

# 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)

504402  
**READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.**

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 Montaplast

Trade Name, if any

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

Street 2011 Hoover Boulevard

City Frankfort

State Kentucky

ZIP Code + 4 40601

7. Date entered into:

7 / 10 / 2012

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

Name John Phillips

Name

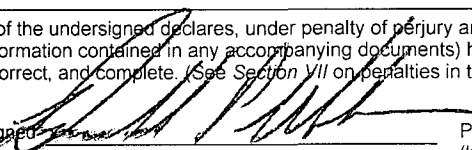
Name

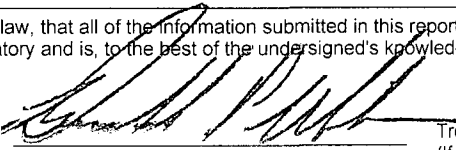
Name

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 9/13/2012 918-455-9995  
Date Telephone Number

On 9/13/2012 918-455-9995  
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.):

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:

various days beginning 8/21/12

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name

Organization BJC and Associates Inc

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

Street 10108 Fehlberg Court

City St John

State Indiana

ZIP Code + 4 46373

Additional Name and address through whom performed, if any:

Name

Organization SEO Solutions LLC

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

Street 4613 E 13th Street

City Tulsa

State Oklahoma

ZIP Code + 4 74112

12.a. Identify subject groups of employees:

various employees

12.b. Identify subject labor organizations:

pre-petition



LRI Consulting Services

phone 800-888-9115  
fax 918-455-9998

[www.LRIonline.com](http://www.LRIonline.com)

File Number C-00525

additional information for item 11.d.

Scott Michel  
819 Herman Road  
Horsham, PA 19044



LRI Consulting Services, Inc.

Phone 800-888-9115  
Fax 918-455-9998

www.LRIonline.com

## Proposal

June 27th, 2012

John Phillips  
Director of Human Resources  
Montaplast  
2011 Hoover Boulevard  
Frankfort, KY 40601

502-848-3107  
jphillips@montaplast.com

RE: Tripwire Training & Inoculation Training

## Situation Assessment

You have asked for a proposal to provide training to educate and prepare your managers for union organizing activity. You recognize the importance of being proactive in educating your staff on the disadvantages of unions and the advantages of a direct relationship. You want the training to be practical, hands-on and avoid "legalese." You want to prepare company leaders to create a positive work environment no matter what the legal environment.

You also want to provide a subject matter expert to educate your employees that union cards are legal documents, and that they need to protect their personal information and some of the common misunderstandings employees have about unions.

## Proposed Intervention(s)

- Supervisory and Management "Tripwire" Training: We will provide "basic blocking and tackling" training to prepare your operations leaders for possible union organizing. The goal is to ensure that managers can recognize and effectively respond to the early warning behaviors that precede a union organizing effort. Supervisors will leave with an understanding of labor law, how unions organize, be comfortable communicating your company position, and learn some basic keys to maintaining a positive work environment. This training session will last 4 hours, be led by a Senior LRI Consultant and be held for a class of up to 15 managers at a time.

Inoculation Meetings: We will provide a Senior LRI consultant to conduct union "inoculation" meetings with your employees. We will provide at least two on-site facilitators to assess union vulnerability and communicate your message directly to employees.

## Objectives

- Train supervisors and leadership of Company locations to prevent unionization with a focus on practical, hands-on tips to recognize and respond to the early behaviors of union organizing activity and create a positive employee relations environment.
- Cement your company's status as an employer of choice by teaching leaders the skills and abilities needed to create a positive work environment.
- Train employees on the facts about union cards, common tactics used to get employees to sign cards and facts they should consider before they ever sign a union card.

## Value to Organization

- Proactively educating your staff on the disadvantages of unions and convincing them to put their trust in a direct relationship with you as opposed to an outside party like the union.
- You receive a world-class labor and employee relations team at the flip of a switch. This allows your company to immediately improve its corporate capability.
- 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.

Conversation w/ Jim Teague

- 3k per DAY
- Plus travel - Air/Hotel/meal

Week of 16th

Mont will Plc \$  
Provide Lunch/Dinner





LRI Consulting Services, Inc.

phone 800-888-9115  
fax 918-455-9998

www.LRIonline.com

*We will take  
care of travel  
& meals*

#### Terms and Conditions

The fee for consulting is \$3,000 per consultant per consulting day, and a \$10 materials fee per participant for tripwire training (plus travel expenses). The retainer amount is \$19,000 per consultant per week. 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.

#### 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:

We accept the proposal above.

For LRI Consulting Services, Inc.

*Phillip Wilson*

Phillip Wilson  
President & General Counsel  
For Montaplast

John Phillips, Director of Human Resources  
Date: \_\_\_\_\_

*[Signature]*  
7/10/12

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Forbes



Labor Relations Institute, Inc.

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