

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

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)

JAN 13 2017

OLMS DRD

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

631169

1. File Number: C- 00740

Person Filing

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

Name Christopher L Hilgenfeld

Title Attorney

Organization Davis Grimm Payne & Marra

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

Street 701 5th Avenue, Suite 4040

City Seattle

State Washington

ZIP Code + 4 98104-7097

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 / 16

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 Northshore Sheet Metal, Inc.

Trade Name, if any

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

Street 11821 Beverly Park Road, Bldg. C

City Everett

State Washington

ZIP Code + 4 98204

7. Date entered into:

6 / 30 / 2016

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

Name Brian Elbert

Name Jeffrey D Meyer

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

Title President

President
(If other title, see
instructions)

14. Signed

Title Treasurer

Treasurer
(If other title, see
instructions)

On 12/27/16

Date

(206) 447-0182

Telephone Number

On 12/27/16

Date

(206) 447-0182

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.):

To advise in election campaign - - provide written, verbal communications

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

Persuade employees to vote "No"

11.b. Period during which performed:

September 2016 - October 2016

11.c. Extent performed:

11.d. Name and address through whom performed:

Name

Organization Davis Grimm Payne & Marra

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

Street 701 5th Avenue, Suite 4040

City Seattle

State Washington

ZIP Code + 4 98104-7097

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:

Architectural siding and shop

12.b. Identify subject labor organizations:

Sheet Metal Workers Local 66

DAVIS GRIMM PAYNE & MARRA

Attorneys at Law
701 FIFTH AVENUE, SUITE 4040
SEATTLE, WA 98104
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(206) 622-9927 (Fax)
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JOSEPH G. MARRA
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SELENA C. SMITH
BRIAN P. LUNDGREN
ERIK M. LAIHO
AMY C. PLENEFISCH (Of Counsel)

Agreement to Provide Labor Relations Advice and Indirect Persuader Services

This document acknowledges an agreement and arrangement made on June 30, 2016 for Davis Grimm Payne & Marra and its successors and assigns to provide labor relations advice and indirect persuader services ("Covered Services") to **Northshore Sheet Metal, Inc.** and all subsidiaries, parent or sister corporations and affiliated companies and all successors and assigns ("the Employer").

Covered Services: Covered Services include legal advice and legal services pertaining to labor and employment law matters. Covered Services also include indirect persuader services. Examples of Covered Services include but are not limited to the following: planning, directing, or coordinating activities undertaken by supervisors or Employer representatives, including meetings and interactions with employees; drafting, revising, or providing materials or communications in oral, written, or electronic form for presentation, dissemination, or distribution to employees; training supervisors or Employer representatives, including providing union avoidance seminars; developing or implementing personnel policies, practices, or actions for the Employer; coordinating the timing or sequence of Employer tactics, actions, or strategies; supplying information obtained from research or investigation concerning employees or labor organizations, supervisors, or Employer representatives; and other labor relations advice or activities.

Duration: The parties acknowledge that Davis Grimm Payne & Marra is asked from time to time to provide Covered Services to the Employer. This agreement is effective as of the date referenced above. This agreement continues and remains in effect unless terminated, as provided for below.

Fees: Davis Grimm Payne & Marra will invoice the Employer at its regular hourly rates or at the rates agreed to by the parties for the work performed on the Employer's behalf. Invoices are prepared and sent to the Employer on a monthly basis. Invoices will include hourly services and reimbursable costs incurred in connection with representation of the Employer or the performance of Covered Services. Payment is due no later than thirty (30) days from the date of the invoice. Unpaid bills will be subject to a one percent (1%) interest charge, added monthly until fully paid. Non-payment may result in Davis Grimm Payne & Marra's withdrawal from further representation and turn over of any unpaid amounts to a collection agency or for judgment. If the Employer has any concerns or questions regarding any bill received, the Employer agrees to contact Davis Grimm Payne & Marra to discuss and resolve any such concerns. At any time, if a dispute should

arise, the Employer has the right to resolve such a dispute through the Washington State Bar Association's fee mediation services.

Termination of this Agreement: The Employer may terminate this agreement at any time. If the Employer decides to terminate this agreement, it must promptly notify Davis Grimm Payne & Marra of its decision. Davis Grimm Payne & Marra reserves the right to terminate this agreement and withdraw from representation at any time, consistent with applicable ethical rules. In the event of termination by either party, fees and costs for work performed prior to termination will still be payable as provided for in this agreement.

I have read and understand the above Agreement to Provide Labor Relations Advice and Indirect Persuader Services. I agree to be bound by its terms.

_____ (Employer Name)

By: _____

Title: _____

Date: _____



developing or implementing personnel policies, practices, or actions for the Employer; coordinating the timing or sequence of Employer tactics, actions, or strategies; supplying information obtained from research or investigation concerning employees or labor organizations, supervisors, or Employer representatives, and other labor relations advice or activities.

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I have read and understand the above Agreement to Provide Labor Relations Advice and Indirect Persuader Services. I agree to be bound by its terms.

Northshore S/M
(Employer Name)
By **B. H. W.**
PRES
Title: _____
Date **6/30/2016**