U.S. Department of Labor Office of Labor-Management Standards Washing

# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved Office of Management and Budget No. 1215-0188 Expires 09-30-2011



his report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil enalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals nd 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. 1. File Number: C- 00525 Person Filing 2. Name and mailing address (include ZIP Code): 3. Any other address where records necessary to verify this report are kept: Name Name Title Title Organization Organization LRI Consulting Services Inc P.O. Box, Bldg., Room No., if any P.O. Box, Bldg., Room No., if any Street Street 7850 South Elm Place Suite E City City Broken Arrow ZIP Code + 4 State Oklahoma ZIP Code + 4 74011 State 5. Type of person: 4. Date fiscal year ends: c. Corporation d. Other (Specify): 31 Individual b. Partnership Dec Nature of Agreement or Arrangement 6. Full name and address of employer with whom made (include ZIP Code): 7. Date entered into: 2011 8. Name of person(s) through whom made: Organization Anderson Rubbish Disposal Name Chuck Anderson Trade Name, if any Name P.O. Box, Bldg., Room No., if any Name Street 4590 Industrial Street City Simi Valley Name State California ZIP Code + 4 93063 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.) true, correct, and g President 14. Signed reasurer (If other title, see (If other title, see instructions) instructions) President Treasurer Title Title 8/15/2011 918-455-9995 8/15/2011 918-455-9995 Telephone Number Date Date Telephone Number

Filer: LRI Consulting Services Inc		File Number C- 00525	
Check the appropriate box to indicate whether an object of the activities upon the control of the con	ndertaken, is directly or indirectly:		
	•		
To persuade employees to exercise or not to exercise, or persuad collectively through representatives of their own choosing.	e employees as to the manner of	exercising, the right to organize and bargain	
b. To supply an employer with information concerning the activities o such employer, except information for use solely in conjunction w	of employees or a labor organization ith an administrative or arbitral pro	on in connection with a labor dispute involving occeding or a criminal or civil judicial proceeding.	
10. Terms and conditions (Explain in detail; see instructions. Written agreement	ents must be attached.):		
See attached			
Specific Activities to be Performed			
11. For each activity, separately list in detail the information required (See ins	structions):		
a. Nature of activity:			
Engaged to communicate to employees regarding excollectively.	kercising their rights	to organize and bargain	
11.b. Period during which performed:	11.c. Extent performed:		
various days beginning 7/20///	Fully Performe	ed ,	
11.d. Name and address through whom performed:	Additional Name and addre	ss through whom performed, if any:	
Name Simon Jara	Name		
Organization	Organization	Organization	
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No.	P.O. Box, Bldg., Room No., if any	
Street 10380 Rochelle Avenue	Street	•	
City Santec	City		
State California ZIP Code + 4 92071	State	ZIP Code + 4	
12.a. Identify subject groups of employees:	12.b. Identify subject labor	12.b. Identify subject labor organizations:	

Teamsters

Truck Drivers, Mechanics, Welders, Forklift Operators, Yard Personel

phone 800-888-9115

fax 918-455-9998



### **Proposal**

July 25, 2011

Chuck Anderson Owner Anderson Rubbish Disposal 4590 Industrial Street Simi Valley, LA 93063

805-526-1919 chuckanderson@sbcglobal.net

RE: 31-RC-008885

#### 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)

• Guaranteed Consulting: For this option we will provide expert campaign consulting with an on-site facilitator 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 for the duration of your campaign. This option does not include representation before the NLRB, which would require an additional engagement if desired by the client.

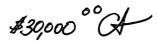
# Objectives

- 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.





#### **Terms and Conditions**

The fee for the Guaranteed Option is a project price of \$35000 (plus expenses) which assumes approximately 10 days of consulting. Should additional days of consulting be requested by the client it is understood those additional days will be billed at our customary rate of \$3,000 per day and added to the project price. This fee includes a nonrefundable \$3,000 communication support materials. The remainder of the fee guarantees an election win. For purposes of this agreement, an "election win" is defined as a withdrawal of the petition or a win at the ballot box, and an election loss is defined as a certification by the NLRB that the union was selected as representative of your employees. This agreement covers consulting up to and including the initial election date (August 30, 2011) directed or stipulated to by the company and the union. Should the election date be extended beyond this date for any reason whatsoever, the parties agree to enter into another agreement for additional consulting or to pay for additional consulting days at our customary rate of \$3,000 per consultant per day. Should the client fail to schedule additional consulting days on a mutually agreeable schedule the parties understand and agree that the initial retainer fee shall become nonrefundable and due to LRI. Travel expenses and any additional consulting days beyond the election date in this agreement will be billed separately and are not subject to the guarantee.

### **Payment Terms**

For the Guaranteed Option we require a 50% retainer due upon acceptance of the proposal. We will apply that retainer to the project price. Based on the vote count and in the event of a "win," you agree to pay the balance of the project price within 7 days of the NLRB election. Should your company lose the NLRB election, LRI will refund the initial retainer payment paid (less the \$5,000 com tools fee) within 7 days. 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.

# Acceptance:

We accept the proposal above and the intevention(s) selected: **Guaranteed Consulting** 

For LRI Consulting Services, Inc.

For Anderson Rubbish Disposal

Chuck Anderson, Owner

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Labor Relations Institute, Inc.

