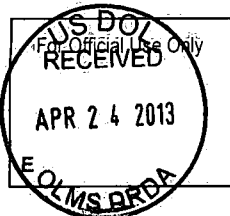


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

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



Revised

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)

527732

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 V&M Star

Trade Name, if any

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

Street 2669 Martin Luther King Jr. Blvd.

City Youngstown

State OH

ZIP Code + 4 44510-1033

7. Date entered into:

1 / 17 / 2013

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

Name Trina Cooper

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 CEO

14. Signed

Treasurer
(If other title, see
instructions)

Title President

On 4/20/2013

Date

918-455-9995

Telephone Number

On 4/20/2013

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 2/14/13

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Ronald Pfeifer

Organization

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

Street 1545 Arapahoe Trail

City Green Bay

State WI ZIP Code + 4 54313

Additional Name and address through whom performed, if any:

Name Eric Vanetti

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

12.a. Identify subject groups of employees:

various employees

12.b. Identify subject labor organizations:

Pre-Petition

INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement (the "Agreement") is made and entered into on the 1st day of April, 2013, by and among **LRI CONSULTING SERVICES, INC.**, a corporation with its principal place of business located at 7850 S. Elm Place, Suite E, Broken Arrow, OK 74011 ("Consultant"), and **V&M STAR, A PARTNERSHIP WITH GENERAL AND LIMITED PARTNERS, LP**, a Delaware limited partnership with its principal place of business located at 2669 Martin Luther King Jr. Blvd, Youngstown, Ohio 44510 ("Company").

WITNESSETH

WHEREAS, the Company desires to utilize the services of Consultant in exchange for the consideration provided herein; and

WHEREAS, Consultant possesses certain skills and expertise of value to the Company and desires to provide consulting services to the Company pursuant to the terms and conditions hereof (the "Services") in exchange for the payment by the Company of the consideration as provided herein.

NOW THEREFORE, in consideration of the covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Term

Company hereby engages and otherwise contracts with Consultant to serve as its independent Consultant to provide the Services, and Consultant hereby accepts such engagement with the Company beginning on April 1, 2013. Upon termination, the Consultant shall be entitled to only earned compensation through the effective date of such termination and the Company shall have no further obligations to the Consultant.

Section 2. Independent Consultant Status

- a) Consultant declares that it is engaged in an independent business and that it shall be an independent Consultant and not an employee, partner, joint venturer, servant or agent of Company. Consultant shall have no authority to direct or control the performance of any employee of Company. Consultant has no authority to bind Company and shall not hold himself/herself out as possessing such authority.
- b) Neither Consultant nor its employees shall be eligible for benefits or employee plans provided by Company or any of its affiliates nor are they entitled to any money or benefits from Company or any of its affiliates other than the payment expressly set forth in this Agreement. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments made to Consultant by Company. All payments hereunder shall be reported to the appropriate authorities, as required by law.
- c) Consultant shall procure all licenses, permits and other approvals from government authorities and agencies that are necessary for performance of the Services and shall perform all such Services to the highest professional standards and in compliance with applicable laws and regulations.

- d) Consultant shall bear sole responsibility for the payment of all applicable governmental taxes including, without limitation, federal, state and local income taxes and all employment and disability insurances, Social Security and other similar taxes.

Section 3. Compensation and Expenses

- a) All Services performed for Company by Consultant shall be rendered in accordance with a written schedule of services and fees set forth in the attached Service and Fee Schedule.
- b) Company also shall reimburse Consultant only for those out-of-pocket expenses necessarily and reasonably incurred by Consultant at Company's request, with Company's prior approval. Receipts and necessary documentation to establish right to reimbursement must accompany any and all requests for reimbursement of out-of-pocket expenses.
- c) Payment to Consultant for performance of the Services hereunder will be conditioned upon Consultant's completion of the Services hereunder in a timely manner satisfactory to Company.

Section 4. Confidentiality, Limited Use, Nondisclosure

- a) Acknowledgment of Competitively Sensitive information.

Consultant acknowledges and agrees that in performance of its duties, Consultant may be brought into contact, either in person, by telephone or through the mail or electronic communication with confidential information owned by Company. Consultant also agrees that "trade secrets" and "confidential information" of the Company as are more fully described in subsection 4 b) hereof gained by Consultant during performance of its duties with the Company, have been developed or otherwise obtained by the Company through substantial expenditures of time, effort and money and therefore constitute valuable and unique property.

- b) Confidentiality Undertaking.

Consultant will keep in strict confidence, and will not, directly or indirectly, at any time during or after its engagement with the Company or thereafter for a period of five (5) years from the termination of this Agreement, disclose, furnish, disseminate, make available "confidential information" or "trade secrets" as defined herein, except as necessary in the course of performing Consultant's duties under this Agreement. Such confidential information or trade secrets shall include, without limitation, computer software, and processes, non-public financial information, annual projections, forecasts, budgets and financial plans; marketing and advertising strategies, plans and budgets; valuation of assets; sales catalogs and flyers; order books, promotional materials; training courses and training and instructional materials; product information or specifications; vendor, supplier and/or customer lists; employment information pertaining to any employee(s) and agent(s); cost and price information; sources of supply for capital equipment configuration or equipment; test results or market studies concerning competitors and competitive products; and any other matter not specifically mentioned above that is not otherwise available to the general public or in the possession or knowledge of the Consultant based on work experience or education prior to engagement for Services with the Company that would constitute "confidential information" and/or a "trade secret" of the Company as defined by this Agreement and applicable State or Federal law or regulation.

Consultant specifically acknowledges that the Company has and continues to undertake reasonable efforts to maintain the secrecy of all such "confidential information" and/or "trade secrets" referred to in subsection (a), whether such information is reduced to writing or in the form of an electronic record or maintained in the mind and memory of the Consultant, during all periods of Consultant's engagement for Services with the Company. Consultant further acknowledges that if during term of this Agreement or for a period of five (5) years following the termination of said Agreement, the Consultant derives independent economic value in any form or manner from the use or disclosure of such information to a third party without the specific authorization of Company, such disclosure shall constitute a misappropriation of Company trade secrets.

c) **Use of Company Property.**

The Consultant shall hold and use all tangible property as may be provided to Consultant by Company or made by Consultant pursuant to performance of Services under the Agreement, including without limitation documents, computer programs, software, processes, products, compositions, constructions, machines, equipment, prototypes, apparatus, devices, and hardware, (i) in a secure area and separate from materials of other parties; (ii) only to perform Services for Company; (iii) in a manner to prevent observation of such tangibles by anyone who does not have a need to observe them in order to perform Services; (iv) in a manner to maintain Consultant's exclusive possession except with the prior express written approval of Company.

d) **Return of Company Property.**

Consultant agrees that upon termination of this Agreement for any reason, Consultant shall return to the Company, in good condition, all Company property including but not limited to the originals, copies or reproductions (including copies on computer disk or electronically stored on a computer hard drive) as well as all other documents and materials that were in the possession of Company during the term of this Agreement including documents submitted to Company by past, current and potential customers, vendors or suppliers.

In the event that such "confidential information" and/or other Company property is not so returned, the Company will have the right to charge Consultant for all reasonable damages, costs, attorneys' fees and other expenses incurred in searching for, taking, removing and/or recovering such property.

e) **Injunctive Relief.**

Consultant acknowledges and agrees that the remedy at law available to the Company for breach of any obligations under this Agreement would be inadequate. Consultant therefore agrees that in addition to any other rights or remedies that the Company may have at law or in equity, temporary and permanent injunctive relief may be granted in any proceeding that may be brought to enforce any provision contained in this Agreement.

f) **Information that is received by the Consultant from Company shall not be deemed Company Confidential Information if Consultant can demonstrate that:**

As of the effective date of this Agreement, such information is part of the public domain;

Confidential information subsequently becomes part of the public domain through no fault of the Consultant or a third party not in violation of a right or obligation to Company;

Consultant can show such information was in its possession, as evidenced by written records kept in the ordinary course of business or by the proof of actual use at the time of executing this Agreement, and such information had not been wrongfully acquired, directly or indirectly, from Company; or,

Confidential information is subsequently disclosed to the Consultant by a third party not in violation of any right or obligation to Company.

- g) Consultant may not use Company's name(s), logo(s) or marks for any purpose or in any communication without Company's express prior written consent, nor make known to any third party the existence or nature of this Agreement, except as provided for in subsection 11 i).
- h) The provisions and obligations imposed by this Section 4 are ongoing and shall survive any termination of this Agreement.

Section 5. Consultant Work Product.

- a) Except to the extent that it contains or incorporates any confidential information or trade secrets of the Company or other public information of the Company, all work product of the Consultant which are original works of authorship fixed in a tangible medium in the performance of Services or which contain materials or information that was the property of the Consultant prior to any engagement of the Consultant by the Company, shall be the property of the Consultant (the "Work Product").
- b) Consultant agrees to provide the Company with all rights and licenses required for Company to use, reproduce, alter, modify, publish, or distribute the Work Product or any other materials provided by Consultant to Company as part of the Services as provided for herein. Such Work Product and any other materials shall only be utilized by the Company in connection with or related to the Company's businesses, operations and/or personnel.
- c) The provisions and obligations imposed by this Section 5 are ongoing and shall survive any termination of this Agreement.

Section 6. Reports

- a) Consultant shall keep Company informed of the progress of the Services with reports as warranted by the progress of the work, or as requested by Company.
- b) Consultant shall maintain books and records relating to the Services for a period of three (3) years from the date of termination of this Agreement, and, if requested, shall make such books and records available to Company at a reasonable time and place for inspection.
- c) The provisions and obligations imposed by this Section 6 are ongoing and shall survive any termination of this Agreement.

Section 7. Performance and Conflict of Interest

- a) Consultant shall obtain approval from Company before taking any action to retain assistance or assign or subcontract this Agreement or any tasks covered by this Agreement. No retention of assistance, assigning or subcontracting of tasks shall relieve Consultant of Consultant's obligations under this Agreement.
- b) Consultant warrants that he/she has the right to enter into this Agreement and perform the Services for Company and there are no restrictions whatsoever imposed on Consultant or any conflict of interest that would prevent or conflict with Consultant's performance of the Services for Company and compliance with all the provisions of this Agreement.
- c) When any Services are performed upon the premises or property of Company or when Consultant or its agents or employees visit a Company facility in connection with Services, such visitors during such visits shall be on the business of the Consultant and not Company and shall comply with the safety rules and other rules of Company that are applicable at such sites or facilities, as well as all applicable laws. Violation of these rules may result in a notice to Consultant that a particular employee or agent shall no longer provide Services hereunder, or may result in termination of this Agreement as well as other agreements between Company and Consultant.
- d) Company shall advise Consultant of the applicable policies, procedures and requirements of Company and Company's clients. Consultant shall comply with such policies, procedures and requirements in performing Services hereunder. Consultant represents and warrants that it has the requisite expertise and ability to perform its Services hereunder.

Section 8. Insurance

Unless otherwise specified in this Contract, Consultant will, during the progress of the Services, maintain and, prior to starting Services, provide Company with written certification of: Worker's Compensation Insurance or qualification as a self-insurer to satisfy the laws of the state in which Consultant's employees may perform work and potentially seek Worker's Compensation Insurance coverage. Consultant's Worker's Compensation Insurer or Consultant, if self-insured, agrees to waive rights of subrogation against Company except for claims caused by Company's sole negligence; Commercial General Liability Insurance for personal injury and property damage, with combined limits of not less than \$1,000,000 per occurrence; and Automobile Liability Insurance for personal injury and property damage, with combined limits of not less than \$1,000,000 per occurrence.

Section 9. Termination

Company may terminate Consultant's right to proceed with some or all of the Services to be performed hereunder by giving written notice to Consultant of such termination, and the termination shall be effective in the manner specified in such notice. Company may terminate this Agreement at any time for any reason or no reason. Consultant shall be paid for actual services satisfactorily rendered as of such termination date under this Agreement in the event of any such termination prorated as necessary for work in progress. As a condition for such payment upon such termination for any reason, Consultant shall promptly deliver to Company all work in process and all other records and copies of records prepared or acquired by Consultant in connection with this Agreement.

Section 10. Definitions

- a) "Services" means those services provided by Consultant as more fully described in the Service and Fee Schedule attached hereto.

Section 11. Miscellaneous Provisions

- a) No party shall be deemed to have waived any right, power or privilege under this Agreement or any provisions hereof unless such waiver shall have been duly executed in writing and acknowledged by the party to be charged with such waiver.
- b) Any right or remedy of either party set forth in this Agreement shall not be exclusive, and, in addition thereto, both parties shall have all rights and remedies under applicable law, including without limitation, equitable relief.
- c) All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given three (3) business days after sent by registered mail or certified mail return receipt requested or one (1) business day after transmitted by telefax, provided that the correspondence is addressed to the party entitled to receive such notice at the address shown above. Notice given by any other method than that stated herein shall be deemed effective only when the notice is received.
- d) If any provision of this Agreement or its application to any person or circumstance is adjudged invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby; provided, however, that if any provision or application hereof is invalid or unenforceable, then a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this Agreement including the invalid or unenforceable provision.
- e) This Agreement shall be governed by and interpreted in accordance with laws of the State of Ohio, without giving effect to any conflict of laws provisions. The parties hereby consent to the jurisdiction of and agree that venue is proper and convenient in any state or federal court situated in Mahoning County, Ohio.
- f) This Agreement sets forth the entire agreement between the parties as to the subject matter of this Agreement, and supersedes all prior agreements, commitments, representations, writings and discussions between them, whether written or oral, with respect to the subject matter hereof, including but not limited to that certain proposal letter signed by both parties dated January 17, 2013. It is expressly understood that there are no other representations, promises, warranties or agreements by either party except as the same are set forth herein. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended or terminated except in writing and signed by the proper and duly authorized representative of the party to be bound thereby.
- g) This Agreement shall be binding upon Consultant, its successors, representatives, and permitted assigns.
- h) The provision and obligations of this Section 11 shall survive the expiration or termination of this Agreement.

- i) In the event that Consultant determines that it has an obligation to file any report with the United States Department of Labor arising out of or relating to its work for the Company, it shall notify the Company immediately of such reporting obligation and provide the Company with a copy of any report it intends to file with the United States Department of Labor at least five (5) business days prior to making such filing.

IN WITNESS WHEREOF and intending to be legally bound hereby, each of the parties hereto have caused their authorized officers or representatives to execute this Agreement.

Company:

V&M Star, a Partnership with General and Limited Partners, LP

Consultant:

LRI Consulting Services, Inc.

By: 

Title: Secretary & Treasurer

Printed Name: Joseph D Moore

By: 

Title: PRESIDENT

Printed Name: PHILIP B. Wilson

Service and Fee Schedule

Company and Consultant hereby agree to the following Service and Fee Schedule, which are deemed to be a part of and subject to the terms of their Master Independent Consultant Agreement dated April 1, 2013.

Services:

In accordance with all applicable laws and regulations, Consultant shall provide Services as directed by the Company including (i) providing a Senior LRI consultant to conduct educational meetings with Company employees; (ii) assisting the Company in its discussion with employees of any questions related to labor relations and union organizing activities; (iii) working with the Company supervisors and leadership to maintain effective communications and positive, respectful employee relations environment at the Company's facilities.

IN NO EVENT SHALL CONSULTANT PERFORM MORE THAN ONE HUNDRED (100) HOURS OF SERVICES DURING THE INITIAL TERM OR ANY EXTENSION THEREOF WITHOUT COMPANY'S PRIOR EXPRESS WRITTEN CONSENT.


Fees: For all Services performed hereunder, Consultant shall be paid as follows:


During the Term and any extension of this Agreement, Company shall pay Consultant as compensation for performance of the Services hereunder, a fee of \$3,000 per day per consultant (plus travel expenses). The Company acknowledges that if more than one consultant is providing Services hereunder that multiple consulting days may be worked on each calendar day. The Company agrees to coordinate, arrange and pre-pay each Consultant's airfare, hotel accommodation, and, if deemed necessary, rental car. Consultant shall invoice the Company upon delivery of the Services. The terms of payment will be net 7 days after receipt of invoice.

The foregoing Service and Fee Schedule are hereby agreed to this 1st day of April, 2013.

Company:
V&M Star, a Partnership with General
and Limited Partners, LP

Consultant:
LRI Consulting Services, Inc.

By: 
Title: Secretary & Treasurer
Printed Name: Joseph D Moore

By: 
Title: PRESIDENT
Printed Name: Philip B. Wilson