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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(specific 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)

IAN 1 3 2017 Ε READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT. 1. File Number: 00525 Person Filing 2. Name and mailing address (include ZIP Code): 3. Any other address where records necessary to verify this report are kept: Name Name Title Title Organization LRI Consulting Services, 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 **ZIP Code + 4** 74011 State ZIP Code + 4 5. Type of person: 4. Date fiscal year ends: c. Corporation d. 31 Individual b. Partnership Other (Specify): Dec **Nature of Agreement or Arrangement** 6. Full name and address of employer with whom made (include ZIP Code): 7. Date entered into: 2016 Name 8. Name of person(s) through whom made: Organization Mechanical Maintenance & Design, Inc. Name Nick Beaver Trade Name, if any Name P.O. Box, Bldg., Room No., if any Name Street 1226 Executivew Bouevard, Ste 103 City Chesapeake Name

State VA		ZIP Code + 4	23320	Name				
		•	Sign	atures				
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 of penalties in the instructions.)								
13. Signed	Thatef M	Ulh-	President (If other title, see	14. Signed	- PWVKL		Treasurer	
Title	CEO		instructions)	Title	President	·	(If other title, see instructions)	
On	12/27/2016	918-455-9995		On	12/27/2016	918-455-9995		
	Date	Telephone Numbe			Date	Telephone Number	120	

-						
Filer: IRI Consulting Services, Inc.	File Number C- 00525					
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						
•						
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Specific Activities to be Performed						
11. For each activity, separately list in detail the information required (See instructions): <ul> <li>a. Nature of activity:</li> <li>Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.</li> </ul>						
11.b. Period during which performed:	11.c. Extent performed:					
various days beginning 8/10/13	Fully Performed					
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:					
Name Carlos Flores	Name					
Organization C&C Consultant	Organization					
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any					
Street 30000 Avenida Cima Del Sol	Street					
City Temecula	City					
<b>State</b> CA <b>ZIP Code + 4</b> 92591	State ZIP Code + 4					
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:					
various employees	pre-petition					
	·					



## **Proposal**

August 5, 2016

Nick Beaver President/CEO Mechanical Maintenance & Design, Inc 1226 Executive Boulevard, Suite 103 Chesapeake, VA 23320

757-410-4930 nick@mechanicalmdi.com

## RE: Pre-petition Campaign Consulting

#### Situation Assessment

You want to provide a subject matter expert to educate and prepare your employees for union organizing activity. You want employees to understand that union cards are legal documents, that they need to protect their personal information and some of the common misunderstandings employees have about unions.

## Proposed Intervention(s)

Pre-petition Campaign Consulting: For this option we will provide a senior LRI consultant to communicate your message directly to employees, to answer their questions accurately and assess your vulnerability during small group meetings.

## **Objectives**

- Train employees on the facts about union cards, common tactics used to get employees to sign cards and the facts to consider before signing a union card.
- Provide a credible subject matter expert who immediately increases your capacity to legally and persuasively respond to potential union organizing activity.
- Assess the organizing union's progress and your vulnerability to determine the level of risk to your direct relationship with employees.
- Prevent NLRB petitions.

#### Value to Organization

- You substantially reduce your company's vulnerability to union organizing and become a "hard target" by making it difficult for an organizer to get cards signed using typical tactics.
- You will better understand your level of risk and make better decisions about responding to union organizing.
- You will better understand your employees issues and your opportunities to improve employee relations and retain the direct relationship privilege.

#### **Terms and Conditions**

The fee for consulting is \$3,000 per consultant per day (plus travel expenses). 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.

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# **Payment Terms**

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 14 days. 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. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

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:

Nろら Pre-petition Campaign Consulting

For LRI Consulting Services, Inc.

For Mechanical Maintenance & Design, Inc

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Phillip B. Wilson, President/General Counsel

Date: August 5, 2016

For Mechanical Maintenance & Design, Inc

Nick Beaver, President/CEO

Date: 8/5/16

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