U.S. Department of Labor Office of Labor-Management Standards Washington, DC 20210

FORM LM-20 **AGREEMENT AND ACTIVITIES REPORT**

Form approved Office of Management and Budget No. 1245-0003 Expires 08-31-2016



C- 65802

1. File Number:

Person Filing

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.

2. Name and mailing address (included)	ude ZIP Code):	3. Any other address where records necessary to verify this report are kept:						
Name		Name						
Title		Title						
Organization International	. Labor Relations	Organization						
P.O. Box, Bldg., Room No., if any	1	P.O. Box, Bldg., Room No., if any						
Street 8086 South Yale Av	ve suite 225	Street						
City Tulsa		City						
State Oklahoma	ZIP Code + 4 74136	State ZIP Code + 4						
Date fiscal year ends:	5. Type of person:							
Dec / 31	a. Individual b. Partners	hip c. Corporation d. Other (Specify):						
	· · · · · · · · · · · · · · · · · · ·							
Nature of Agreement or Arrange	ement							
6. Full name and address of emplo	oyer with whom made (include ZIP Code):	7. Date entered into: 8 / 22 / 2013						
lame		8. Name of person(s) through whom made:						
Organization Robert Mann I	Packaging	, , ,						
rade Name, if any		Name Steve Carroll						
P.O. Box, Bldg., Room No., if any	,	Name						
treet 340 El Camino Rea	l South, #36	Name						
City Salinas		Name						
State California	te California ZIP Code + 4 93901 Name							
***	S	ignatures						
the information contained in any a		able penalties of law, that all of the information submitted in this report (including lined by the signatory and is, to the best of the undersigned's knowledge and belied.)						
3. Signed	President	14. Signed Treasurer						
Mile President	(If other title, see instructions)	Title Treasurer (If other title, s instructions)						
On 9/19/2013	800-555-7509	On 9/19/2013 800-555-7509						

riei. International Labor Relations	File Multiper C- 03002						
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 agreement							
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Specific Activities to be Performed 11. For each activity, separately list in detail the information required (See instruct	ional						
a. Nature of activity:	uis).						
Engaged to communicate with employees so they can make an informed decision reguarding exercising their rights to organize and bargin collectively.							
11.b. Period during which performed;	11.c. Extent performed:						
Beginning on or about 1/10/2014	Ongoing						
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:						
Name Jose Agraz	Name						
Organization	Organization						
P.O. Box, Bidg., Room No., if any	P.O. Box, Bldg., Room No., if any						
Street 4010 Ivey Vista Way	Street						
City Oceanside	City						
State California ZIP Code + 4 92057	State ZIP Code + 4						
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:						
All employees eligible to vote in the bargaining unit	United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (USW)						



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Letter of Engagement Date: August 22, 2013

Via Email: Scarroll@Rmp.com

International Labor Relations

Corporate Headquarters 8086 South Yale Avenue Suite 225 Tulsa, OK 74136

Direct: (918) 633-6640

To: Steven Carroll

President

Robert Mann Packaging

RMP Salinas

340 El Camino Real South, Building 36

Salinas, CA 93901

Office: 831-789-8300

Direct: 831-783-3140

FAX: 831-783-3147

RE: Robert Mann Packaging Letter of Engagement

Petition #32-RC-111487 filed on August 19, 2013 by United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service

Workers International Union, AFL-CIO, CLC (USW)

SITUATION ASSESSMENT:

This Engagement Letter outlines the terms of complete and comprehensive consulting services to combat the organizing drive launched against Robert Mann Packaging or "Company". The United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (USW) has presumably more than 50% of the unit who have signed Authorization Cards purporting to authorize the Union to act as their exclusive representative for collective bargaining wages, hours and working conditions.

A petition has been filed with the NLRB Regional Director requesting that a vote be scheduled on the merits of the petition and an election is forthcoming.

A systematic, organized counter-campaign will be implemented to secure an election win. The counter-campaign must be legal in all respects and all executives, managers and supervisors must be thoroughly trained in what



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can be said and not said during a campaign to avoid unfair labor practice charges that could void or reverse a positive election outcome. Time is of the essence in commencing work on behalf of the Company. Any delay is injurious to the Company's chances of successfully winning the election.

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Direct (918) 633-6640

OBJECTIVES:

- We Our objectives for this project include conducting a thorough assessment as to the local management and conditions that led to the organizing effort.
- Training local management in the operation of the National Labor Relations Act including formation of the Company's Union-free philosophy statement, the enforcement of no-solicitation, no-distribution policies, a full understanding of the actual Union Organizing Plan, and an understanding of the use and misuse of Union Authorization Cards.
- Management's knowledge of what they can say during the Union campaign including disadvantages of Union representation from the viewpoint of the Company Services and the Company employees. A thorough understanding of the facts involving collective bargaining, strikes, Union fines against members, and obligations owed by employees to the Union.
- An understanding of what the supervisor can do during the organizing campaign. A thorough understanding of the TIPS rules including common questions that employees ask supervisors during a campaign and desired responses.
- Supervisor/employee role-playing scenarios involving common situations that occur during Union organizing campaigns.
- Development of a campaign calendar that outlines what should happen in countering the Union organizing effort on a daily basis. This includes development of management and supervisor speeches and talks, handouts that can be utilized, posters that can be posted, and legally compliant anti-Union material that can be distributed to all eligible voters.
- Systematic captive audience meetings with all supervisors and voting employees on a weekly basis, with distribution of appropriate handouts in English or any other applicable language.



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MEASURES OF SUCCESS:

Our metrics will include obtaining the most effective and appropriate bargaining unit and election scenario that improves the likelihood of an effective winning campaign.

Winning the election while avoiding all unfair labor practice charges.

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VALUE TO THE ORGANIZATION:

- The value to the organization will include permitting the Company to continue to operate without the necessity of bargaining with the Union over wages, benefits, hours and working conditions.
- Proactively identifying those factors and conditions by department that contribute to low employee morale and disaffection.
- One-on-one discussions with each manager and supervisor to localize issues that demand attention and possible correction during the election and following the election. Reporting to senior management about the strengths and weaknesses in the organization that require immediate intervention and corrective action to minimize the likelihood of future Union encroachment.

TERMS AND CONDITIONS:

Fees:

The fee for a day rate per Consultant is \$2000.00 per calendar day worked by each Consultant.

This agreement covers consulting up to and including the initial election dates directed or stipulated to by the company and the union.

Should additional days of Management Consulting be requested by the Company, it is understood those additional calendar days will be billed at our customary rate of \$2,000.00 per day and are not subject to the partial guarantee. For purposes of this proposal/letter of engagement a consulting day means each calendar day worked.



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Company shall provide air travel, rental car, hotel accommodations, meals, and reasonable business expenses as set forth below to consultants through direct billing to Company and are not subject to the guarantee.

whatsoever, the parties agree to enter into another agreement for additional

Should the election date be extended beyond this date for any reason

consulting or to pay for additional consulting days.

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Payment Terms:

Payment of Statement of Services Rendered, to be delivered weekly in an electronic format, is expected upon delivery throughout the campaign for Management Consulting.

Expenses: All airfare, hotel, and rental car will be direct billed and paid for by the Company. Non-direct billed expenses will be billed as incurred and are due upon presentation of weekly Expense Reports. Expenses may include unpaid transportation (air, rental car, taxi, parking, etc.), lodging expenses, food, and other reasonable business expenses.

ACCEPTANCE: Your signature below indicates acceptance of the terms and this proposal. In the event this Agreement is unsigned by Company, work commenced by Consultant on behalf of Company shall constitute acceptance by Company of all terms and conditions stated herein.

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Signature: Signature: Signature: Signature: Printed Name: Printed Name: Printed Name: Signature: Printed Name: Prin