

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 11-30-2006



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.

476435

1. File Number: C- 00633

Person Filing	
2. Name and mailing address (include ZIP Code): Name Michael D Penn Title Partner Organization The Crossroads Group P.O. Box, Bldg., Room No., if any Street 63 Via Pico Plaza, Suite 505 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. <input type="checkbox"/> Individual b. <input checked="" type="checkbox"/> Partnership c. <input type="checkbox"/> Corporation d. <input type="checkbox"/> Other (Specify):

Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code): Name Organization San Manuel Band of Mission Indians Trade Name, if any P.O. Box, Bldg., Room No., if any Street 26569 Community Center Drive City Highland State California ZIP Code + 4 92346	7. Date entered into: 2 / 3 / 2012 8. Name of person(s) through whom made: Name Lynn Valbuena 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 Michael Dana Penn President
(If other title, see instructions)
Title Other (Specify)
Partner

On 02/27/2012 818-999-5632
Date Telephone Number

14. Signed [Signature] Treasurer
(If other title, see instructions)
Title Other (Specify)
Partner

On 2-29-2012 949-248-0884
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.):

Payment on a fee-for-service basis at the hourly rate of \$350.00 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 advise employees of their Section 7 rights and the potential consequences of third-party representation

11.b. Period during which performed:

02/03/12 - Present

11.c. Extent performed:

Ongoing

11.d. Name and address through whom performed:

Name Michael D Penn

Organization The Crossroads Group

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

Street 63 Via Pico Plaza, Suite 505

City San Clemente

State California

ZIP Code + 4 92672

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:

Public Safety Officers, Public Safety Assistants, Dispatchers, and Administrative personnel of the Department of Public Safety

12.b. Identify subject labor organizations:

IBT Local 63

CONSULTING AGREEMENT

This Agreement is entered into and made effective as of February 3, 2012, by and between The Crossroads Group ("Consultant") and San Manuel Band of Mission Indians, a federally recognized Indian tribe ("Tribe"), who agree as follows:

1. **Consulting Activity.** Consultant agrees to perform general personnel and labor relations activities at Tribe's location in Highland, California (hereinafter referred to as "Basic Services").

2. **Compensation.** Tribe agrees to pay to Consultant for its performance of the Basic Services: i) Consultant's hourly billing rate of Three Hundred Fifty Dollars (\$350.00) in minimum units of a quarter of an hour for all time actually expended on Tribe's behalf, with a minimum of four hours, excluding travel time, for any day Consultant holds meetings; ii) one-half travel time to and from Consultant's home or office to the Tribe's location; and iii) reasonable and customary out-of-pocket expenses. Consultant shall submit a weekly invoice to Tribe including a description of the services rendered from the previous Sunday through Saturday, dates performed and breakdown of hours billed. Consultant is and shall perform Basic Services under this Agreement as an independent contractor and shall not act as or be deemed as agent, employee or legal representative of Tribe. Approved invoices shall be paid within ten (10) days of receipt.

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 Consultant for its time actually expended in anticipation and resulting from such proceedings, per the terms set forth above in Section 2(i)-(iii). These fees and expenses are in addition to any fees paid or owed for Basic Services performed or to be performed.

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.

Consultant has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter related to the aforementioned Consulting Services.

3. **Term.** This Agreement shall commence on the effective date above and terminate upon completion of the Basic Services and payment therefore, subject to earlier termination by one of the parties on written notice. The rights and obligations of the parties set forth in paragraph 4 shall survive termination of this Agreement.

4. **Confidential Information.** All information pertaining to the Basic Services shall be treated by Consultant as confidential, and Consultant agrees to maintain in strict confidence all of Tribe's confidential information, whether heretofore or hereafter disclosed to Consultant, and not to disclose or to permit disclosure of such confidential information to other persons, and Consultant agrees not to use the information other than on Tribe's behalf for the purposes furnished, except as Tribe may otherwise authorize in writing. Consultant agrees to take all reasonable precautions to safeguard all such confidential information; and upon Tribe's request,

reasonable precautions to safeguard all such confidential information; and upon Tribe's request, Consultant shall return to Tribe or destroy all such information in accordance with Tribe's instructions. This Agreement is premised on the understanding that neither this Agreement nor any of its terms or substance shall be disclosed, directly or indirectly, to any other person except (a) to Consultant's officers, directors, employees and advisors on a confidential and need-to-know basis or (b) as required by applicable law or compulsory legal process (in which case Consultant shall inform Tribe promptly thereof prior to such disclosure).

5. **Miscellaneous.**

a. This Agreement constitutes the entire and integrated agreement between the parties and all prior and contemporaneous negotiations, representations and agreements, written or oral, if any, between the parties with regard to the subject matter of this Agreement are superseded and canceled hereby and shall not be used to interpret or construe this Agreement. No amendment or other modification of this Agreement shall be effective or enforceable unless in writing duly signed by the parties hereto.

b. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Neither party shall assign all or any part of this Agreement without the other party's prior written consent.

SAN MANUEL BAND OF MISSION INDIANS

a Federally recognized Indian tribe

By: Lynn Valbuena

Name: Lynn Valbuena

Its: Vice Chairwoman

CONSULTANT

By: Michael Dana Penn

Name: MICHAEL DANA PENN

Its: PARTNER