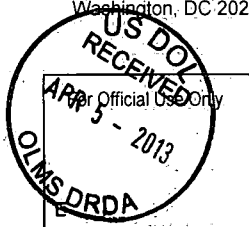


# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

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



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.

527466

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 TH Foods

Trade Name, if any

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

Street 2135 Harlem Road

City Loves Park

State Illinois

ZIP Code + 4 61111

7. Date entered into:

1 / 30 / 2013

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

Name Rob

Anderson

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 11(b) 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 3/27/2013

Date

918-455-9995

Telephone Number

On 3/27/2013

Date

918-455-9995

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 1/21/13

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name

Organization Taltos Consulting Inc

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

Street 554 Mahard Drive

City Twin Falls

State Idaho

ZIP Code + 4 83301

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

January 30, 2013

Rob Anderson, Resources Manager  
TH Foods  
2135 Harlem Road  
Loves Park, IL 61111

815-639-3353  
randerson@thfoods.com

## RE: Active Union Organizing Assessment & Tripwire Training "Refresher"

### Situation Assessment

You have asked for a proposal to determine depth and breadth of current union organizing at your Henderson, NV facility, as well as to provide "refresher" Tripwire Training to those supervisors and managers. This is being done to gauge the union's level of penetration and acceptance at this point, as well as to educate and prepare managers for future union organizing activity you feel might occur. 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 to continue to prepare company leaders to create a positive work environment, no matter what the legal environment.

### Proposed Intervention(s)

**Assessing Current Seriousness of Union Activity/Organizing:** LRI, Inc. will provide a Senior level consultant - one who has not only "hands on" experience as a former union organizer, but in your case ... one who lived and worked in the Las Vegas area adjacent to where this effort is occurring. They will spend up to two (2) days on the floor speaking with and gaining the acceptance and trust of your employees on all 3 shifts. A report will be furnished to local and corporate management upon conclusion.

**Employee Education Relative to Cards and Card-Signing:** We will spend time with small groups of your employees in a training environment, going over the content of authorization cards (including the one currently in play) and the seriousness of signing such a card... aspects of not knowing what you're signing ... the "evergreen card" ... the "blank check" ... strategies and tactics the union will use to gain employee confidence to get them pressured into signing.

**Supervisory and Management "Tripwire Training" - A Refresher:** For this option we will provide "basic blocking and tackling" training to prepare your operations leaders for what is currently taking place as well as the very real possibility of future 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 improved and refreshed 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 approximately one (1) hour.

Page 1 of 3 (Initial *RA*)

featured in



Forbes



Labor Relations Institute, Inc.

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



## **Objectives**

- Provide a 'hands-on' accurate assessment of how long the union effort has been going on; where it started; WHY it started; what your employees are saying and thinking; how well insinuated the union presence is in your Henderson facility.
- 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.

## **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.

## **Terms and Conditions**

For purposes of this proposal a consulting day means each calendar day worked by each consultant. Our fee is based upon \$3,000 per day, per consultant involved (not including expenses).

## **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. You agree to pay any additional consulting invoices upon receipt and to settle those statements within 7 days once the retainer has been depleted. 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





LRI Consulting Services, Inc.

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

www.LRIonline.com

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 and the intervention(s) selected:

Per Tripwire Training

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: January 30, 2013

For TH Foods

Rob Anderson, Resources Manager

Date: 1/30/13

Page 3 of 3 (Initial \_\_\_\_\_)

featured in:



Forbes



Labor Relations Institute, Inc.

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