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.

QLMS OF	469764		
1. File Number: C- 00525			
Person Filing			
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. Corporation d. Other (Specify):	
Nature of Agreement or Arrangement			
6. Full name and address of employer with whom made (include ZIP Code):		7. Date entered into: 10 / 12 / 2011	
Name		,	
Organization Bob's Discount Furniture		8. Name of person(s) through whom made:	
Trade Name, if any		Name Bob Dawley	
P.O. Box, Bldg., Room No., if any		Name	
Street 428 Tolland Turnpike		Name	
City Manchester		Name	
State Connecticut	ZIP Code + 4 06040	Name	
Signatures			
Each of the undersigned declares, under the information contained in any accomplete, correct, and complete. (See Section 13. Signed President  President	er genalty of perjury and other applicable panying documents) has been examined of VI on penalties in the instructions.)  President (If other title, see instructions)	penalties of law, that all of the information submitted in this report (including by the signatory and is, to the best of the undersigned's including by the signatory and is, to the best of the undersigned's including by the signatory and is, to the best of the undersigned's including by the signature (if other title, see instructions)  Treasurer  Title  Treasurer	
On <u>  - 6-  </u> Date	7/8 -455 - 9995 Telephone Number	On 11-16-11 918-455-9995  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:	11.c. Extent performed:		
various days beginning 10/13/11	Fully Performed		
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:		
Name Scott Michel	Name		
Organization	Organization		
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any		
Street 819 Herman Road	Street		
City Horsham	City		
State Pennsylvania ZIP Code + 4 19044	State ZIP Code + 4		
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:		
Sales Associates	Food & Commercial Workers		

File Number C- 00525

Filer:

LRI Consulting Services Inc



## Proposal

October 12, 2011

Bob Dawley VP of Human Resources Bob's Discount Furniture 428 Tolland Tpke Manchester, CT 06040

(860) 474-1316 bob.dawley@mybobs.com

RE: 1-RC-63933

#### 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 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. 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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## **Terms and Conditions**

The fee for the daily fee consulting is \$3,000 a day (plus travel expenses). The retainer amount is \$6000 per consultant per week.

## **Payment Terms**

All fees are due upon the delivery of the consulting services and are non-refundable. The retainer amount above is due upon acceptance and before we will commence work. We will credit invoices for days worked against this retainer and you agree to refill the retainer in the amount above for each week of the assignment. Expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and you agree to settle those statements within 7 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.

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:

Campaign Consulting

For LRI Consulting Services, Inc.

For Bob's Discount Furniture

Bob Dawley, VP of Human Resources

Date: 10/14/2011

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