

# FORM LM-20

## AGREEMENT AND ACTIVITIES REPORT

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



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.

532156

1. File Number: C-736

### Person Filing

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

Name DAVID M NYSTROM

Title CEO

Organization LABOR CONSULTING GROUP, INC

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

Street 535 BRISWOLD, Suite 11-237

City DETROIT

State Michigan

ZIP Code + 4 48226

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:

12/31/2013

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 BRENDA S. OMAN - Vice Pres

Organization EXAL CORPORATION

Trade Name, if any

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

Street ONE ~~PERFORMANCE~~ PLACE

City YOUNGSTOWN

State OHIO

ZIP Code + 4 44502

7. Date entered into:

3/20/13

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

Name BRENDA S. OMAN

Name Vice Pres.

Name EXAL CORP

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

Title President

President  
(If other title, see  
instructions)

14. Signed

Title Treasurer CEO

Treasurer  
(If other title, see  
instructions)

On

4-20-13

Date

877-890-8792

Telephone Number

On

4-20-13

Date

877-890-8792

Telephone Number

sent 6-12-13

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.):

HOLD Employee Meetings  
 Give VOTING PROCEDURES  
 Show Videos - "Projection Videos"  
 provide written HANDOUTS NORROSS, GEORGIA

**Specific Activities to be Performed**

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

a. Nature of activity:

persuade employees to vote No union

11.b. Period during which performed:

MARCH 20 - MAY 30, 2013

11.c. Extent performed:

Election DATE TO be yet determined

11.d. Name and address through whom performed:

Name **DAVID M. MYSTROM**  
 Organization **LABOR CONSULTING GROUP**  
 P.O. Box, Bldg., Room No., if any  
 Street **535 GRISWOLD, Suite 111-237**  
 City **DETROIT**  
 State **MICHIGAN** ZIP Code + 4 **48226**

Additional Name and address through whom performed, if any:

Name **BRENDA S. OMAN**  
 Title **Vice President**  
 Organization **IXAL CORPORATION**  
 P.O. Box, Bldg., Room No., if any  
 Street **ONE PERFORMANCE PLACE**  
 City **YOUNGSTOWN**  
 State **OHIO** ZIP Code + 4 **44502**

12.a. Identify subject groups of employees:

All production Employees

12.b. Identify subject labor organizations:

Teamsters  
 YOUNGSTOWN, OH



This Agreement is entered into this day of March 20, 2013 **EXAL CORP.**, (hereinafter the "Client") and **Labor Consulting Group, LLC**. The following provisions represent the complete understanding of the parties hereto but may be modified by mutual agreement between the parties in writing.

1. Client hereby engages the services of Labor Consulting Group to perform labor relation services (hereinafter the "Project"), which include, but are not limited to, conducting persuasive employee meetings, counseling Client, and performing other activities relevant to union prevention.

2. Labor Consulting Group shall, through its staff and principals, make itself available to consult with officers and administrative staff of Client at reasonable times concerning matters pertaining to the Project or any other matters of importance concerning the business affairs of the Client.

3. Labor Consulting Group shall develop, administer and institute methods and procedures deemed advisable to bring the Project to a successful conclusion. Labor Consulting Group shall keep the Client informed of all work in progress at all times during the term of this Agreement.

4. Client agrees to cooperate fully with Labor Consulting Group by providing all services, information, or documentation necessary to complete the Project. Client also understands that the initial steps of the engagement require sufficient time for development in order to demonstrate results.

5. Labor Consulting Group will assign as many labor specialists as is mutually agreed upon by the parties hereto. Client agrees to pay an hourly rate of \$180.00 per hour per consultant.

6. Client understands and agrees that all time expended by Labor Consulting Group shall be included in the hourly rate, including, but not limited to, on site activities, employee meetings, management conferences, one on one employee contact, and project preparation. Client will reimburse any out of pocket approved expenses.

7. Client and Labor Consulting Group, LLC mutually agree if services performed do not result in an Employer NLRB election victory or withdrawal and the participating labor organization prevails in a certified NLRB election, Client will receive a 30% reduction in consultant billing.

8. Consulting cost (including expenses), is \$250,000.00, beginning with the following dates 3/20/13 – 4/14/13, this includes the last two weeks before the

NLRB election totaling 6 full weeks of campaigning with 4-5 consultants at EXAL Group, Inc., Youngstown, OH.

- Four consultants guaranteed to finish the EXAL campaign through the NLRB election. Shade Zebib, Roger Mason, Jason Shaifer, Jessica Jarosz.
- 
- In the event of a withdrawal before the election and your fees are at or below \$175,000, EXAL agrees to pay the actual fees plus \$75,000.
- In the event of a withdrawal before the election and your fees are above \$175,000, EXAL agrees to pay the actual fees plus an amount that will equal \$250,000.

9. The time between the first 4 weeks ending 4/14/13, and the last two weeks before the NLRB election, the cost for each week will be maximum of \$18,000 for (2) consultants that includes expenses.

10. Client agrees to pay a retainer fee of \$20,000 upon execution of this agreement. Retainer will be applied to first \$20,000 billed under terms indicated herein.

11. Client agrees to pay all outstanding fees and costs within seven (7) days after receipt of invoice. Failure to pay any invoices within thirty days (30) of receipt shall result in a finance charge being added to the balance at the rate of one and one-half percent (1-1/2%) per month.

12. Client may terminate the services of Labor Consulting Group at any time by declaration of such intent to an officer or employee of Labor Consulting Group, LLC.

Dated: March 20, 2013

By:

  
For: Labor Consulting Group, LLC

Examined, Accepted and  
Approved

<sup>20</sup>  
Dated: March 19, 2013

By: Brenda S. Oman

Title: VP - Finance + Administration

For: EXAL Corporation