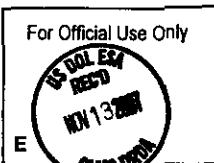


# FORM LM-20

## AGREEMENT AND ACTIVITIES REPORT



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)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number:

C-

633

338725

### Person Filing

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

Name Michael D Penn

Title Partner

Organization The Crossroads Group

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

Street 63 Via Pico Plaza, Suite 505

City San Clemente

State California

ZIP Code + 4 92672

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 Joshua Frank

Organization DHL Express (USA), Inc.

Trade Name, if any

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

Street 1200 S. Pine Island Rd, Suite 600

City Plantation

State Florida

ZIP Code + 4 33324

7. Date entered into:

8 / 14 / 2007

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

Name Joshua Frank

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 Michael Dana Penn

President  
(If other title, see  
instructions)

Title Other (Specify)

Partner

On 10/14/2007

Date

818-999-5632

Telephone Number

14. Signed Steven Oomph

Treasurer  
(If other title, see  
instructions)

Title Other (Specify)

Partner

On 10/14/2007

Date

949-248-0884

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.):

Payment of a flat consulting fee of \$61,750.00 plus travel and reasonable and customary expenses

#### Specific Activities to be Performed

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

a. Nature of activity:

To persuade employees to reject union representation

11.b. Period during which performed:

08/14/2007 - 09/13/2007

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Carolyn Fisher

Organization DHL Express (USA), Inc.

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

Street 1200 S. Pine Island Rd, Suite 600

City Plantation

State Florida

ZIP Code + 4 33324

Additional Name and address through whom performed, if any:

Name David Petco

Organization

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

Street 910 Nestle Way

City Breinigsville

State Pennsylvania

ZIP Code + 4 18031

12.a. Identify subject groups of employees:

All package handlers in DHL's Allentown hub (Case 4-RC-21327)

12.b. Identify subject labor organizations:

American Postal Workers Union



**THE CROSSROADS GROUP**  
Labor Relations Consultants

Michael D. Penn, Partner  
818.999.5642  
mpenn@tcgconsultants.com

Steven A. Beyer, Partner  
949.248.0884  
sbeyer@tcgconsultants.com

**Personal & Confidential**

August 14, 2007

Mr. Joshua Frank, Legal Counsel  
DHL

Re: Agreement for Professional Services


Dear Mr. Frank:

In accordance with our conversation and mutual agreements, this letter will confirm that DHL (the "Company") has retained The Crossroads Group Labor Relations Consultants ("Consultant") regarding general personnel and labor relations activities related to the N.L.R.A. election campaign at their Breinigsville, Pennsylvania facility.

The Consultant agrees to charge the Company a flat consulting fee of \$61,750 for all time expended on your behalf during the election campaign, which is scheduled to end on September 13, 2007. You will receive my personal services, which are normally billed at \$375.00 per hour. In addition, the Company agrees to pay the Consultant all reasonable and customary out-of-pocket expenses, including one-half travel time between Los Angeles, California and Breinigsville, Pennsylvania.

We agree to send you statements clearly showing the basis for our fees and charges by detailing the services rendered and costs incurred on a weekly basis. We will send you statements on a weekly basis and expect to be paid on a weekly basis. Upon signing this document, you agree to return to our offices a good faith retainer in the amount of \$10,000.00, which will be deducted from our last invoice.

Our firm always strives to offer our clients the greatest value possible by delivering the highest quality services in a timely fashion. In return, we request that upon receipt of our statements, you review them to determine if you have any questions or comments. If so, please call me immediately. Furthermore, we reserve the right to withdraw as your Consultant if you fail to pay our statements and other bills in a timely manner.



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August 14, 2007  
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Any controversy or claim arising out of or relating to this Agreement, its validity, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). A single neutral arbitrator shall be appointed in accordance with the AAA Rules to resolve the dispute.

The arbitrator shall be an attorney who is knowledgeable in business and labor laws, and who is experienced in labor relations and union organizing activities involving employers. The arbitration hearing shall be held in Orange County, California. This contract shall be interpreted and governed by the laws of the State of California. The arbitrator shall award to the prevailing party all its costs and fees, including AAA filing, administrative and attorneys' fees.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should any party refuse to arbitrate or file a court action regarding a claim, which is subject to arbitration under this Agreement, the other party shall be entitled to recover its costs and reasonable attorneys' fees in enforcing this arbitration agreement in court.


During the course of our representation, we will endeavor to keep you fully advised as to the status and progress of this matter, including our view of your rights and potential liabilities or exposure, and our recommendation as to an appropriate course of action in view of the facts, circumstances and issues involved.

However, we must emphasize that our firm has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter or the actual amount of any fees or costs you will incur. Often, the results in a matter, and the costs and expenses are controlled by external factors beyond our control, including the factual circumstances, course of the campaign or negotiations, etc.

We will send copies of all substantive correspondence and other documents generated in this matter, and I ask that you call me at any time should you wish to discuss our invoices, or any other aspect of this project.

If the terms and conditions of this letter are satisfactory to you, please evidence your consent to such terms and conditions by signing this letter and returning it to me by fax at (818) 999-5630.

This is a final agreement and this agreement supersedes any other oral or written representations by either the Company or Consultant.



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We appreciate the opportunity to work with you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.

Respectfully,

Michael Dana Penn  
Partner

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted.

DHL

By:   
Joshua Frank

Title: VP Legal

Date: 8/28/07