

FORM LM-20 – AGREEMENT & ACTIVITIES REPORT

OMB No. 1245-0003. Expires XX-XX-XXXX.

IMPORTANT: 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).

Office of Labor-Management Standards
U.S. Department of Labor

For Official Use Only

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► Read the instructions carefully before completing this report. ◀

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1.a. File Number: C-		1.b. <input type="checkbox"/> Hardship Exemption	1.c. <input type="checkbox"/> Amended Report
2. Contact information for person filing: Organization <u>Tunnel Hill Partners, LP</u> Street <u>8 Viaduct Road</u> City <u>Stamford</u> State <u>CT</u> ZIP Code <u>06907</u> Email Address <u>mneely@tunnelhillpartners.com</u> Employer Identification Number (EIN) <u>75-3091833</u> Contact Name <u>Matt Neely</u> Title <u>Senior Vice President</u>		3. Other address where records necessary to verify this report are kept: Name <u>Kenneth M. Baylor</u> Title <u>Principal</u> Organization <u>Advanced Leadership Solutions, LLC</u> Street <u>5868 Snowy Egret Drive</u> City <u>Sarasota</u> State <u>Florida</u> ZIP Code <u>34238</u> Email Address <u>kbaylor@advanced-leadership.com</u>	
4. Fiscal Year Covered: from <u>01/01/2018</u> through <u>12/31/2018</u> (mm/dd/yyyy) (mm/dd/yyyy)		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	
6. Full name and address of employer with whom agreement or arrangement was made: <input type="checkbox"/> Check this box if you are filing a report for a union avoidance seminar. Organization (including trade name, if any) <u>Advanced Leadership Solutions, LLC</u> Street <u>5868 Snowy Egret Drive</u> City <u>Sarasota</u> State <u>FL</u> ZIP Code <u>34238</u> Email Address <u>kbaylor@advanced-leadership.com</u> Employer Identification Number (EIN) <u>26-2891080</u> Contact Name <u>Kenneth M. Baylor</u> Title <u>Principal</u>		7. Date agreement or arrangement entered into: <u>08/12/2018</u> mm/dd/yyyy 8. Person(s) through whom agreement or arrangement made: (a) Employer Representative: Name and Title <u>Matt Neely, Senior Vice president</u> OR (b) Prime Consultant: Name and Title _____ Employer Identification Number (EIN) _____ Address _____	

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.)

14. Signed

Treasurer (If other title, see instructions.)

On

1/6/19
Date (mm/dd/yyyy)

734 604 4948
Telephone Number

On

02/05/19
Date (mm/dd/yyyy)

203-973-9003
Telephone Number

Name of person filing: Tunnel Hill Partners, LP

File Number: C-

9. Check the appropriate box(es) 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 by clicking the "Add Attachments" link at the top of the form. If reporting a union avoidance seminar, a single copy of the registration form and a description of the seminar provided to attendees also must be attached by clicking the "Add Attachments" link at the top of the form.)

(Please see attachment.)

11. Information regarding activities performed or to be performed by the labor relations consultant pursuant to agreement or arrangement. (See instructions.)

a. Nature of activities performed or to be performed by the labor relations consultant pursuant to the agreement or arrangement:

PERSUADER ACTIVITIES: Select from the following reportable activities those which, per agreement with the employer(s) named in item 6, have been or will be performed:

- ☒ Drafting, revising, or providing written materials for presentation, dissemination, or distribution to employees
- ☐ Drafting, revising, or providing a speech for presentation to employees
- ☒ Drafting, revising, or providing audiovisual or multi-media presentations for presentation, dissemination, or distribution to employees
- ☐ Drafting, revising, or providing website content for employees
- ☐ Planning or conducting individual employee meetings
- ☒ Planning or conducting group employee meetings

- ☐ Training supervisors or employer representatives to conduct individual or group employee meetings
- ☒ Coordinating or directing the activities of supervisors or employer representatives
- ☐ Establishing or facilitating employee committees
- ☐ Developing employer personnel policies or practices
- ☐ Identifying employees for disciplinary action, reward, or other targeting
- ☐ Conducting a seminar for supervisors or employer representatives
- ☐ Speaking with or otherwise communicating directly with employees.
- ☐ Other

INFORMATION-SUPPLYING ACTIVITIES: Select each activity whereby you supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer:

- ☐ Supplying information obtained from:
- ☐ Research or investigation concerning employees or labor organizations
- ☐ Supervisors or employer representatives
- ☐ Employees, employee representatives, or union meetings
- ☐ Surveillance of employees or union representatives (electronically or in person)
- ☐ Other

ADDITIONAL INFORMATION:

11.b. Period during which activities performed: 08/09/2018 - 09/21/2018
mm/dd/yyyy - mm/dd/yyyy

11.c. Extent of performance:
Completed September 21, 2018.

11.d. Name and address of person(s) through whom activities were performed or will be performed:

Name and Title Kenneth M. Baylor, Principal

Type of Person: ☐ Employee of Consultant
☐ Independent Contractor

Organization (Same as Item 6 above)

Street

City State ZIP Code

Email Address

Employer Identification Number (EIN)

12.a. Identify subject groups of employees:
All full-time and regular part-time employees located at Sunny Farms Landfill, Fostoria, Ohio. There were 43 eligible voters.

12.b. Identify subject labor organizations:
IUOE, Local 18

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THIS AGREEMENT is effective as of August 10, 2018 (the "Effective Date"), by and between Tunnel Hill Partners, L.P. having an address at 390 N. Broadway, Suite 220, Jericho, New York, 11753 ("Company") and ADVANCED LEADERSHIP SOLUTIONS, LLC, having an address at 5868 Snowy Egret Drive, Sarasota, Florida, 34238 USA ("Advanced").

1. **Services.** As used herein, the term "Services" shall mean the consulting services outlined in the Scope of Services attached hereto as Exhibit A. The Company desires to engage Advanced to perform the Services and Advanced agrees to be engaged by the Company pursuant to the terms and conditions of this Agreement; provided, however, that Kenneth M. Baylor, Principal of Advanced shall perform all of the Services hereunder.

2. **Independent Contractor; Subcontracting/Delegation.**

Advanced's relationship with the Company shall be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, agency or employer-employee relationship between the parties. Neither the Company nor any of its affiliates shall control the day-to-day activities of Advanced. Advanced is not the agent of the Company and is not authorized and shall not have any authority to make any representation, contract or commitment on behalf of the Company, or otherwise bind the Company in any respect whatsoever. Furthermore, it is not the intention of this Agreement or of the parties hereto to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement shall be construed to confer upon any third party a right of action under this Agreement. Advanced shall be solely responsible for the payment of all taxes, fees and withholdings and the filing of all tax returns (and all costs related thereto) required to be filed with, or made to, any federal, state or local tax authority with respect to Advanced's performance of the Services and receipt of fees under this Agreement. The Company may regularly report amounts paid to Advanced to the Internal Revenue Service (or other tax authority having jurisdiction) as required by law. Because Advanced is an independent contractor, the Company shall not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Advanced or its employees' behalf. Advanced shall comply with, and shall accept exclusive liability for non-compliance with, all applicable federal, state and local laws, rules and regulations, including obligations such as payment of all wages and overtime requirements and taxes, social security, disability, workers' compensation, unemployment insurance, and other contributions based on fees paid to Advanced, its agents or employees under this Agreement. During the term of this Agreement, Advanced may perform consulting services for any person or entity other than the Company and its affiliates, be employed by any such person or entity, or enter into any agreement; provided, that the nature of the services to be performed for other clients does not materially conflict with Advanced's performance obligations under this Agreement.

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In addition, Advanced shall not subcontract or otherwise delegate any of the Services to be performed hereunder, in whole or in part, without the Company's prior written approval.

3. **Policies, Procedures and Standards.** Advanced shall observe and comply with all of the Company's security procedures, rules, regulations, policies, working hours and holiday schedules, as applicable and reasonably known to Advanced.

4. **Work for Hire.** All material in any format, including deliverables, software programs, reports, presentations, research, drawings, video and audio recordings, translated documents and other documentation produced by Advanced while performing the Services for the Company, but excluding Proprietary Information (as defined below) prepared by Advanced (collectively, "Work Product") and all rights of patent, copyright, trademark, trade secret and other proprietary rights therein and thereto shall be the sole and exclusive property of the Company upon its inception, conception, creation, fixture, development or reduction to practice. The Work Product is "work made for hire" under the Copyright Act of 1976, as amended ("Act"), of which The Company shall be deemed the author within the meaning of the Act. To the extent that any Work Product is not deemed "work made for hire" under the Act, Advanced hereby: (i) assigns and transfers to the Company the ownership of all rights, title and interest in the Work Product; and (ii) agrees to execute any documents required to confirm the Company's ownership of the Work Product. Advanced shall, promptly upon request of the Company turn over to the full Work Product prepared or developed under this Agreement. For purposes hereof, the term "Proprietary Information" means proprietary tools, methodologies and materials, know-how, development tools, processes, technologies, data, modules, components, designs, utilities, subsets, objects, program listings, models, programs, systems, analysis, frameworks, leading practices, and specifications ("Proprietary Information").

5. **Representations, Warranties and Covenants.** Each party represents, warrants and covenants that it has the requisite power and authority to execute, deliver and perform its obligations under this Agreement. Advanced warrants that it shall exercise due care and competence in the performance of the Services and that the Services and/or deliverables shall not, to the best of its knowledge, infringe or violate any patents, copyrights, trademarks or trade secrets of any third parties and that it shall not, to the best of its knowledge, utilize impermissibly any confidential, trade secret or copyright-protected information or material of any other person or entity without receiving prior authorization from such third party or entity.

6. **Confidential Information.** Each party shall at all times keep confidential and may not disclose any information that is proprietary and/or non-public related to the past, present and future business activities of the other party and its affiliates, agents, or that it otherwise learns pursuant to the Services under this Agreement ("Confidential Information").

Each party agrees to hold all Confidential Information of the other party in strict confidence and, except as otherwise set forth in this Agreement, shall not, without the express

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prior written permission of a member of the disclosing party authorized by the disclosing party to make such decisions, (a) disclose such Confidential Information to third parties other than an authority having jurisdiction over the receiving party; provided, that the receiving party shall, to the extent legally permissible, notify the disclosing party in advance of such disclosure; or (b) use such Confidential Information for any purposes whatsoever, other than the exercise of its rights or performance of its obligations hereunder.

Each party shall have the right to disclose the other party's Confidential Information to those of its employees and agents who have a need to know such Confidential Information in order to exercise such receiving party's rights or perform such receiving party's obligations pursuant to this Agreement. The parties agree that each party shall be responsible for any breach of this Agreement by their respective employees and agents as though such employees were parties to this Agreement. Each party shall use reasonable efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall immediately advise the other party in the event that it learns or has reason to believe that any person who has had access to the Confidential Information of such party has violated or intends to violate the terms of this Agreement, and shall cooperate in seeking injunctive relief against any such person.

Confidential Information does not include information that is or was, at the time of the disclosure: (a) generally known or available to the public; (b) received by the receiving party from a third-party; (c) already in the receiving party's possession prior to the date of receipt from the disclosing party; or (d) independently developed by the receiving party; provided in each case that such foregoing information was not delivered to or obtained by the receiving party as a result of any breach of this Agreement, the law or any contractual or fiduciary obligation owed to the disclosing party or any third party.

7. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party from and against all third-party claims, and any related liabilities, losses, fines or penalties, or damages, including reasonable attorneys' fees and expenses, incurred by the indemnified party, to the extent such claims arise out of: (i) any material breach of any representation, warranty or covenant contained in this Agreement of the indemnifying party; or (ii) the gross negligence or willful misconduct of such indemnifying party, including its employees, subcontractors or agents. The indemnified party shall promptly notify the indemnifying party of any third-party claims for which indemnification is sought, provided, however, that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party was actually and materially prejudiced by such failure. The indemnifying party shall have the right to conduct the defense of any such indemnification claim or action and, consistent with the indemnified party's rights hereunder, all negotiations for its settlement; provided, however, the indemnified party may participate in such defense or negotiations to protect its interests.

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8. **Limitation on Liability.** Except with respect to (1) either party's indemnification obligations set out in section 7 or either party's gross negligence or willful misconduct: (a) in no event shall either party be liable for indirect, special or consequential damages in connection with or arising out of this agreement, whether or not the possibility of such damages has been disclosed to such party in advance or could have been reasonably foreseen by such party; and (b) neither party's liability on any claim, loss or liability arising out of or connected with this Agreement shall exceed the aggregate amounts paid or payable by the Company to Advanced for the Services, work product, or work made for hire giving rise to such claim, loss, or liability. This paragraph shall survive termination of this Agreement.

9. **Term/Termination.** The term of this Agreement shall commence as of the Effective Date and continue for a period of one year thereafter until August 9, 2019; provided that (i) within the initial ninety (90) day period of this Agreement (the "Initial Period"), either party shall have the right to terminate this Agreement, with or without cause, effective as of the last day of the Initial Period; and (ii) commencing as of the first (1st) day after the Initial Period and continuing until the end of the term, either party shall have the right to terminate this Agreement, with or without cause, on thirty (30) days prior written notice to the other. In the event this Agreement is terminated, the Company shall pay Advanced all fees and costs due through the effective date thereof.

10. **Fees/ Expenses and Invoicing.** The fees for the Services are set forth on Exhibit A. In addition thereto, the Company shall pay for Advanced's reasonable out-of-pocket travel expenses incurred while performing the Services (including business class air and ground transportation, business class hotel accommodations, parking, and meals as applicable) in accordance with the Company's expense policies, provided that Advanced has submitted supporting documentation reasonably satisfactory to the Company. Advanced shall submit an invoice itemizing fees and out-of-pocket travel expenses, which shall be paid by the Company net thirty (30) calendar days of the Company's receipt of Advanced's invoice.

11. **Additional Terms.** This Agreement (including Exhibit A, which is incorporated herein by reference) represents the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to principles of conflict of laws. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court or state court in the State of Florida, and the appellate courts thereof, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding. This Agreement may be executed (including by facsimile and PDF signatures) in

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counterparts. The parties agree and acknowledge that this Agreement may be signed by means of an electronic signature; provided that such signature and any related signing process comply fully with all applicable laws. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

THE COMPANY

By: 

Name: Monica D. Neely

Date: 8/12/2018

ACCEPTED AND AGREED:

ADVANCED LEADERSHIP SOLUTIONS, LLC

By: 

Name: KENNETH M. BAYLOR

Date: 8/12/18



EXHIBIT A

Fee Schedule

STANDARD RATES	
Hourly Rate	\$350.00 per hour
Presentations (60-90 minutes/unlimited audience)	\$5,000.00
One Day Seminars (up to 25 participants)	\$10,000.00
Project Rate	\$35,000.00 (See below)
Annual Retainer (Minimum)	\$25,000.00
Related Expenses	Full Reimbursement

Services

Provide strategic and on-site guidance for counter-organizational union campaign at Sunny Farms L.F., Fostoria, Ohio, during the critical period of August 9, 2018, through the initial scheduled election day, or other earlier disposition (e.g., withdrawal or dismissal) of the Petition, whichever comes first. (Ref. NLRB RC Petition No. 08-RC-225356)