

# FORM LM-21

## RECEIPTS AND DISBURSEMENTS REPORT

Form approved  
Office of Management  
and Budget  
No. 1245-0003  
Expires: 03-31-2019

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 Relations and Disclosure Act of 1959, as amended. (LMRDA)

For Official Use Only

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READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT

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1. File Number C- 495	2. Period Covered By This Report From: 8/3/2016 Through: 8/23/2016	Month/Day/Year (mm/dd/yyyy)	Month/Day/Year (mm/dd/yyyy)
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<b>A. Person Filing</b>	
3. Name and mailing address (include ZIP Code): Name: John HAWKINS Title: PRESIDENT Organization: Management Performance Int'l P.O. Box, Building and Room Number, if any: Street: 11500 Northlake Dr, Suite 105 City: Cincinnati State: OH ZIP Code + 4: 45249	4. Any other address where records necessary to verify this report are kept: Name: Title: Organization: P.O. Box, Building and Room Number, if any: Street: City: State: ZIP Code + 4:

### 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 the Section on penalties in the instructions).

17. Signed: [Signature] Title: President On: 12/6/2016 Date: Telephone Number: 513 721 6611	18. Signed: _____ Title: Treasurer On: 1/1 Date: Telephone Number:
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Name of Person Filing:	File Number C-495
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**B. Statement of Receipts** Report all receipts from employers in connection with labor relations advice or services regardless of the purposes of the advice or services.

5.a. Name and Address of Employer (including trade name, if any):		Mailing Address:	
Employer	DOLLAR EXPRESS	P.O. Box, Building and Room Number, if any	
Trade Name		Street	7520 Independence BLVD
Attention To	DEAN WILLIAMSON	City	CHARLOTTE
Title	V.P. HUMAN RESOURCES	State	NC ZIP Code + 4 28227
5.b. Termination Date 8/24/16		5.c. Amount \$39,475	
6. TOTAL RECEIPTS FROM ALL EMPLOYERS			

**C. Statement of Disbursements** Report all disbursements made by the reporting organization in connection with labor relations advice or services rendered to the employers listed in Part B.

7. Disbursements to Officers and Employees:				
(a) Name	(b) Salary	(c) Expenses	(d) Totals	
				9. Office and Administrative Expenses
				10. Publicity
				11. Fees for Professional Services
				12. Loans Made
				13. Other Disbursements
8. Total disbursements to officers and employees:				14. Total Disbursements (Sum of Items 8-13)

**D. Schedule of Disbursements for Reportable Activity** Use this Schedule to report only disbursements made for the purposes described in Part D of the instructions.

15.a. Employer Name:		15.b. Trade Name, if any:	
15.c. To Whom Paid		15.d. Amount	
Name		15.e. Purpose	
Title			
Organization			
P.O. Box, Building and Room Number, if any			
Street			
City			
State	Washington ZIP Code + 4		
16. TOTAL DISBURSEMENTS FOR ALL REPORTABLE ACTIVITY			



MPI  
CONSULTING



## Union Avoidance Engagement Letter For

***Dollar Express***

Prepared by:  
MPI Management Consulting





August 1, 2016

**PERSONAL AND CONFIDENTIAL**

Dean Williamson  
SVP HR and Chief Legal Counsel  
Dollar Express  
7520 E. Independence Blvd., Suite 100  
Charlotte, NC 28227

Dear Dean,

As you requested, please find a "Letter of Engagement" to provide strategic consulting and additional HR expertise and support in managing Dollar TreExpre's Union Avoidance campaign in Cincinnati, OH.

**Background and Objectives**

The current need addressed in this engagement letter is to provide strategic consulting expertise and serve as the communications expert to manage Dollar Express's union free efforts.

Glen Garson, VP MPI Consulting will be the Client Relationship Manager for this engagement and will be ultimately responsible for the delivery of the project results. Other consultants and staff will be assigned as required.

This engagement letter will be our guide in conducting our services. Please review it carefully so we may address any concerns or questions. We appreciate your interest in our consulting services and look forward to the opportunity to work together.

Regards.

A handwritten signature in black ink, appearing to read "John H. Harkin".

President | CEO



MPI Consulting.

## Key Deliverables and Estimated Fees

The primary deliverables for this engagement will be as follows:

- **Provide Campaign Support and Strategic Labor Consulting** – this will include the development of key communication materials and facilitating captive audience discussions with employees regarding the clients union free strategy,
- **Vulnerability Assessments** - we will conduct 2 – 3 vulnerability assessments with Dollar Express employees at their Glenway Cincinnati location to assess the level of organizational risk and gauge the organizations risk of union vulnerability through captive audience meetings.

Although we expect travel related expenses to be low since MPI will use local consultants to support Glen Garson there will be some travel related expenses when Glen travels from Cleveland to Cincinnati.

All out-of-pocket expenses (such as travel, lodging, meals, etc.) and project-related materials are charged at cost. Client expenses will be billed at cost. Fees will be submitted in the month following the month of expenditure. All flights taken related to this project will be booked at economy class. Many clients will set aside 10% of the project professional fees as a budget for travel and expenses. The fee quoted is valid for a period of six months from the date of this proposal. MPI Consultants reserves the right to amend fees should agreement be given after this time.

## Estimated Fees

<b>2016</b>			
<b>Vulnerability Assessments</b>	Ongoing 1:1 interviews with key managers and employees to assess the level of union vulnerability risk throughout the campaign along with MPI's independent assessment of risk	Aug 2016 -	\$1K - \$3K
<b>Strategic Consulting</b>	Provide strategic consulting support including the development of a campaign strategy, campaign calendar and key communication materials to support the management of the union campaign	Aug 2016	TBD ...invoiced hourly at \$300/hr  Estimated \$10K - \$20K



### **Limitations**

This agreement contemplates a professional consulting relationship between MPI Consulting and Dollar Express with respect to the opportunities and projects assigned to MPI Consulting during the term of this Agreement. As part of this Agreement, the client assumes full responsibility for any action taken on recommendations developed by MPI Consulting if such programs are implemented by the client, or under the client's direction, and are not implemented solely by MPI Consulting.

All rights are reserved and no part may be reproduced, adapted, transmitted or stored in any retrieval system in any form or medium whether whole or in part without the express written consent of MPI Consulting.

### **Confidentiality**

In order to reach meaningful conclusions and make actionable recommendations, it will be necessary for MPI Consulting to have access to confidential information. MPI Consulting commits itself to protect the interests of its clients by ensuring that confidential information is carefully safeguarded and not revealed to anyone other than to those people involved in the preparation of the study.

### **Cancellation Fees**

Once the agreement has been signed, Dollar Express will be liable for 50% of the proposed consulting fees on agreement. If cancellation occurs midway through the project, other than for MPI Consulting performance, Dollar Express will be liable for an additional 50% of the remaining contract.


### **Agreement**

We appreciate the opportunity to submit this engagement agreement. With your agreement to proceed, this can serve as our formal basis of agreement. Please simply sign this copy in the space below and return it. We stand ready to proceed upon your approval to do so.



**MPI**  
CONSULTING



For	Dollar Express		
Client Contact	Dean Williamson		
Signed			
Title	SVP HR and Chief Legal Counsel		
Date			
Currency	Estimated fees \$10K - \$20K; union avoidance consulting billed hourly at \$300/hr		
Invoicing	Billed monthly as fees are incurred		
Expected Start Date	August 2nd, 2016		
For	Pathfinder   MPI Management Consultants		
Signed			
Title	John Hawkins President   CEO		
Date	August 1, 2016	Expected Completion Date	TBD