

AGREEMENT AND ACTIVITIES REPORT

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

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For Official Use Only

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)

Group

600232

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C 675

Person Filing

2. Name and mailing address (include ZIP Code):

Name Jason Rodriguez

Title President

Organization Prestige Consulting Solutions LLC.

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

Street 509 South Chickasaw Tr. #249

City Orlando

State Florida ZIP Code + 4 32825

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 Remigio Nieves

Organization Goya De Puerto Rico Inc.

Trade Name, if any Food Processing

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

Street Call Box 60-1467

City Bayamon

State Puerto Rico ZIP Code + 4 00960

7. Date entered into:

10 / 10 / 2015

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

Name Remigio Nieves

Name Carlos Unanue

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.

Not Ready To Sign

s in the instructions.)

13. Signed

[Signature]

SIGN HERE

President
(If other title, see instructions)

Title President

Not Ready To Sign

14. Signed

[Signature]

SIGN HERE

Treasurer
(If other title, see instructions)

Title

Vice President Finance

amp

lete On 10/10/2015 407-373-3800

Date

Telephone Number

Clear Signatures

On 10/10/2015 407-373-3800

Date

Telephone Number

Filer:

Jason Rodriguez

File Number C- 675

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.):

Written agreement (see attached) To provide consultation and to give speeches to employees about exercising their right to organize and to bargain collectively. Terms are \$275.00/hour for Principal Consultant plus all expenses paid.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

To provide consultation and to give speeches to employees regarding their rights to organize and bargain collectively.

TEST PG CNT

11.b. Period during which performed:

10/6/2015 thru 10/29/2015

11.c. Extent performed:

In progress

11.d. Name and address through whom performed:

Name Jason Rodriguez

Organization Prestige Consulting Solution LLC.

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

Street 509 South Chickasaw Tr. #249

City Orlando

State Florida ZIP Code + 4 32825

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:

All Fulltime production employees, Line operators, Mechanics and Quality Control employees that work on Island Can. Division of Goya Foods.

12.b. Identify subject labor organizations:

IBT - Tronquistas Puerto Rico Local 901
Case 12-RC-161117



PRESTIGE CONSULTING SOLUTIONS LLC

October 6, 2015

Mr. Remigio Nieves
Vice Presidente de Recursos Humanos
Goya De Puerto Rico Inc.
Call Box 60-1467
Bayamón, PR 00960-6067

Dear Mr. Nieves:

This letter confirms the engagement of Prestige Consulting Solutions LLC. (PCS) to represent the interest of Goya De Puerto Rico Inc. relative to labor matters. Third party persuader activity will be conducted.

Terms and Conditions:

Prestige Consulting Solutions LLC. Will provide consulting services to Goya De Puerto Rico Inc. and the scope of services we will render, the manner of calculating billing and collecting fees, and other aspects of the proposed representation are mutually agreed to be as follows:

Services:

Prestige Consulting Solutions LLC. Has been engage to provide the following services:

1. Manage union campaign
2. Perform Third Party Persuader (NLRB definition of work to be perform)

The following **PCS** billing schedule will apply:

PCS Consultant (regular rate @ \$300.00) Puerto Rico's reduce rate of \$275.00/ per hour for all hours worked plus expenses. ***A Retainer is not required.***

Expenses are billed at cost and include but are not limited to:

1. Transportation portal-to-portal including: airfare plus upgrade when lowest possible coach fare purchased, auto rental, local transport (taxi, shuttles, etc.) and mileage @ current IRS rate.
2. Lodging
3. Meal per diem @ \$50.00/day
4. Miscellaneous expenses specific to case, i.e., research, NLRA guides, postage, Federal Express, clerical, etc.

PCS will forward its invoices monthly. All invoices are due and payable upon receipt. A finance charge of 3% per month will be assessed on all balances no received within 30 days of the invoice.

Any estimates of anticipated fees that we provide at the request of **Goya De Puerto Rico Inc.** whether for budgeting purposes or otherwise, are only an approximation of potential fees due. Under no circumstances are such estimated costs to be viewed as a maximum or minimum fee quotation.

PAYMENTS WILL BE MADE AND MAIL TO:

**PRESTIGE CONSULTING SOLUTIONS LLC.
509 SOUTH CHICKASAW TRAIL #249
ORLANDO, FLORIDA 32825**

ESTIMATED PROJECTED COST

SCOPE OF WORK:

NLRB 12-RC-161117

Jason Rodriguez @ Puerto Rico's reduce rate of \$275.00/Hour for all hours worked plus expenses

If needed additional consultants will be billed @\$250.00/Hour for all hours worked plus expenses

Location of Assignment: Bayamón, PR

If during this assignment additional hours or consultants are required, all time worked will be billed at the above hourly rates. If after starting the assignment Prestige Consulting Solutions and the client determine that the scope of work needs to be expanded, all time worked over the original Letter of Engagement will be billed at the hourly rates stated in the Letter of Engagement until a revised Letter of Engagement is provided for the client's approval and signature.

You're Right To Terminate Our Services

Goya De Puerto Rico Inc. may terminate our services at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate services, all work immediately ceases. You will be responsible for paying all fees and expenses incurred on your behalf in this matter before our consulting firm received the date of the written notice of termination.

Our Right To Terminate Services

We may terminate our services at any time if you breach any material term of this agreement. If we elect to terminate our services, in such case, you agree to pay for all services performed and expenses incurred before the termination of our services in accordance with the provision of this agreement.

Both parties agree that this agreement shall be deemed fully enforceable and governed by the applicable laws of the State of Florida. Further, in the event of any material dispute arising out of this Agreement, specifically Goya De Puerto Rico Inc. agrees that it will be liable for any and all legal fees incurred by PCS.

If any of the terms stated in this letter are not consistent with your understanding of our agreement, please contact me before signing the agreement. Otherwise, please sign the agreement and fax it back to me at 407-704-5691

On behalf of Prestige Consulting Solutions LLC. we appreciate the opportunity to work with you. If you have questions or concerns, please do not hesitate to contact me at 407-373-3800.

ACCEPTANCE:

For Prestige Consulting Solutions LLC.



Jason Rodriguez
President/CEO

Date: October 6, 2015

Goya De Puerto Rico Inc.

Remigio Nieves
Vice Presidente de Recursos Humanos

Date: