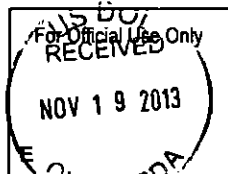


FORM LM-20

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)

537402
READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00525

Person Filing

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

Name

Title

Organization LRI Consulting Services, Inc.

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

Street 7850 South Elm Place, Suite E

City Broken Arrow

State Oklahoma

ZIP Code + 4 74011

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

Organization Miller & Haney LLP

Trade Name, if any on behalf of CoServ

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

Street 7701 South Stemmons Freeway

City Corinth

State TX

ZIP Code + 4 76210

7. Date entered into:

9 / 2 / 2013

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

Name Kevin Haney

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 CEO

14. Signed

Treasurer
(If other title, see
instructions)

Title President

On 10/23/2013 918-455-9995

Date

Telephone Number

On 10/23/2013 918-455-9995

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 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:

various days beginning 9/3/13

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Patrick O'Mara

Organization OMara & Associates LLC

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

Street 6 Drakewood Lane

City Novato

State CA ZIP Code + 4 94947

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:

Linemen Class A1, A2, B1, B2, C1, C2, G1, G2, groundmen, journeymen, servicemen, power quality technicians, system operators, and senior system operators

12.b. Identify subject labor organizations:

Electrical Workers



Proposal

September 18, 2013

Kevin Haney

~~Denton County Electric Cooperative, Inc. dba CoServ~~ Miller & Haney, L.L.P. *th*

7701 South Stemmons Freeway

Corinth, TX 76210

RE: Petition 16-RD-111934

Situation Assessment

You have asked for a proposal to provide consulting services to CoServ Electric (hereafter referred to as "you" or "your") related to union organizing attempts in all of your locations.

Proposed Intervention(s)

We will provide on-site services where our consultant will educate employees about the bargaining and election process and their legal rights. We will assist you and your legal counsel to develop a complete campaign strategy based on your unique circumstances. In addition, our campaign consultant(s) will speak directly with your employees.

Objectives

Our objective is to educate employees without meritorious objections or unfair labor practice charges.

Value to Organization

- You receive a proven program, with over 10,000 successful client engagements;
- 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 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.

Terms and Conditions

The fee for consulting is \$3000 per consultant per day (plus travel expenses). 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.

Payment Terms

All fees are due upon receipt of an invoice for the consulting services and are non-refundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 30 days. 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. The terms set forth in Exhibit A attached hereto are incorporated into this proposal by this reference.

Page 1 of 3 (Initial *th*)

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Labor Relations Institute, Inc.

7850 S. Elm Place • Suite E
Broken Arrow, OK 74011



It is further understood that all materials created by LRI and 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 terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. The parties agree that Texas law governs any dispute between them and to resolve any disputes by arbitration in Dallas, Texas under the American Arbitration Association rules. The terms set forth in Exhibit A attached hereto are incorporated into this proposal by this reference.

Exhibit A to LRI Consulting Proposal

1. **Term: Termination.** The term of LRI's consulting services engagement shall commence on September 23, 2013, and shall continue until terminated pursuant to the following provisions. Either party may terminate LRI's engagement at any time and for any reason upon not less than three (3) business days advance written notice of termination to the other party. Upon such notice, both parties shall continue to perform their respective obligations according to this proposal until the termination is effective.

2. **Performance.** LRI shall perform its services in good and workmanlike manner and in accordance with industry standards and best practices. LRI shall comply with all laws, rules, regulations and requirements of you and any applicable governmental authorities in connection with the performance of the services. In addition, LRI shall, at its own expense, obtain and maintain during the term hereof all necessary licenses, permits, and approvals required in connection with performance of the services.

3. **Confidentiality.** LRI agrees to hold, and will cause its employees, agents and representatives to hold, any information concerning you or your proposed or existing business activities disclosed to, or uncovered or overheard, by, LRI or its employees, agents or representatives within the strictest of confidence and will not disclose or permit any of its employees, agents or representatives to disclose such information to any person, firm or entity without your prior written consent. All information provided by you to LRI will remain your property and will be returned to you upon written request.

4. **Assignment and Benefits.** Neither LRI nor you may assign their rights hereunder without the express written consent of the other party. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5. **Independent Contractor Only.** The relationship of LRI to you is that of an independent contractor. Nothing in this proposal shall be deemed or construed to create any fiduciary or special relationship between the parties. Neither this proposal nor LRI's provision of consulting services shall be deemed or construed to create any sort of kind partnership, agency, or joint venture relationship between the parties.

6. **Modification in Writing.** No cancellation, modification, amendment, deletion, addition or other change in this proposal or any provision thereof or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing and signed by the party to be bound thereby.

23. **Execution.** The parties agree that execution of this proposal by a party and the delivery of such party's signature

Page 2 of 3 (Initial )

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Broken Arrow, OK 74011



LRI Consulting Services, Inc.

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

www.LRIonline.com

by facsimile transmission or electronic (e-mail) transmission shall be fully effective as the original signature of such party to the fullest extent as if it were the original copy thereof.

Acceptance

We accept the proposal above and the intervention(s) selected:

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: September 18, 2013

~~For Denton County Electric Cooperative, Inc. dba~~ *kh*

~~CoServ~~

Miller & Haney, L.L.P.

Kevin Haney, Partner

Date: 10-24-13

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