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. 1245-0003 Expires 10-31-2013



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: 00525 Person Filing 3. Any other address where records necessary to verify this report are kept: 2. Name and mailing address (include ZIP Code): Name Donald Wilson Name CEO Title Organization Organization LRI Consulting Services, Inc. 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 ZIP Code + 4 74011 ZIP Code + 4 State Oklahoma State 5. Type of person: 4. Date fiscal year ends: c. Corporation d. Other (Specify): Individual b. Partnership 31 Dec Nature of Agreement or Arrangement 7. Date entered into: 6. Full name and address of employer with whom made (include ZIP Code): 15 2013 Name 8. Name of person(s) through whom made: Organization Scribe America Name Luis Moreno, Jr., MD Trade Name, if any Name P.O. Box, Bldg., Room No., if any Name Street 20900 NE 30th Avenue, Suite 703 City Aventura Name ZIP Code + 4 33180 State FL Name

				Sign	<u>atures</u>			
the tru	e informa	tion contained in any ac	under penalty of perjury ecompanying documents Section VII on penalties i	<ul> <li>s) has been examine</li> </ul>	le penalties of law, that all of the information submed by the signatory and is, to the best of the under		nation submitted in this re of the undersigned's know	ed in this report (including ined's knowledge and belief, Treasurer
Title		CEO		(If other title, see instructions)	Title	President		(If other title, see instructions)
	On	8/28/2013 Date	918-455-9995 Telephone Numbe	<del></del>	On	8/28/2013 Date	918-455-9995 Telephone Number	

File: LRI Consulting Services, Inc.		File Number C- 00525		
	-t t- at 41 - * ** **	<del></del>		
Check the appropriate box to indicate whether an object of the activities undertained.	aken, is directly or indirectly:			
To persuade employees to exercise or not to exercise, or persuade employees to exercise or not to exercise, or persuade employees to exercise or not to exercise, or persuade employees to exercise or not to exercise, or persuade employees.	ployees as to the manner of exercising, the right to organize and bargain			
b. To supply an employer with information concerning the activities of emp such employer, except information for use solely in conjunction with an	oloyees or a labor organizatio administrative or arbitral pro	n in connection with a labor dispute involving ceeding or a criminal or civil judicial proceeding.		
10. Terms and conditions (Explain in detail; see instructions. Written agreements r	must be attached ):			
	made be anadirousy.			
See Attached				
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Specific Activities to be Performed				
11. For each activity, separately list in detail the information required (See instructi	ons):			
a. Nature of activity:				
Engaged to communicate to employees regarding exercising	their rights to orga	nize and bargain collectively.		
	44 a Fishest and amount			
11.b. Period during which performed: 7/26/13	11.c. Extent performed: Fully Performed			
11.d. Name and address through whom performed:	· · · · · · · · · · · · · · · · · · ·	ss through whom performed, if any:		
Name Patrick O'Mara	Name			
Organization OMara & Associates LLC	Organization			
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any			
Street 6 Drakewood Lane	Street			
City Novato	City			
State CA ZIP Code + 4 94947	State	ZIP Code + 4		
12.a. Identify subject groups of employees:	12.b. Identify subject labor	organizations:		
various employees	pre-petition			

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

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## **Proposal**

July 15, 2013

Luis A. Moreno Jr., MD, ABEM Diplomate Scribe America 20900 NE 30th Avenue, Suite 703 Aventura, FL 33180

818-515-7035 Imoreno@scribeamerica.com

**RE: Pre-Petition/Inoculation Meetings** 

#### 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 eards 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."

# **Terms and Conditions**

The fee for consulting is \$3,000 per consultant per day (plus travel expenses). 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

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worked on each calendar day.

#### **Payment Terms**

All fees are due upon the delivery of the consulting services and are non-refundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and 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 also agree to coordinate, arrange and pre-pay consultant's airfare, hotel accommodations and, if deemed necessary, a rental car. 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

c accept the proposal above and the intervention(s) selected:  Inoculation Meetings				
For LRI Consulting Services, Inc.	For Scribe America			
Phillip B. Wilson, President/General Counsel Date: July 15, 2013	Luis A. Moreno Jr., MD, ABEM Diplomate  Date: 07/16/2013			

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