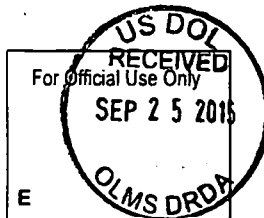


# FORM LM-20

## 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)

598912

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C-744

### Person Filing

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

Name Patrick Grossi

Title Partner

Organization glj consulting, llc

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

Street 1700 Friedensburg Rd.

City Reading

State Pennsylvania

ZIP Code + 4 19606

#### 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 Jacqueline S Ackerman

Organization Burlington Mall MGMT LLC

Trade Name, if any

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

Street 9103 Alta Drive, Suite 204

City Las Vegas

State Nevada

ZIP Code + 4 89145

#### 7. Date entered into:

8 / 25 / 2015

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

Name Jacqueline S Ackerman

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

President  
(If other title, see  
instructions)

Title Managing Partner

14. Signed

N/A

Treasurer  
(If other title, see  
instructions)

Title Treasurer

On 9/16/2015

Date

860-965-4335

Telephone Number

On

Date

Telephone Number

Filer: Patrick Grossi glj consulting, llc

File Number C-

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 instructions):

a. Nature of activity:

Explain Collective Bargaining to employees.

11.b. Period during which performed:

August - September 2015

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Patrick Grossi

Organization glj consulting, llc

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

Street 1700 Friedensburg Rd.

City Reading

State Pennsylvania ZIP Code + 4 19606

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:

Employees engaged in maintenance of Mall.

12.b. Identify subject labor organizations:

UFCW - Local 152

**BURLINGTON MALL MGMT LLC**

2501 Mt. Holly Road  
Burlington, NJ 08016

August 25, 2015

Patrick Grossi  
GLJ Consulting, LLC  
1700 Friedensburg Road  
Reading, PA 19606

Re: Consulting Agreement with Burlington Mall MGMT LLC ("Client")

Dear Patrick,

This letter agreement (the "Agreement") sets forth the terms under which GLJ Consulting, LLC ("Consultant") will render services to Client. To indicate your acceptance, please sign and date this Agreement below where indicated and return a PDF to me by email.

1. **Engagement.** Subject to the terms and conditions of this Agreement, Client agrees to employ Consultant to (A) communicate on Client's behalf with its six (6) housekeeping and maintenance employees (the "Employees"), in compliance with all applicable laws and regulations, in opposition to the certification petition of the United Food and Commercial Workers International Union (the "Union"), (B) distribute informative materials to such Employees that are pre-approved by Client's counsel, (C) consult regularly with Client's representatives Leon Williams (cell 315-944-5066, office 315-446-9160 x 29, email [lwilliams@mlgmllc.com](mailto:lwilliams@mlgmllc.com)) and Jacqueline S. Ackerman, Esq. (cell 702-809-5900, office 702-968-2474 x 777, email [jackerman@mlgmllc.com](mailto:jackerman@mlgmllc.com)), and any other representatives of Client or its affiliates they may designate, as to the Employees' concerns, the effectiveness of Consultant's communications with them, and the likelihood of defeating the certification petition and other matters incidental thereto (collectively, the "Services"), and Consultant agrees to diligently perform the Services to the best of its ability and indemnify Client and its affiliates against all liability, loss, and expense from any breach of Consultant's obligations hereunder. The Services are personal to Consultant and may not be delegated. You will render the Services on behalf of Consultant, in person.

2. **Term.** Services will be performed commencing on August 28, 2015 and ending at least twenty-four (24) hours prior to the vote on the certification petition (which is expected to be scheduled for September 16, 2015). Client may terminate this Agreement at any time on verbal or written notice. In the event of early termination of this Agreement, Consultant will not be entitled to any further compensation except such as has accrued prior to termination.

3. **Location.** Services will be rendered at Client's address set forth above (the "Property") on days and hours set by Client from time to time in its discretion after consultation with Consultant as to the most efficient use of Consultant's time based on the Employees' work schedules. ~~Since two (2) of the Employees work only on Mondays through Fridays and the other four (4) Employees work only on Saturdays, Consultant will make itself available to render Services on all of the Fridays and Saturdays prior to the election, at times to be agreed upon.~~ Client will provide Consultant with the non-exclusive use of a desk in its office.

JSA

3. **Fees and Expenses.** Client will pay Consultant a fee of Two Hundred Eight Dollars and Thirty-Three Cents (\$208.33) per hour for performing the Services ("Fee"); provided that no additional Fee shall be due for any hours of Services in excess of twelve (12) rendered in any day. When Consultant renders Services for two (2) consecutive days, Consultant will stay at a local hotel near the Property for one (1) night instead of commuting, provided that no Fee will be payable for travel time between the Property and Consultant's home or hotel (though Client will reimburse Consultant for mileage at the IRS mandated rate and tolls). Client will also reimburse Consultant's reasonable lodging expenses (not to exceed One Hundred Thirty Dollars (\$130) per night), and

  
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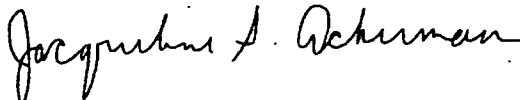
Consultant's reasonable meal expenses (not to exceed Sixty-Five Dollars (\$65) per day), upon submission of documentation thereof reasonably acceptable to Client.

4. **Independent Contractor.** Consultant will render Services as an independent contractor. Nothing herein will be construed to create an employment relationship. Consultant has no authority to bind Client or to incur expenses on behalf of Client. Client's obligations hereunder are conditioned on Consultant's executing and delivering to Client an IRS Form W-9.

5. **Confidential Information and Non-Disclosure.** In the course of Consultant's engagement with Client, Consultant will become acquainted with confidential, proprietary information or trade secrets of Client and/or its affiliates, including without limitation, information gleaned from discussions with Client's representatives and/or Employees ("Client Confidential Information"). Consultant recognizes that Client Confidential Information has been developed or acquired at great expense, is proprietary to Client, and is and will remain the exclusive property of Client. Accordingly, during Consultant's engagement with Client and/or thereafter or until such time as Client Confidential Information becomes generally known, or readily ascertainable by proper means, by persons unrelated to Client, Client will not disclose to others, copy, make any use of, or remove from the Property any Client Confidential Information, except as Consultant's duties may specifically require, without the express written consent of Client. In the event of dispute or litigation, Consultant will have the burden of proof by clear and convincing evidence that Client Confidential Information has become generally known, or readily ascertainable by proper means, by persons unrelated to Client. Consultant agrees that a breach by Consultant of the provisions of this Section 5 will cause Client irreparable injury and damage that cannot be reasonably or adequately compensated by damages at law and that Client will be entitled to injunctive or other equitable relief to prevent a threatened breach, breach or continued breach of this Section 5, without posting any bond, in addition to any other remedies legally available to it. Upon termination for any reason, Consultant will promptly deliver to Client the originals and all copies of any and all materials, documents, notes, manuals, or lists containing or embodying Client Confidential Information, or relating directly or indirectly to the business of Client, in the possession or control of Consultant. Consultant agrees to pay any and all reasonable costs and expenses, including attorneys' fees, incurred by Client in enforcing this provision if it is determined that Consultant breached this provision.

6. **Miscellaneous.** This Agreement embodies the complete agreement of the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous written or oral understandings or agreements between the parties that may have related in any way to the subject matter hereof, shall be governed by and construed in accordance with the internal laws, and not the law of conflicts, of the State of New Jersey, and may be executed in counterparts and by digital, facsimile or email signature. All counterparts together shall constitute one instrument and a digital, facsimile or email signature shall have the same effect as an original signature.

Sincerely,

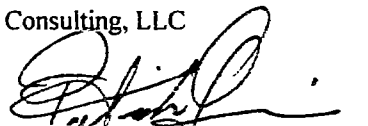


Jacqueline S. Ackerman, Esq.  
Senior Deputy Chief Legal Officer

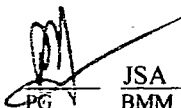
Agreed:

GLJ Consulting, LLC

By:

  
Patrick Grossi, PARTNER

Date: August 26, 2015

  
PG BMM