

# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved  
Office of Management  
and Budget  
No. 1215-0188  
Expires 11-30-2006

For Official Use Only

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JUN 12 2018

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.

679019

File Number C- 00633

## 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 Alex D Madrazo

Organization Borden Dairy Company

Trade Name, if any Borden Dairy Company of Florida, LLC

P.O. Box, Bldg., Room No., if any Suite 400

Street 8750 N. Central Expressway

City Dallas

State Texas

ZIP Code + 4 75231

### 7. Date entered into:

5 / 16 / 2018

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

Name Alex D Madrazo

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 05/18/2018 818-999-5632

Date

Telephone Number

14. Signed [Signature]

Treasurer  
(If other title, see  
instructions)

Title Other (Specify)

Partner

On [Signature] 949-248-0884

Date

Telephone Number

5/31/2018

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 on a fee-for-service basis at the hourly rate of \$400.00 plus 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 assist the Employer in advising its employees of their Section 7 rights and to furnish them with information regarding third-party representation

11.b. Period during which performed:

05/16/18 to Present

11.c. Extent performed:

Continuing

11.d. Name and address through whom performed:

Name Michael D Penn

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

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 full-time and regular part-time delivery drivers employed by the Employer at its production and distribution facility located at 501 NE 181st Street, North Miami Beach, FL

12.b. Identify subject labor organizations:

IBT Local 769



**THE CROSSROADS GROUP**  
Labor Relations Consultants

Michael D. Penn, Partner  
818.999.5632  
mpenn@tcgconsultants.com

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

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**Personal & Confidential**

May 16, 2018

Alex D. Madrazo, Vice President, General Counsel  
Borden Dairy Company  
8750 N. Central Expressway, Suite 400  
Dallas, TX 75231

Re: Agreement for Professional Services

Mr. Madrazo,

In accordance with our conversation and mutual agreements, this letter will confirm that Borden Dairy Company ("Client") has retained The Crossroads Group Labor Relations Consultants ("Consultant") regarding general personnel and labor relations activities for the RC campaign at Borden Dairy Company of Florida, LLC in Miami, Florida commencing on or about May 16, 2018. This agreement may be terminated at any time by either Client or Consultant and may be extended by mutual agreement between the parties.

Our fees are charged on an hourly basis in minimum units of a quarter of an hour for all time actually expended on your behalf. You will receive my personal services, which will be billed at the discounted rate of \$400.00 per hour. Clients are billed at the hourly rate for all time expended on their behalf, plus one-half travel time and reasonable and customary out-of-pocket expenses.

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. All undisputed fees and expenses not previously paid are due and payable in full within thirty (30) days of Client's receipt of each statement. Client understands that if payment of undisputed amounts is not made in full within thirty (30) days of receipt of the statement, Client's account shall be considered past due and an interest charge may be added to the outstanding balance in an amount equal to one and one-half percent (1.5%) per month.

Consultant is retained to provide independent and objective professional judgment and recommendations; accordingly, a difference of opinion on a question of professional judgment shall not excuse the Client from documented reasonable fees and costs incurred in the collection of any outstanding undisputed accounts receivable.



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If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. In the event that Consultant does so participate in any manner, Client shall pay to Consultant all undisputed professional fees and other fees of Consultant in effect as well as the documented reasonable costs and expenses, including reasonable attorneys' fees, incurred in anticipation and resulting from such proceedings. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed.

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 Dallas County, Texas or Orange County, California. This contract shall be interpreted and governed by the laws of the State of Delaware. The arbitrator shall award to the prevailing party all its reasonable costs and fees, including AAA filing and administrative fees 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 recommendations 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 project, logistics, etc.

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 electronic mail.

Prior to, and as a condition of, Consultant performing the services provided for in this agreement, Consultant must sign the Confidentiality Agreement attached hereto as Exhibit A. Consultant shall not make any public statements with respect to the business, personnel or affairs of Client or its



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affiliates nor use the name or any trademark of Client or its affiliates, without the express prior written consent of Client.

This is a final agreement and this agreement supersedes any other oral or written representations by either Client or Consultant. This agreement shall not be assigned by Consultant (by operation of law or otherwise) without the prior written consent of Client. The terms and provisions of this agreement shall not be modified, altered or otherwise amended, except pursuant to a writing signed by both parties hereto. Any waiver by either party of a breach of any provision of this agreement by the other shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach by such other party.

We very much 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*

Michael Dana Penn  
Partner

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 16<sup>th</sup> day of May, 2018.

**Borden Dairy Company**

By: *Alex D. Madrazo /pk*

Title: *V.P., General Counsel*

Date: *5/17/18*