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. 1215-0188 Expires 09-30-2011



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.

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<u> </u>	
1. File Number: C- 00525	
Person Filing	
Name and mailing address (include ZIP Code):	Any other address where records necessary to verify this report are kept:
Name	Name
Title	Title
	Organization
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
4. Date fiscal year ends: 5. Type of person:	
Dec / 31 a. Individual b. Partnershi	o c. Corporation d. Other (Specify):
Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code):	7. Date entered into: 7 / 12 / 2011
Name	
Organization EBI Inc	Name of person(s) through whom made:
Trade Name, if any	Name Lukasz Poi
P.O. Box, Bldg., Room No., if any	Name
Street 745 Kentuck Road	Name
City Danville	Name
State Pennsylvania ZIP Code + 4 24540	Name
Sign	natures
	le penalties of law, that all of the information submitted in this report (including ed by the signatory and is, to the best of the undersigned's knowledge and belief, 14. Signed Treasurer (If other title, see instructions)
On 8/15/2011 918-455-9995	On 8/15/2011 918-455-9995
Date Telephone Number	Date 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 instruct	ions):	
 a. Nature of activity: Engaged to communicate to employees regarding exercical exercises. 	cising their rights to organize and bargain	
11.b. Period during which performed:	11.c. Extent performed:	
various days beginning 7/13/11	Fully Performed	
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:	
Name	Name	
Organization Action Resources	Organization Clegg & Associates	
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any	
Street 3892 Brook Hills Road	Street 17583 26th Avenue	
City Fallbrook	City Surrey, BC V3SoA4	
State California ZIP Code + 4 92028	State ZIP Code + 4	
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:	
Production and Maintenance	Steelworkers, Paper, Rubber, Manufacturing, Energy Workers	

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Filer:

LRI Consulting Services Inc

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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:	11.c. Extent performed:	
various days beginning 7/13/11	Fully Performed	
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:	
Name Versala Parish	Name	
Organization Quick Response Management	Organization	
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any	
Street 9684 Cornell Street	Street	
city Taylor	City	
100 1180	State ZIP Code + 4	
State ZIP Code + 4 70 70 5	olde 2n olde 14	
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:	
Production and Maintenance	Steelworkers, Paper, Rubber, Manufacturing, Energy Workers	

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Proposal

July 12, 2011

Lukasz Pol Operations Manager EBI, LLC 745 Kentuck Road Danville, VA 24540

(434) 797-9701 l.pol@ebillc.com

RE: 11-RC-6761

Situation Assessment

You have asked for a proposal to provide materials and consulting services to help you win your upcoming NLRB election. You have 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 as opposed to an outside third party like the union. You want to make sure that your consulting is persuasive, legally sound and provides the best opportunity to build trust with your employees.

Proposed Intervention(s)

• Guaranteed Consulting: For this option we will provide expert campaign consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your 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 for the duration of your campaign. This option does not include representation before the NLRB, which would require an additional engagement if desired by the client.

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.
- Maintaining a direct-relationship at your facility (unionized facilities are less productive and profitable than direct relationship ones the estimated "dead weight cost" of unionization around 25% more than the cost of operating non-union).

Value to Organization

- You avoid a steep-and slippery-learning curve and are free to do the most important trust-building work. You can talk to employees without engaging in "mud-slinging" you are free to spend your time on a positive message about the company.
- Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- You receive a proven program, with over 10,000 successful client engagements.

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

www.LRlonline.com

Terms and Conditions

The fee for the Guaranteed Option is a project price of \$120000.00 (one hundred twenty thousand dollars) (plus expenses) which assumes approximately 15 days of consulting by three consultants (45 days total). Should additional days of consulting be requested by the client it is understood those additional days will be billed at our customary rate of \$3,000 per day per consultant. Should less than 45 days of consulting be used for any reason other than a withdrawal of the petition the total price will be reduced by \$2,666 per consulting day not used. This fee includes a nonrefundable \$5,000 communication tools fee for videos, data and other support materials. The remainder of the fee guarantees an election win. This agreement covers consulting up to and including the initial election date (August 8, 2011) directed or stipulated to by the company and the union. For purposes of this agreement, an 'election win' is defined as a withdrawal of the petition or a certification by the NLRB that no representative was chosen, and an election loss is defined as a certification by the NLRB that the union was selected as representative of your employees. Should the election date be extended beyond this date for any reason whatsoever, the parties agree to enter into another agreement for additional consulting or to pay for additional consulting days at our customary rate of \$3,000 per consultant per day. Should the client fail to schedule additional consulting days on a mutually agreeable schedule the parties understand and agree that the initial retainer fee shall become nonrefundable and due to LRI. Any remaining fees will become due, if at all, based on the final certification of the NLRB. Travel expenses and any additional consulting days beyond the election date in this agreement will be billed separately and are not subject to the guarantee.

Payment Terms

For the Guaranteed Option we require a 50% retainer due upon acceptance of the proposal. We will apply that retainer to the project price. Based on the vote count and in the event of a "win," you agree to pay the balance of the project price within 7 days of the NLRB election. Should your company lose the NLRB election, LRI will refund the initial retainer payment paid (less the \$5,000 communication tools fee) within 7 days. Any expenses incurred by consultant will be billed to you and are due upon receipt and you agree to settle those statements within 7 days and to provide a credit card for us to settle outstanding invoices not paid by that time. 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. Criminal copyright infringement is investigated by the FBI and may constitute a felony penalty of up to five years in prison and/or a \$250,000 fine.

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Indemnification: The parties agree and acknowledge that unions regularly file unfair labor practices as part of their campaign strategy to delay an election or harass an employer and that, in most cases, these charges are dismissed after investigation by the NLRB. For this reason the client agrees that it will have responsibility for all costs and fees associated with defending all unfair labor practice charges that are investigated by the NLRB in relation to the engagement covered by this agreement. Notwithstanding the foregoing, the parties agree that should the NLRB issue an unfair labor practice complaint that alleges a specific unlawful action or statement of an LRI on-site consultant (as opposed to a statement or action made by an employee or agent of the client) and the NLRB states in a final ruling that an an LRI on-site consultant's act or statement was the basis for an unfair labor practice then the parties agree that LRI shall have an obligation to indemnify the client for ONE-HALF of the actual legal expenses incurred by client for the specific allegation of an improper act or statement from an LRI on-site consultant. LRI agrees to assist the client with any investigation of unfair labor practice(s) filed in connection with this engagement but the client acknowledges that any costs or fees associated with the investigation or possible settlement of unfair labor practices (except for the indemnification obligations as described above) shall be the sole responsibility of the client and shall not be the responsibility of LRI. The parties acknowledge and agree that, except as outlined above, the client releases, waives and agrees that LRI shall not be liable for any other costs, fees or damages of any kind whatsoever that are related to this engagement.

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 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 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 intevention(s) selected:

Guaranteed Consulting

For LRI Consulting Services, Inc.

For EBI, LLC

Lukasz Pol, Operations Manager

Date

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