

# FORM LM-20

Form approved  
Office of Management  
and Budget  
No. 1245-0003  
Expires 10-31-2013

## AGREEMENT AND ACTIVITIES REPORT

*Amended - Signed proposal attached*

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)

576141

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 Central Florida Equipment Rentals Inc

Trade Name, if any

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

Street 9030 NW 79 Terrace

City Medley

State FL ZIP Code + 4 33178

7. Date entered into:

10 / 23 / 2014

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

Name Robert Baer

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

*[Signature]*

President  
(If other title, see  
instructions)

Title CEO

14. Signed

*[Signature]*

Treasurer  
(If other title, see  
instructions)

Title President

On 12/5/2014

Date

918-455-9995

Telephone Number

On 12/5/2014

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.):

Verbal agreement. \$3,000 per day per consultant plus reasonable travel expenses.

#### 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 10/24/14

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Mark Lema

Organization Lema & Associates

P.O. Box, Bldg., Room No., if any Po Box 129

Street

City Burlington

State New Jersey ZIP Code + 4 08016

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:

Heavy Equipment operators, Off Road and On Road  
Truck Drivers, Mechanics, Laborers, Welders and  
Pipelayers

12.b. Identify subject labor organizations:

Operating Engineers



## **Proposal**

October 24, 2014

Robert Baer  
President  
Central Florida Equipment Rentals, Inc.  
9030 N.W. 79 Terrace  
Medley, FL 33178

305-888-3344  
lberg@stearnsweaver.com

**RE: Campaign Consulting, Petition 12-RC-138110**

## **Situation Assessment**

You have asked for a proposal to provide materials and consulting services to help Central Florida Equipment Rentals, Inc. win it's upcoming NLRB election. Central Florida Equipment Rentals, Inc. has 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. Central Florida Equipment Rentals, Inc. wants to make sure that your consulting is persuasive, does not interfere with employees' protected rights 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 Central Florida Equipment Rentals, Inc's message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at Central Florida Equipment Rentals, Inc. location to increase it's 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**

- Central Florida Equipment Rentals, Inc. avoids a steep and slippery learning curve and is free to do the most important trust-building work.
- Central Florida Equipment Rentals, Inc. can talk to employees without engaging in mudslinging. Central Florida Equipment Rentals, Inc. is free to spend it's time on a positive message about the company.

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**Forbes**



**Labor Relations Institute, Inc.**

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



- Central Florida Equipment Rentals, Inc's communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- Central Florida Equipment Rentals, Inc. receives a proven program, with over 10,000 successful client engagements.

### **Terms and Conditions**

The fee for Consulting is \$3,000 per consultant per day (plus travel expenses). The retainer amount for consulting is \$9,000. 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. Central Florida Equipment Rentals, Inc. agrees to pay any additional consulting invoices upon receipt and to settle those statements within 14 days once the retainer has been depleted. Any additional expenses incurred by consultant will be billed to Central Florida Equipment Rentals, Inc. and Central Florida Equipment Rentals, Inc. agrees to pay those invoices upon receipt and you agree to settle those statements within 14 days. Central Florida Equipment Rentals, Inc. agrees and acknowledges 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.





LRI Consulting Services, Inc.

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

www.LRIonline.com

### Acceptance

We accept the proposal above and the intervention(s) selected:

\_\_\_\_\_ Campaign Consulting

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: October 24, 2014

For Central Florida Equipment Rentals, Inc.

Robert Baer, President

Date: \_\_\_\_\_

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