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.

C/MS DROP	49504.5				
1. File Number: C- 00525	110040				
Person Filing		T			
Name and mailing address (include ZIP Code):		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	
4. Date fiscal year ends:	5. Type of person:				
Dec / 31	a. Individual b. Partnership	c. X Corpora	ation d. Other	(Specify):	
			·		
Nature of Agreement or Arrangement		_		WARRING TO THE TOTAL TO THE TOTAL TO	
6. Full name and address of employer with whom made (include ZIP Code):		7. Date entered into: 3 / 9 / 2012			
Name		Name of person(s) through whom made:			
Organization Fritz Industries	Name James Sims				
Trade Name, if any					
P.O. Box, Bldg., Room No., if any	Name				
Street 500 N Sam Houston Road	Name				
City Mesquite			Name		
State Texas	ZIP Code + 4 75149	Name			
Signatures					
Each of the undersigned declares, under the information contained in any accompanie, correct, and complete. (See Seption 13. Signed Level 14. Title President	penalty of perjury and other applicable anying documents) has been examined by VI on penalties in the instructions.)  President (If other title, see instructions)	penalties of lar by the signato 14. Signed	w, that all of the inferred and is, to the best of the	rmation submitted in this report (including st of the undersigned's knowledge and belief,  Treasurer (If other title, see instructions)	

Filer: LRI Consulting Services Inc	File Number C- 00525			
Check the appropriate box to indicate whether an object of the activities und	ertaken, is directly or indirectly:			
a. To persuade employees to exercise or not to exercise, or persuade ecollectively through representatives of their own choosing.	employees as to the manner of exercising, the right to organize and bargain			
b. To supply an employer with information concerning the activities of e such employer, except information for use solely in conjunction with	employees or a labor organization in connection with a labor dispute involving an administrative or arbitral proceeding or a criminal or civil judicial proceeding.			
10. Terms and conditions (Explain in detail; see instructions. Written agreement See attached.	s must be attached.):			
see attached.				
Specific Activities to be Performed				
11. For each activity, separately list in detail the information required (See instru	ctions):			
a. Nature of activity:	vaising their wights to except a and bayesin			
Engaged to communicate to employees regarding exercollectively.	crising their rights to organize and bargarn			
11.b. Period during which performed:	11.c. Extent performed:			
various days beginning 3/12/12	Fully Performed			
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:			
Name	Name			
Organization East Coast Labor Relations LLC	Organization RoadWarrior Productions LLC			
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any			
Street 151 Forge Road	Street 108 S Indian Circle			
City Delran	City Coca			
State New Jersey ZIP Code + 4 08075	State Florida ZIP Code + 4 32922			
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:			
Encapsulation Production, Liquid Oil, Dry Oil,	Teamsters			
and Shipping/Receiving				

LRI Consulting Services Inc

File Number C-00525

Item 11.d. supplemental

SEO Solutions LLC 4613 E 13<sup>th</sup> Street Tulsa, OK 74112

## **Proposal**

March 9, 2012

James Sims Human Resource Manager Fritz Industries 500 North Sam Houston Road Mesquite, TX 75149

972-285-5471 Jsims@Fritzind.com

RE: 16-RC-76148

#### 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)

• Campaign Consulting: For this option we will provide expert campaign consulting with two on-site facilitators 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. 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

#### Terms and Conditions

The fee for the project fee consulting is a project price of \$155000 which assumes approximately 50 consulting days and includes a nonrefundable \$5,000 communication tools fee (reasonable travel expenses are not included in this price and will be billed separately). Each additional consulting day will be billed at \$3,000 per day per consultant 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 of the campaign.

#### **Payment Terms**

All fees are due upon the delivery of the consulting services and are non-refundable. We require a 50% retainer due upon acceptance of the proposal. We will credit invoices for days worked against this retainer. Invoices will be billed weekly and applied to the retainer. You also agree to coordinate, arrange and pre-pay consultants' airfare, hotel accommodations and, if deemed necessary, a rental car. 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.

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.

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Acceptance:

We accept the proposal above and the intevention(s) selected: \_\_ Campaign Consulting

For LRI Consulting Services, Inc.

For Fritz Industries

James Sims, Human Resource Manager Date: 3/15/12

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