U.S., Department of Labor . Office if 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

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No reports mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil REGUENES Dovided 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)

JAN 1 3 2017

CAS DRO	BEAD THE INSTRUCTIONS CAREFUL	LY BEFORE	PREPARING THIS RE	PORT.		
1. File Number: <b>C-</b> 00525						
Person Filing		ı				
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	<b>ZIP Code + 4</b> 74011	State		ZIP Code + 4		
4. Date fiscal year ends:	5. Type of person:	•				
Dec / 31	a. Individual b. Partnership	c. Corpor	ation d. Other (Sp	ecify):		
	-					
Nature of Agreement or Arrangemen	it					
6. Full name and address of employer with whom made (include ZIP Code):			7. Date entered into: 8 11 2016			
Name						
Organization Amex Inc. Industrial Services			8. Name of person(s) through whom made:			
Trade Name, if any			Name Jay Flanagan			
P.O. Box, Bldg., Room No., if any			Name			
Street 256 Marginal St			Name			
City Boston		Name				
State MA	<b>ZIP Code + 4</b> 02128	Name				
	Signa	tures				
Each of the undersigned declares, under the information contained in any accompany true, correct, and complete. (See Section 13. Signed  Title  CEO	er penalty of perjury and other applicable apanying documents) has been examined on VII of penalties in the instructions.)  President (If other title, see instructions)	penalties of laby the signator  14. Signed  Title	w, that all of the information and is, to the best of Problem.  President	ation submitted in this re f the undersigned's know	port (including rledge and belief, Treasurer (If other title, see instructions)	
On 12/27/2016	918-455-9995	On	12/27/2016	918-455-9995		
Date	Telephone Number		Date	Telephone Number	123	
	<del></del>					

Filer: LRI Consulting Services, Inc.	File Number C- 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 instruction	ons):					
a. Nature of activity:						
Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.						
ALL Devided and the second						
11.b. Period during which performed: 8/12/16	11.c. Extent performed:  Fully Performed					
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:					
Name Carlos Flores	Name					
Organization C&C Consultant	Organization					
•						
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any					
Street 30000 Avenida Cima Del Sol	Street					
City Temecula	City					
<b>State</b> CA <b>ZIP Code + 4</b> 92591	State ZIP Code + 4					
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:					
various employees	pre-petition					

## **Proposal**

August 12, 2016

Jay Flanagan President Amex Inc. 256 Marginal St Boston, MA 02128

617-413-7877 iflanagan@amexinc.net

RE: Pre-Petition Campaign Consulting

#### 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)

Pre-petition Campaign Consulting: For this option we will provide a senior LRI consultant to communicate your message directly to employees, to answer their questions accurately and assess your vulnerability during small group meetings.

### **Objectives**

- Train employees on the facts about union cards, common tactics used to get employees to sign cards and the facts to consider before signing a union card.
- · Provide a credible subject matter expert who immediately increases your capacity to legally and persuasively respond to potential union organizing activity.
- Assess the organizing union's progress and your vulnerability to determine the level of risk to your direct relationship with employees.
- · Prevent NLRB petitions.

### Value to Organization

- · You substantially reduce your company's vulnerability to union organizing and become a "hard target" by making it difficult for an organizer to get cards signed using typical tactics.
- You will better understand your level of risk and make better decisions about responding to union organizing.
- · You will better understand your employees' issues and your opportunities to improve employee relations and retain 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 worked on each calendar day.

Page 1 of 2 (Initial

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## **Payment Terms**

All fees are due upon the delivery of the consulting services and are nonrefundable. 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 14 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.

phone 800-888-9115

fax 918-455-9998

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.

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 to criminal penalties. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

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 selected:
Pre-petition Campaign Consulting

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: August 12, 2016

For Amex Inc

ay,∕∕lanagan, President

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Page 2 of 2 (Initia

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