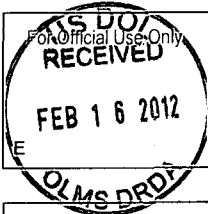


FORM LM-20

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.

473873

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 Buffalo Wild Wings

Trade Name, if any

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

Street 5500 Wayzata Blvd., Suite 1600

City Minneapolis

State Minnesota

ZIP Code + 4 55416

7. Date entered into:

12 / 27 / 2011

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

Name Dave Langefels

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

2/10/12

Date

Telephone Number

On

2/10/12

Date

Telephone Number

Filer: LRI Consulting Services Inc	File Number C- 00525
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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: 1/11/12	11.c. Extent performed: Fully Performed
11.d. Name and address through whom performed: Name Organization Vantage Point Alliance P.O. Box, Bldg., Room No., if any Street 18632 River Crossing Blvd City Davidson State North Carolina ZIP Code + 4 28036	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: Various Employees	12.b. Identify subject labor organizations: Pre-Petition



PROPOSAL

TO: Dave Langefels
Senior Director, Risk Mgmt. & Government Relations
Buffalo Wild Wings, Inc.
5500 Wayzata Boulevard, Suite 1600
Minneapolis, MN 55416

December 27, 2011

(952) 540-2252/office
(952) 941-5160/cell
dlangefels@buffalowildwings.com

SITUATION ASSESSMENT:

You have asked for a proposal to assist your Jump Team members with a site assessment project at one or more of your locations in New Jersey. The Sheet Metal Workers Union is leafletting these locations as part of a campaign to pressure BWW to use union contractors and you would like to ensure that the store(s) can effectively respond to these activities. In addition you want to get a quick assessment of conditions at the location(s) for any other possible vulnerability. Finally, you want us to work along side the Jump Team, evaluate the team, and offer any suggestions about additional development activities that might help keep the Jump Team at the top of its game.

OBJECTIVES:

Our objectives for this project include:

- Limit the impact of union handbilling activity.
- Evaluate vulnerability at any locations impacted by handbilling activity.
- Prevent NLRB petitions from being filed at all company locations.
- Further develop your team of "internal consultants" who can deploy and handle most pre-petition and post-petition campaign events.

VALUE TO THE ORGANIZATION:

The value to your company includes:

- You develop a "best in class" response to union handbilling activities and create a repeatable process for dealing with handbilling situations in the future.
- You ensure that your facilities remain union-free, which gives your company a competitive advantage in its various markets and makes it less and less vulnerable to anti-corporate campaign pressure.
- Your corporate strategy is implemented consistently across all facilities and that internal resources are directed to their highest value use.

PROPOSED INTERVENTIONS:

OPTION 1: COMMUNICATION MATERIALS FOR HANDBILLING SITUATION: We will develop a set of "ready to launch" talking points, checklists, and handouts that will allow all store locations to quickly and effectively respond to handbilling activity anywhere in the country. The materials will be designed to effectively respond to questions from employees, guests, media and the general public. We have agreed that in exchange for offering the development of these tools at a discounted rate that LRI will retain the rights to use, distribute and sell generic versions of these materials in the future.

OPTION 2: JUMP TEAM TRAINING SUPPORT: We will shadow and work alongside jump team members as they deliver the handbilling response activities developed in Option 1. In addition we will work with them in delivering a vulnerability assessment of location(s) using either our Deep Dive Climate Survey process, a BWB vulnerability assessment protocol, or a hybrid approach to be determined.

OPTION 3: CAMPAIGN IN A BOX ("CIAB"): LRI Will provide Buffalo Wild Wings with our brand new CIAB, which includes customizable slide presentations, video content, checklists, handouts, data and other tools designed to allow your jump team to conduct a complete campaign from the cardsigning phase through an election. THIS OPTION INCLUDES THE COMMUNICATION TOOLS DEVELOPED IN

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Labor Relations Institute, Inc.

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



OPTION 1. Should you wish to customize these materials you can either do that yourself or engage us to provide that assistance as part of another engagement.

TERMS AND CONDITIONS:

- The fee for **OPTION 1** is \$3,000. *JW*
- The fee for **OPTION 2** is \$3,000 per consultant per day, plus reasonable travel expenses.
- The fee for **OPTION 3** is \$8,000 (this includes the complete CIAB materials delivered either via iPad or website, plus the handbilling communication materials described in Option 1). *included JW*
in pricing is revisions after legal review by BWV labor attorney.

Payment Terms: We require full-fee payment in advance for the project. Any additional customary and reasonable business expenses incurred during a calendar week by the consultant(s) will be billed to you the following week for review and you agree to pay those invoices 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 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 projects. 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 to 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.

For LRI Consulting Services, Inc.

For Buffalo Wild Wings

Phillip B. Wilson
President - General Counsel

Dave Langefels
Senior Director, Risk Mgmt. & Government Relations

DATE: December 27, 2011

DATE: December 27, 2011

Approved

Legal Dept.

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