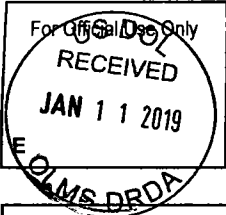


# FORM LM-20

## 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)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

686 960

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 CEMEX Inc

Trade Name, if any

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

Street 3990 Concourses Street, Suite 200

City Ontario

State CA ZIP Code + 4 91764

7. Date entered into:

10 / 15 / 2018

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

Name Oscar Frias

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) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete in accordance with the instructions in the instructions.)

13. Signed

President  
(If other title, see instructions)

Title CEO

14. Signed

Treasurer  
(If other title, see instructions)

Title President

On 1/8/2019 918-455-9995

Date Telephone Number

On 1/8/2019 918-455-9995

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.):

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 10/16/18

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 7049 Westwind Dr., Suite 6001

City El Paso

State Texas ZIP Code + 4 79912

Additional Name and address through whom performed, if any:

Name Michael Rosado

Organization M Rosado Management Consultants LLC

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

Street 5 Quail Court

City Englewood

State NJ ZIP Code + 4 07024

12.a. Identify subject groups of employees:

drivers of ready mix trucks

12.b. Identify subject labor organizations:

Teamsters

**Specific Activities to be Performed (Continuation Page)**

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:

11.c. Extent performed:

11.d. Name and address through whom performed:

Name Johan Pena

Organization Johan Pena

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

Street 14173 SW 158th Court

City Miami

State Florida ZIP Code + 4 33196

Additional Name and address through whom performed, if any:

Name Patrick O'Mara

Organization OMara & Associates LLC

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

Street PO Box 2624

City Novato

State CA ZIP Code + 4 94948

Additional Name and address through whom performed, if any:

Name Carlos Flores

Organization Flores Labor Relations Inc

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

Street 30000 Avenida Cima Del Sol

City Temecula

State CA ZIP Code + 4 92591

Additional Name and address through whom performed, if any:

Name Gustavo Flores

Organization GNE Consulting Services Inc

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

Street 11356 White Cloud Drive

City Rancho Cucamonga

State CA ZIP Code + 4 91701

12.a. Identify subject groups of employees:

drivers of ready mix trucks

12.b. Identify subject labor organizations:

Teamsters



**Personal & Confidential**

October 15, 2018

Cheryl Gehman-Ellis  
Operations Coordinator  
CEMEX, Inc  
3990 Concourses Street, Suite 200  
Ontario, CA 91764

909-974-5500  
cheryl.gehman@cemex.com

Re: Pre-Petition Campaign Consulting

Dear Ms. Gehman-Ellis,

Thanks for your interest in labor and employee relations consulting services from LRI Consulting Services, Inc. ("LRI"). You requested a detailed proposal which you will receive soon. Our number one priority is to ensure a successful outcome. Since time is of the essence, I wanted to quickly outline what you can expect from LRI during this engagement. Here is what you can expect from LRI.

- In addition to this engagement letter you will receive a proposal outlining in detail the proposed scope of our engagement with your firm - if you have any questions about that proposal please don't hesitate to contact me.
- Once you've signed the proposal, you will be contacted by your campaign manager. The purpose of this call is to:
  - Introduce the campaign manager and answer any questions you have about our proposal;
  - Gather as much information as we can about your situation, arrange travel and discuss initial campaign communications;
  - Set a regular update conference call between the campaign manager, our on-site consultant and the key players on your team (including in-house and outside legal counsel);
  - Establish the correct communication protocol between our firms and your outside legal counsel to ensure that attorney-client privilege is preserved to the full extent possible;
  - Make sure that you know how to reach key members of our firm if you need additional assistance during your campaign.
- We will be available to you on a 24/7 basis and you can expect a return call or email within 2 hours of any communication to us.

We will send you a proposal to secure our services (the "Proposal"). Time is of the essence for this project. Therefore the parties agree to handle expenses incurred prior to the signing of our proposal as outlined below. Once the Proposal is executed by our firms, that agreement will supersede the terms outlined below. In order to take advantage of advance travel planning and to block out schedules for appropriate consulting resources, LRI may incur expenses on behalf of Company before we execute the Proposal. Our incurring costs or performing services on your behalf indicates your acceptance of the terms and conditions below. Should you decide to cancel our engagement at any time prior to executing our Proposal simply notify me of your intentions using the contact information provided below.

After notifying me of your intentions you will only be invoiced for the following:

- Out of pocket change or service fees for any non-refundable travel related expenses incurred

featured in



**Labor Relations Institute, Inc.**

7850 S. Elm Place • Suite E  
Broken Arrow, OK 74011



prior to receipt of your notification (if any);

- Actual consulting days performed for the Company (at our customary rate of \$3,000 per day, per consultant prior to your notification (if any); and
- Any other reasonable business expenses spent on your behalf prior to your notification (if any).

If you have any questions or concerns about the terms and conditions outlined in this letter please contact me immediately at 918-455-9995.

We very much appreciate the opportunity to work for you. You may be assured that you will receive our best efforts.

Respectfully,

Phillip B. Wilson  
President - General Counsel LRI Consulting Services, Inc.

**Contact information:**

**Campaign Manager- Executive Vice President:**

Eric Funston  
Office (800) 888-9115  
Cell (918) 346-3840  
Email: Efunston@lrim.com

**President & General Counsel:**

Phillip B. Wilson  
Office (918) 455-9995  
Cell (918) 361-4497  
Email pbwilson@lrim.com