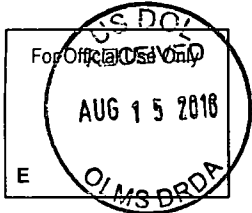


# FORM LM-20

## 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)

625584

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 Clif Bar & Company

Trade Name, if any

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

Street 1451 66th Street

City Emeryville

State CA ZIP Code + 4 94608

7. Date entered into:

5 / 19 / 2016

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

Name Nellie Williams

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 8/9/2016 918-455-9995  
Date Telephone Number

On 8/9/2016 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 5/31/16

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Michael Ciabattoni  
Organization MSC Labor Relations and Legislative

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

Street 27 Catherine Court

City Bear

State Delaware ZIP Code + 4 19701

Additional Name and address through whom performed, if any:

Name Johan Pena

Organization

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

Street 261 NW 57th Ave #1

City Miami

State Florida ZIP Code + 4 33126

12.a. Identify subject groups of employees:

various employees

12.b. Identify subject labor organizations:

pre-petition



## Proposal

May 19, 2016

Nellie Williams  
Human Resources Manager  
Clif Bar & Company  
1451 66th Street  
Emeryville, CA 94608

800-254-3227  
nwilliams@clifbar.com

**RE: Pre-Petition Campaign Consulting**

## Situation Assessment

You want to provide a subject matter expert to educate and prepare your employees for union organizing activity. You want employees to understand that union cards are legal documents, that they need to protect their personal information and some of the common misunderstandings employees have about unions.

## Proposed Intervention(s)

Pre-petition Campaign Consulting: For this option we will provide a senior LRI consultant to communicate your message directly to employees, to answer their questions accurately and assess your vulnerability during small group meetings.

## Objectives

- Train employees on the facts about union cards, common tactics used to get employees to sign cards and the facts to consider before signing a union card.
- Provide a credible subject matter expert who immediately increases your capacity to legally and persuasively respond to potential union organizing activity.
- Assess the organizing union's progress and your vulnerability to determine the level of risk to your direct relationship with employees.
- Prevent NLRB petitions.

## Value to Organization

- You substantially reduce your company's vulnerability to union organizing and become a "hard target" by making it difficult for an organizer to get cards signed using typical tactics.
- You will better understand your level of risk and make better decisions about responding to union organizing.
- You will better understand your employees' issues and your opportunities to improve employee relations and retain the direct relationship privilege.

## Terms and Conditions

The fee for consulting is 3,000 for two senior consultants per day and \$1500 for one assistant consultant per day, plus travel, lodging, and meal expenses. (See addendum for travel expense details.) 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 the delivery of the consulting services and are non-refundable, however, you have the right to terminate the consulting assignment at any time, at your discretion, and will only be responsible for consulting fees incurred up to the date of termination and for the inbound and outbound travel expenses. Consulting fees and travel expenses incurred by consultants will be billed to you and you agree to pay those invoices within thirty (30) days of receipt. 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.

Page 1 of 2 (Initial mw)

featured in



Forbes



Labor Relations Institute, Inc.

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



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.

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 to criminal penalties. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

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 Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.

### Acceptance

We accept the proposal above and the intervention selected:

Pre-petition Campaign Consulting

Regarding travel expenses for flying and/or renting a car:

Travel expenses means the lowest, reasonable coach class airfare for each LRI consultant and assistant consultant assigned to you or the rental of one vehicle instead of flying (if that is their preferred means of travel) to Indianapolis up to the cost of the coach airfare travel. Travel expenses also means car rental here in Indianapolis. Car rental shall be at a reasonable rate and for one compact or mid-sized vehicle.

The meal expense limit shall be \$55.00 per day per person. You will not pay for alcoholic beverages. Lodging will be reimbursed at the single room rate for the reasonable cost of economy or mid-level hotel accommodations. Any charges incurred through personal use of services such as mini bars, room service, pay-per-view movies, health club or spa charges; any calls using a hotel phone; and other extraneous costs, will not be reimbursable by you. LRI will notify and obtain your approval in advance with respect to the proposed hotel and vehicle rental.

The amount of the travel, lodging, meal, and gas expenses shall be itemized separately in the invoice for consulting services sent to you. For expenses to be reimbursable, LRI shall include with the invoice copies of receipts validating those expenses.

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: May 19, 2016

For Clif Bar & Company

Nellie Williams, Human Resources Manager

Date: 5-23-16