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. 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: Individual b. Partnership c. Corporation d. Other (Specify): Dec 31 Nature of Agreement or Arrangement 6. Full name and address of employer with whom made (include ZIP Code): 7. Date entered into: ´ 22 / 2011 Name 8. Name of person(s) through whom made: Organization Cooper University Hospital Lesneski Name Gary Trade Name, if any Name P.O. Box, Bldg., Room No., if any Name Street Three Cooper Plaza, Suite 316 City Camden Name State New Jersey ZIP Code + 4 08103 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 confained 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 ga penalties in the instructions.) gned's knowledge and belief, President Treasurer (If other title, see (If other title, see instructions) instructions) President Treasurer Title Title

7/13/2011

Date

918-455-9995

Telephone Number

On

7/13/2011

Date

918-455-9995

Telephone Number

Filer: LRI Consulting Services, Inc.	File Number <b>C-</b> 00525
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 6/27/11	Fully performed
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:
Name	Name
n DIG and Descriptor Inc.	
Organization BJC and Associates Inc	Organization
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any
Street 10108 Fehlberg Ct	Street
City St John	City
State Indiana ZIP Code + 4 46373	State ZIP Code + 4
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:
various employees	pre-petition

File Number C- 00525





# **LRI Consulting Services**

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

www.LRlonline.com

#### **Proposal**

June 3, 2011

Gary Lesneski Senior Executive Vice-President & General Counsel Cooper University Hospital Three Cooper Plaza, Suite 316 Camden, NJ 08103

856-968-7381 lesneski@gary@cooperhealth.edu

# RE: Pre-Petition/Card-Signing

#### **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)

• Inoculation Meetings: For this option we will provide a Senior LRI consultant to conduct union "inoculation" meetings with your employees. We will provide at least one on-site facilitator to assess union vulnerability and communicate your message directly to employees.

#### **Objectives**

- Train employees on the facts about union cards, common tactics used to get employees to sign cards and facts they should consider before they ever sign a union card;
- Provide a credible subject matter expert who immediately increases your capacity to legally and persuasively respond to potential union organizing activity;
- Prevent NLRB petitions at company location(s) and train employees on the advantages of a direct relationship over a third party relationship.

### Value to Organization

- You substantially reduce your company's vulnerability to union organizing activity by making it a "hard target" and difficult for an organizer to get cards signed using typical tactics;
- We will be able to assess overall vulnerability and by communicating directly with employees we get a solid read on whether union organizing activity has gained traction;
- You will have a more positive work environment where associates are treated with respect and managers are confident that they have the skills to earn the "direct relationship privilege."

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Labor Relations Institute, Inc.

7350 S. Elmi Place Suito 3 Broken Arrow, Oktahomo 74011





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

www.LRIonline.com

#### Terms and Conditions

The fee for the project fee consulting is a project price of \$75000 which assumes approximately 30 days of consulting 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 a daily rate of \$2,500 per consultant, per day.

**Payment Terms** 

All fees are due upon the delivery of the consulting services and are non-refundable. We require a full fee payment upon acceptance of proposal. 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 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:
\_\_\_\_\_\_\_ Inoculation Meetings

For LRI Consulting Services, Inc.

For Cooper University Hospital

Gary Lesneska, Senior Executive Vice-President & General Counsel

Date: 6/22/11

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Labor Relations Institute, Inc.

7850 S. Elm Place · Suite E · Broken Arrow, Oklahoma 74011