfair labor practice charges that are investigated by the NLRB in relation to the engagement covered by this agreement.

Notwithstanding the foregoing, the parties agree that should the NLRB complete its investigation of alleged unfair labor practice(s) AND find in a final order of the NLRB that a specific unlawful action or statement of an LRI on-site consultant (as opposed to a statement or action made by an employee or agent of the client unless it is proven as described below that the employee or agent was specifically instructed to perform the unlawful act by the LRI on-site consultant as opposed to misunderstanding or misinterpreting an instruction), then the parties agree that LRI shall defend, indemnify and hold harmless the client for actual liabilities, costs and expenses incurred by client for the specific allegation of an improper act or statement from an LRI on-site consultant.

LRI agrees to assist the client with any investigation of unfair labor practice(s) filed in connection with this engagement but the client acknowledges that any costs or fees associated with the investigation or possible settlement of unfair labor practices (except for the defense, indemnification and hold harmless obligations as described above) shall be the sole responsibility of the client and shall not be the responsibility of LRI.

LRI agrees to indemnify and hold Merrill and its officers, directors and employees harmless against any claim, liability, expense (including reasonable attorney's fees), suit or proceeding arising from or relating to (a) LRI's breach of this Agreement, (b) any claim of alleged infringement of any intellectual property right of any third party, (c) the negligence or intentional misconduct of LRI or its employees except in regard to unfair labor practices claims addressed above, and (d) claim alleging damages resulting from false or misleading information or other misrepresentation in materials or literature developed, written, created or approved by LRI except in regard to unfair labor practices claims addressed above.

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.

LRI Consulting Services  
January 12, 2011  
Page 5

If you are in agreement with the foregoing terms, please sign this Agreement and return a copy to me for our files. We look forward to working with you on this project and our continuing relationship.

Very truly yours,

MERRILL COMMUNICATIONS LLC

By: \_\_\_\_\_

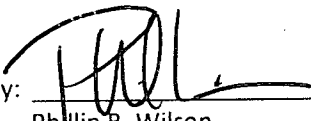


Richard N. Kenney  
Senior VP, Compliance Services

We acknowledge and agree to the terms of this Agreement.

LRI CONSULTING SERVICES, INC.

By: \_\_\_\_\_



Phillip B. Wilson  
President – General Counsel

Date: 1/12/2010