

# FORM LM-20

## AGREEMENT AND ACTIVITIES REPORT

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.

531672

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 NDI Driveshaft

Trade Name, if any

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

Street 8251 S. International Drive

City Columbus

State IN ZIP Code + 4 47201

#### 7. Date entered into:

5 / 31 / 2013

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

Name Ira Levinsky

Name

Name

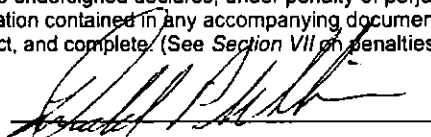
Name

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 6/19/2013 918-455-9995

Date Telephone Number

On 6/19/2013 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 6/3/13

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Joseph Brock  
Organization East Coast Labor Relations LLC  
P.O. Box, Bldg., Room No., if any  
Street 151 Forge Road  
City Delran  
State NJ ZIP Code + 4 08075

Additional Name and address through whom performed, if any:

Name Scott Michel  
Organization  
P.O. Box, Bldg., Room No., if any  
Street 819 Herman Road  
City Horsham  
State PA ZIP Code + 4 19044

12.a. Identify subject groups of employees:

Production and maintenance

12.b. Identify subject labor organizations:

Auto Workers

<b>Specific Activities to be Performed (Continuation Page)</b>	
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:
11.d. Name and address through whom performed: Name      Russell                      Brown Organization    RoadWarrior Productions LLC P.O. Box, Bldg., Room No., if any Street    108 South Indian Circle City      Coca State    FL                                      ZIP Code + 4    32922	Additional Name and address through whom performed, if any: Name      Eric                                  Vanetti Organization    Vantage Point Alliance P.O. Box, Bldg., Room No., if any Street    18632 River Crossing Blvd City      Davidson State    North Carolina                      ZIP Code + 4    28036
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	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: Production and maintenance	12.b. Identify subject labor organizations:



**LRI Consulting Services, Inc.**

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

[www.LRIonline.com](http://www.LRIonline.com)

## **Proposal**

May 31, 2013

Ira Levinsky, Director of Human Resources  
NTN Bower  
1600 East Bishop Court  
Mt. Prospect, IL 60056-7604

847-298-7500 X20350  
ILevinsky@ntnusa.com

**RE: Petition 10-RD-105644**

## **Situation Assessment**

You have requested that LRI provide consulting services to assess your vulnerability 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 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 objectives 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 a project price of \$180,000 which assumes approximately 60 consulting days and includes all consulting and communication materials (reasonable travel expenses are not included in this price and will be billed separately). 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 consultant per day and added to the project price. 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**

We require a retainer of \$45,000. All other fees are due upon the delivery of the consulting services and are non-refundable. You also agree to coordinate, arrange and pre-pay consultants' airfare, hotel accommodations and, if deemed necessary, a rental car. Any expenses incurred by consultant will be billed to you and are due upon receipt

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Broken Arrow, OK 74011



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and you agree to settle those statements within <sup>15</sup> 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 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(s) selected:

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: May 31, 2013

For NTN Bower

Ira Levinsky, Director of Human Resources

Date:

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