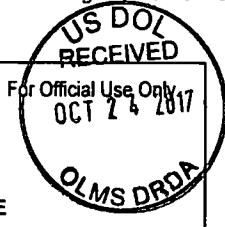


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 07-31-2019



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.

657445

1. File Number: C- 00633

Person Filing

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

Name Steven A Beyer
Title Partner
Organization The Crossroads Group Labor Relations Con
P.O. Box, Bldg., Room No., if any 505
Street 63 Via Pico Plaza
City San Clemente
State California ZIP Code + 4 92672

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 Ryan Mcmanis
Organization Level 3 Communications
Trade Name, if any
P.O. Box, Bldg., Room No., if any
Street 1025 Eldorado Blvd.
City Broomfield
State Colorado ZIP Code + 4 80021

7. Date entered into:

8 / 16 / 2017

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

Name Ryan Mcmanis
Name Brian Mumaugh
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

Title Other (Specify)
Partner

On 10/4/2017 (949) 248-0884
Date Telephone Number

14. Signed

Title Other (Specify)
Partner

On 10/12/17 (818) 999-5632
Date Telephone Number

Treasurer
(If other title, see
instructions)

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.):

Payment on a fee-for-service basis, at a flat rate of \$3,000 per day plus reasonable and customary expenses.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

To assist the Employer with communication efforts to advise employees of their Section 7 rights and furnish them with information related to third-party representation.

11.b. Period during which performed:

9/6-8

11.c. Extent performed:

Complete

11.d. Name and address through whom performed:

Name Steven A Beyer
Organization The Crossroads Group Labor Relations Cons
P.O. Box, Bldg., Room No., if any 505
Street 63 Via Pico Plaza
City San Clemente
State California ZIP Code + 4 92672

Additional Name and address through whom performed, if any:

Name Michael D Penn
Organization The Crossroads Group Labor Relations Cons
P.O. Box, Bldg., Room No., if any 505
Street 63 Via Pico Plaza
City San Clemente
State California ZIP Code + 4 92672

12.a. Identify subject groups of employees:

Various employees of the Tulsa, Oklahoma location.

12.b. Identify subject labor organizations:

Communication Workers of America (CWA) and other labor organizations generally.



THE CROSSROADS GROUP
Labor Relations Consultants

Personal & Confidential

August 4, 2017

Mr. Ryan McManis, Vice President and Assistant General Counsel
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021

Re: Agreement for Professional Services

Mr. McManis,

In accordance with our conversation and mutual agreements, this letter will confirm that Level 3 Communications ("Client") has retained The Crossroads Group Labor Relations Consultants ("Consultant") regarding general personnel and labor relations activities at several of Client's locations commencing on or about August 14, 2017 and ending no later than September 30, 2017. This agreement may be terminated at any time by either Client or Consultant and may be extended by mutual agreement between the parties.

Our fees for this project will be charged on a daily basis. You will receive my personal services and those of my partner, Steve Beyer, at the discounted rate of \$3,000.00 per day, per partner. Client will be billed at the discounted daily rate of \$2,800.00 for any other senior consultants authorized by Client. In addition, Client will be billed for one-half portal-to-portal travel time, capped at a daily maximum of four hours (one-half of eight hours travel time), and reasonable and customary out-of-pocket expenses. Hourly travel time shall be computed by dividing the applicable daily rate by eight. Client will not be charged the daily rate for any day that Consultant travels without performing any other consulting services.

We agree to send you statements clearly showing the basis for our fees and charges by detailing the services rendered and costs incurred on a weekly basis. All fees and expenses not previously paid are due and payable in full within forty-five (45) days of Client's receipt of each statement. Client understands that if payment is not made in full within forty-five (45) days of Client's receipt of each statement, Client's account shall be considered past due and an interest charge may be added to the outstanding balance in an amount equal to one and one-half percent (1.5%) per month.



Level 3 Communications, LLC

August 4, 2017

Page 2

Consultant is retained to provide independent and objective professional judgment and recommendations; accordingly, a difference of opinion on a question of professional judgment shall not excuse the Client from fees and costs incurred in the collection of any outstanding accounts receivable.

If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. In the event that Consultant does so participate in any manner, the Client shall pay to Consultant all professional fees and other fees of Consultant in effect as well as the cost and expenses, including reasonable attorneys' fees, incurred in anticipation and resulting from such proceedings. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed.

Any controversy or claim arising out of or relating to this Agreement, its validity, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). A single neutral arbitrator shall be appointed in accordance with the AAA Rules to resolve the dispute.

The arbitrator shall be an attorney who is knowledgeable in business and labor laws, and who is experienced in labor relations and union organizing activities involving employers. The arbitration hearing shall be held in Denver, Colorado. This contract shall be interpreted and governed by the laws of the State of Colorado. The arbitrator shall award to the prevailing party all its costs and fees, including AAA filing and administrative fees and attorneys' fees.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should any party refuse to arbitrate or file a court action regarding a claim, which is subject to arbitration under this Agreement, the other party shall be entitled to recover its costs and reasonable attorneys' fees in enforcing this arbitration agreement in court.

During the course of our representation, we will endeavor to keep you fully advised as to the status and progress of this matter, including our view of your rights and potential liabilities or exposure, and our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. However, we must emphasize that our firm has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter or the actual amount of any fees or costs you will incur. Often, the results in a matter and the costs and expenses are controlled by external factors beyond our control, including the factual circumstances, course of the project, logistics, etc.



Level 3 Communications, LLC

August 4, 2017

Page 3

If the terms and conditions of this letter are satisfactory to you, please evidence your consent to such terms and conditions by signing this letter and returning it to me by electronic mail.

This is a final agreement and this agreement supersedes any other oral or written representations by either Client or Consultant.

We very much appreciate the opportunity to work with you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.

Respectfully,

Michael Dana Penn

Michael Dana Penn

Partner

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 4th day of August, 2017

Level 3 Communications, LLC

By: _____ Title: _____

Ryan McManis

Date: _____



Level 3 Communications, LLC
August 4, 2017
Page 3

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Respectfully,

Michael Dana Penn

Michael Dana Penn
Partner

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 4th day of August, 2017

Level 3 Communications, LLC

By: *[Signature]*
Ryan McManis

Title:

Vice President + Assistant General Counsel

Date:

8/16/17