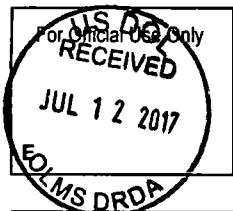


FORM LM-20

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.

652810

1. File Number: C- 00525

Person Filing

2. Name and mailing address (include ZIP Code):

Name Phillip B Wilson

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 The Chefs' Warehouse Midwest, LLC

Trade Name, if any

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

Street 100 East Ridge Road

City Ridgefield

State CT ZIP Code + 4 06877

7. Date entered into:

5 / 10 / 2017

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

Name Patricia Lecouras

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 7/5/2017

Date

918-455-9995

Telephone Number

On 7/5/2017

Date

918-455-9995

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 5/11/17

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Amed Santana

Organization Santana International Inc

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

Street 5908 Via Cuesta Dr

City El Paso

State Texas ZIP Code + 4 79912

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:

various employees

12.b. Identify subject labor organizations:

pre-petition



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Proposal
May 10, 2017

Patricia Lecouras
Chief Human Resources Officer
The Chefs' Warehouse Midwest, LLC
100 East Ridge Road
Ridgefield, CT 06877

203-894-1345
plecouras@chefswarehouse.com

RE: Campaign Consulting

Situation Assessment

The Chefs' Warehouse Midwest, LLC ("CW") has requested LRI Consulting Services, Inc. ("LRI") to provide materials and consulting services to help CW win its upcoming NLRB election (the "Services"). LRI agrees to provide Services as of May 11, 2017. The Services are intended to educate CW employees on the disadvantages of unions and convince them to put their trust in a direct relationship with CW rather than the union. LRI will provide consulting that is persuasive, does not interfere with employees' protected rights and provides the best opportunity to build trust with CW employees.

Proposed Intervention(s)

LRI will provide expert campaign consulting with an on-site facilitator to communicate CW's message directly to employees in employee meetings and one-on-one. LRI's consultant will work with managers and supervisors at CW's Chicago location to increase CW's own internal capacity for handling employee relations issues after the campaign is over. Based on a joint assessment of the need, we will assign appropriate consulting resources to CW's campaign for a pre-approved schedule of meetings.

Objectives

LRI's objective is for the Services to result in the following outcomes:

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.
- Retain CW's direct-relationship with employees and preserve the operational flexibility needed to remain productive and profitable.

Terms and Conditions

1. The fee for consulting is \$3,000 per consultant per day for one (1) consultant (plus travel expenses). CW shall pay all reasonable travel expenses. For purposes of this agreement CW approves coach airfare to and from the client location, mid-class hotel accommodations near the client location (i.e. Hampton, Courtyard, Holiday Inn Express, etc.), mid-size rental car, and actual cost of meals not to exceed \$75 per day. All other expenses must be approved in writing by CW. For purposes of this proposal a consulting day means each calendar day of at least seven (7) hours worked by each consultant.
2. CW may, without liability to LRI, terminate this Agreement for any reason upon prior written notice to LRI. Sections two (2), three (3), four (4), five (5), six (6), seven (7), and eight (8) shall survive the termination of this Agreement.
3. All undisputed fees are due net 30 days from CW's receipt of the invoice, which shall be sent to CW

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upon the completion of the Services. All undisputed fees are nonrefundable. CW will receive regular statements outlining the travel expenses expended, which are to be expended only after CW has pre-approved such travel expenses in writing. Undisputed statements are due net 30 days from CW's receipt of such statement. CW agrees and acknowledges that failure to pay undisputed fees or undisputed, pre-approved in writing travel expenses associated with the Services under these terms will result in a penalty of 0.5% interest per month, until all outstanding undisputed invoices are paid in full. CW and LRI will attempt to resolve in good faith any disputed fees or expenses. If such disputed fees or expenses are not resolved, then either party to this Agreement may pursue arbitration pursuant to Section 8 herein.

4. From time to time, during the term of this Agreement, CW may disclose or make available to LRI information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, and the existence of any arbitration between the parties, as well as any information pertaining thereto, including derivatives thereof, the arbitrator's decision, written statement of Findings of Fact and Conclusions of Law contemplated in Section 8 herein, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). LRI shall: (A) protect and safeguard the confidentiality of CW's Confidential Information with at least the same degree of care as LRI would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the CW's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to Consultant and only to the extent such Consultant needs to know the Confidential Information to perform the Services or perform their obligations under the Agreement. LRI shall be responsible for any breach of this Section 5 caused by Consultant. At any time during or after the term of this Agreement, LRI shall promptly return, and shall require Consultant to return to CW all copies, whether in written, electronic or other form or media, of CW's Confidential Information, or destroy all such copies and certify in writing to CW that such Confidential Information has been destroyed. LRI agrees that in event of its breach of this Section 5, monetary damages may not be sufficient. In addition to all other remedies available at law, CW may seek equitable relief (including injunctive relief) against LRI and Consultant to prevent the breach or threatened breach of this Section 5 and to secure its enforcement.

5. All notices and other communications to a party required or permitted under this Agreement shall be in writing and shall be sent to such party's address as set forth below (or such other address as is provided by such party to the other party from time to time). All notices and communications shall be deemed to have been given (i) on the date of delivery if delivered by personal delivery or by email or facsimile transmission with confirmation of receipt, or (ii) on the first business day after overnight delivery was guaranteed by an internationally recognized delivery service.

6. CW further acknowledges that no representation, other than any representation listed in this Agreement, by LRI or Consultant was relied on by CW or any member of CW in entering into this Agreement and that this Agreement represents the full understanding of the parties with respect to the subject matter hereof, may not be amended except by a written instrument signed by the parties, and may be executed in counterparts and by electronic or facsimile signatures. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties. In the event any portion of this Agreement is declared illegal or found to be illegal or unenforceable, all other terms of this Agreement shall remain in full force and effect and shall be enforced in accordance with their terms.

7. CW also acknowledges and agrees that LRI has informed CW of the obligation to report any direct persuader activity performed on CW's behalf to the United States Department of Labor by both LRI and CW and that failure to timely file such reports may subject CW to criminal penalties.

8. The parties agree this Agreement and any disputes between the parties shall be governed by the

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law of the State of New York, without regard to the principles of the conflicts of laws thereof, and to resolve any disputes by arbitration in New York County, New York under the American Arbitration Association rules. All disputes involving this Agreement shall be submitted to one (1) arbitrator appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association. CW shall select the arbitrator and LRI shall confirm their acceptance of the selection within ten (10) days, such confirmation not to be unreasonably withheld. If within such ten (10) day period, LRI does not confirm acceptance of the arbitrator selected by CW, CW will select an alternate arbitrator appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association. The location of the arbitration hearing will be New York County, New York. The arbitrator shall issue a written statement of Findings of Fact and Conclusions of Law underlying their decision. LRI and CW shall each be responsible for their own costs of arbitration and the cost of the arbitrator will be divided equally between the two parties to this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Acceptance

We accept the Proposal and intervention selected:

_____ Campaign Consulting

LRI Consulting Services, Inc.
7850 S Elm Place - Suite E
Broken Arrow, OK 74011

Phillip B. Wilson
President/General Counsel
Date: May 11, 2017

The Chefs' Warehouse Midwest, LLC
100 East Ridge Road
Ridgefield, CT 06877

Patricia Lecouras
Chief Human Resources Officer
Date: May 12, 2017

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