U.S. Department of Labor Office of Labor-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

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UCT 0 6 2015

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil cenalties 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)

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READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00525				
Person Filing				
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 Se	rvices, 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. Corporation d. Other (Specify):		
Nature of Agreement or Arrangemer	nt			
6. Full name and address of employer v	vith whom made (include ZIP Code):	7. Date entered into: 5 / 12 / 2015		
Name		8. Name of person(s) through whom made:		
Organization Saginaw Chippewa	Tribe of Michigan			
Trade Name, if any		Name Lorna Kahgegab Call		
P.O. Box, Bldg., Room No., if any		Name .		
Street 7070 East Broadway		Name		
City Mt. Pleasant		Name		
State MI	<b>ZIP Code + 4</b> 48858	Name		
Signatures				
the information contained in any accompression true, correct, and complete. (See Section 13. Signed	er penalty of perjury and other applicable on the penalties in the instructions.)  President (If other title, see instructions)	penalties of law, that all of the information submitted in this report (including by the signatory and is, to the best of the undersigned's knowledge and belief,  14. Signed  Treasurer (If other title, see instructions)		
Title CEO	·	Title President		
On 9/25/2015	918-455-9995	On 9/25/2015 918-455-9995		
Date	Telephone Number	Date Telephone Number		
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Filer: LRI Consulting Services, Inc.	File Number C- 00525			
0. Cheek the appropriate boy to indicate whether an ebject of the nativities under the	takan ia disanthi ar indiranthi:			
Check the appropriate box to indicate whether an object of the activities under	taken, is directly of monectly.			
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 em	ployees or a labor organization in connection with a labor dispute involving			
such employer, except information for use solely in conjunction with a	n administrative or arbitral proceeding or a criminal or civil judicial proceeding	<b>]</b> .		
·	·			
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	g their rights to organize and bargain collectively.			
11.b. Period during which performed: various days beginning 5/18/15	11.c. Extent performed:  Fully Performed			
	-			
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:			
Name Rebecca Smith	Name Amed Santana			
Organization Rock Creek Consulting LLC	Organization Santana International Inc			
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any			
Street 554 Mahard Dr	Street 5908 Via Cuesta Dr			
City Twin Falls	City El Passo			
State         NV         ZIP Code + 4         83301	State Texas ZIP Code + 4 79912			
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:			
Hotel and Casino Outside Service employees	Steelworkers			

# Specific Activities to be Performed (Continuation Page)

- 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:	11.c. Extent performed:		
11.d. Name and address through whom performed:		Additional Name and address	Additional Name and address through whom performed, if any:		
Name Byron	Clay	Name			
Organization BJC and Associates Inc		Organization	Organization		
P.O. Box, Bldg., Room No., if any		P.O. Box, Bldg., Room No., i	P.O. Box, Bldg., Room No., if any		
Street 10108 Fehlberg Court		Street	Street		
City St John		City			
State IN	<b>ZIP Code + 4</b> 46379	State	ZIP Code + 4		
Additional Name and address through whom performed, if any:		Additional Name and addres	Additional Name and address through whom performed, if any:		
Name		Name			
Organization		Organization			
P.O. Box, Bldg., Room No., if	P.O. Box, Bldg., Room No., if any		P.O. Box, Bldg., Room No., if any		
Street		Street			
City		City			
State	ZIP Code + 4	State	ZIP Code + 4		
12.a. Identify subject groups of employees:		12.b. Identify subject labor o	12.b. Identify subject labor organizations:		
Hotel and Casino Outside Service employees		Steelworkers			
		<u> </u>			

# **Proposal**

May 12, 2015

Sean Reed General Counsel Saginaw Chippewa Indian Tribe of Michigan 7070 East Broadway Mt. Pleasant, MI 48858

(989) 775-4032 sreed@sagchip.org

RE: Campaign Consulting

#### Situation Assessment

You have asked for a proposal to provide materials and consulting services to help you win your upcoming NLRB election. You have a few short weeks to educate your employees on the disadvantages of unions and convince them to put their trust in a direct relationship with you rather than the union. You want to make sure that your consulting is persuasive, legally sound and provides the best opportunity to build trust with your employees.

# Proposed Intervention(s)

Campaign Consulting: For this option we will provide expert campaign consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

## **Objectives**

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.
- Retain your direct-relationship with employees and preserve the operational flexibility needed to remain productive and profitable. The dead weight cost of unionization is estimated at 25% for most organizations.

# Value to Organization

- You avoid a steep and slippery learning curve and are free to do the most important trust-building work.
- You can talk to employees without engaging in "mud-slinging." You are free to spend your time on a positive message about the company.
- Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- You receive a proven program, with over 10,000 successful client engagements.

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Labor Relations Institute, Inc.













The fee for Consulting is \$2,700 per consultant per day (plus travel expenses) The retainer amount for consulting is \$15,000. 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.3,000. 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 nonrefundable. 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. 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.

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 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:
Campaign Consulting			

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: May 12, 2015

For Saginaw Chippewa Indian Tribe of Michigan

<del>Seun Reed, Genç∕al-Counsel</del>

Steven Pego. Tribol Chief or Lorna Kangeqab Call, T<u>ribal SubCh</u>ief

Date: May 14, 2015

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Labor Relations Institute, Inc.











# ADDENDUM TO LRI CONSULTING SERVICES PROPOSAL

This Addendum revises the LRI Consulting Services Proposal ("Agreement"), dated May 12, 2015, between the Saginaw Chippewa Indian Tribe of Michigan, a federally recognized sovereign tribe ("SCIT"), and LRI Consulting Services, Inc. of 7850 South Elm Place, Suite E, Broken Arrow, Oklahoma 74011 ("LRI"). Collectively, SCIT and LRI are referred to as Parties. Where an Article, Section, Paragraph, Subparagraph or Clause contained in the Agreement is revised by the provisions in this Addendum, the unaltered provisions of that Article, Section, Paragraph, Subparagraph or Clause shall remain in effect (unless stricken or modified on the face of such document). The terms of this Addendum supersede the terms of the Agreement including any other addendums or any exhibits, appendices or other attachments thereto.

## AMEND OR REPLACE THE FOLLOWING SECTIONS OF THE AGREEMENT:

1. Terms and Conditions: Delete this section in its entirety and replace it with the following language:

The fee for Consulting is \$2,700 per consultant per day worked (plus reasonable travel expenses) LRI shall obtain Tribal Council approval prior to utilizing more than 2 consultants on any day.

For purposes of this Agreement, a consulting day means each calendar day period of 8 hours or more worked by each consultant. If more than one consultant is working then the parties understand and agree that multiple consulting days may be worked on each calendar day.

Travel expenses shall not exceed \$10,000 each month and LRI shall be not entitled to any further expense or reimbursement. Reasonable travel expenses shall be limited to, transportation (air, rental car, taxi, etc.), lodging and food which shall not include any alcoholic beverages. Assuming a maximum of two consultants for the term of the Agreement. The Tribe shall only pay the fees and expenses provided herein and shall not be liable for any other fee, expense or costs incurred by LRI or otherwise.

The term of this Agreement shall begin on May 18, 2015 and end at the conclusion of an election by the United Steel Workers Union or upon the withdraw of such Union's petition for election or sooner if terminated by SCIT as provided herein.

2.Payment Terms: Delete the first paragraph of this Section and replace with the following:

The Tribe will pay fees and reasonable travel expenses within 30 calendar days of the receipt by SCIT of an LRI invoice for services and travel expenses rendered.

#### ADD THE FOLLOWING NEW SECTIONS TO THE AGREEMENT:

confidential nature obtained by LRI from the SCIT shall be used solely for the purposes of providing the specific products and services, which are contracted for under this Agreement. Generally and for purposes of this Agreement, confidential information is any information that has not been made public by SCIT and is not generally known within the occupational field of LRI and includes, but is not limited to, written information, electronic information, digital information, information that is disclosed verbally, anything that is marked or clearly indicated to be confidential, and any other information (in any form or format) which may be made available to LRI as a party to this Agreement and pursuant to its purposes. LRI shall at all times during and after the term of this Agreement maintain the confidentiality of any such information and shall not disclose such information to third parties without the express written

consent of the SCIT. LRI shall not disclose or furnish such confidential information to any person or entity, except to specific LRI employees who have an absolute need to know the information to provide the specific products and services contracted for hereunder and who have an obligation to maintain the confidentiality of such information. LRI shall not duplicate any confidential information in a tangible form and LRI shall return all tangible and intangible manifestations of such confidential information to SCIT along with any notes or compilations immediately after the need for such information has expired, but not later than the conclusion of the term of this Agreement. The obligations set forth in this section pertaining to Confidential Information shall survive during the term of this Agreement and following the termination or expiration of this Agreement.

LRI agrees that SCIT shall have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief from breaches and reasonably anticipated breaches of this section by LRI.

GOVERNING LAW: The governing law for the Agreement shall be the laws of the Saginaw Chippewa Indian Tribe of Michigan, a federally recognized, sovereign tribe. The Parties further acknowledge and agree that The Saginaw Chippewa Indian Tribe of Michigan's Tribal Court shall have exclusive subject matter jurisdiction over all disputes, actions and claims related to or arising from this Agreement, and LRI consents to the personal jurisdiction of the Tribal Court. LRI further consents to enforcement of any judgment of the Tribal Court in any state court of applicable jurisdiction.

TERMINATION: SCIT may terminate this Agreement at any time without cause upon 2 days written notice to LRL Such notice shall be notice shall be deemed effective when sent either by mail or electronically.

AUTHORIZED SIGNATURES: The parties acknowledge that the individuals executing this Agreement have the authority to do so and are acting solely in their official capacities. Under no circumstances shall the authorized parties' signatures be deemed an acceptance of personal liability under this Agreement.

The Parties signing below acknowledge and agree to the above terms.

SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN	LRI CONSULTING SERVICES,
Dern Hahr al Ceal	Hickl_
Steve Pego, Tribal Chief/ Loma Kangegab Call, Tribal Sub-Chief	Authorized Signature
	Frint Name and Title
Man 14 2015	
Date	Date

**END OF ADDENDUM**