

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

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

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)

601697

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00633

Person Filing

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

Name
Title
Organization
P.O. Box, Bldg., Room No., if any
Street
City
State

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

4. Date fiscal year ends:

/

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
Trade Name, if any
P.O. Box, Bldg., Room No., if any
Street
City
State

7. Date entered into:

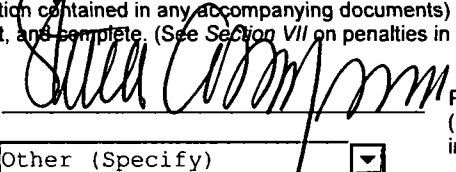
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8. Name of person(s) through whom made:


Name
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 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)
Title

On
Date Telephone Number

14. Signed  Treasurer
(If other title, see instructions)
Title

On
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.):

Payment on a fee-for-service basis at an hourly rate of \$360.00, plus reasonable and customary expenses (see attached).

Specific Activities to be Performed

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

a. Nature of activity:

To assist the Employer's communication efforts to advise employees of their Section 7 rights and furnish them with information related to third-party representation.

11.b. Period during which performed:

11/16 - 11/20/2015

11.c. Extent performed:

Complete

11.d. Name and address through whom performed:

Name Steven A Beyer

Organization The Crossroads Group Labor Relations Consu

P.O. Box, Bldg., Room No., if any 505

Street 63 Via Pico Plaza

City San Clemente

State California ZIP Code + 4 92672

Additional Name and address through whom performed, if any:

Name Michael D Penn

Organization The Crossroads Group Labor Relations Consu

P.O. Box, Bldg., Room No., if any 505

Street 63 Via Pico Plaza

City San Clemente

State California ZIP Code + 4 92672

12.a. Identify subject groups of employees:

All hourly and management employees of the Employer's Tacoma, WA plant

12.b. Identify subject labor organizations:

N/A

Item 11.d. Name and address through whom performed:

Additional Names:

Name – David S. Gray

Organization – The Crossroads Group Labor Relations Consultants

P.O. Box, Bldg., Room No. – 505

Street – 63 Via Pico Plaza

City – San Clemente

State – California

ZIP Code – 92672

Name – Terren Becker

Organization – The Crossroads Group Labor Relations Consultants

P.O. Box, Bldg., Room No. – 505

Street – 63 Via Pico Plaza

City – San Clemente

State – California

ZIP Code – 92672



THE CROSSROADS GROUP
Labor Relations Consultants

Michael D. Penn, Partner
818.990.5632
mpenn@tcgconsultants.com

Steven A. Boyer, Partner
949.248.0884
sboyer@tcgconsultants.com

Personal & Confidential

November 7, 2015

Mr. David J. Manger
Compliance Manager
Toray Composites (America), Inc.
19002 50th Ave. E.
Tacoma, WA 98446

Re: Agreement for Professional Services

Dear Mr. Manger:

This letter will confirm that Toray Composites (America), Inc. ("Client") has retained The Crossroads Group Labor Relations Consultants ("Consultant") regarding general personnel and labor relations activities at the Client's location in Tacoma, Washington.

Our fees are charged on an hourly basis in minimum units of a quarter of an hour for all time actually expended on your behalf. You will receive my personal services and those of my partner Michael Penn and two of our Senior Consultants, which will be billed at a discounted rate of \$360.00 US Dollars each per hour, plus reasonable and customary out-of-pocket expenses. Expenses are billed to the Client at cost, on a direct pass through basis with no increase by Consultant. Expenses include, but are not limited to, airline travel, lodging, meals, car rental, research data required by the Client, and all similar out-of-pocket expenses. Consultant shall purchase coach class airline tickets when available and shall reserve reasonably priced business class hotel accommodations and rental cars. It is understood that the Client will reimburse Consultant for non-refundable airline tickets and/or change fees in the event of Client cancellation or postponement of an assignment. Time needed to travel to the onsite location(s) is billed at one-half the time needed to travel portal-to-portal. There shall be an eight hour per day minimum for services performed by Consultant. However, the time for any service performed by Consultant for his own benefit, or for the benefit of some other person who has engaged the services of Consultant during a day for which Client is billed for services shall be deducted from the time charged to Client. Additionally, if Consultant performs on-site services on a travel day, only actual hours worked for that day will be billed in addition to the aforementioned travel time.

We agree to send you statements clearly showing the basis for our fees and charges by detailing the services rendered and costs incurred on a weekly basis. All fees and expenses not previously paid are due and payable upon receipt of each statement.

The Client agrees to pay the statement promptly and in full, understanding that if payment is not made in full within thirty (30) days of the statement date, the Client's account shall be considered past due and an interest charge may be added to the outstanding balance in an amount equal to one and one-half percent (1.5%) per month.

Consultant is retained to provide independent and objective professional judgment and recommendations; accordingly, a difference of opinion on a question of professional judgment shall not excuse the Client from fees and costs incurred in the collection of any outstanding accounts receivable.

Our firm always strives to offer our clients the greatest value possible by delivering the highest quality services in a timely fashion. In return, we request that upon receipt of our statements, you review them to determine if you have any questions or comments. If so, please call me immediately. Additionally, we reserve the right to withdraw as your Consultant if you fail to pay our statements and other bills in a timely manner.

If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process, to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. In the event that Consultant does so participate in any manner, the Client shall pay to Consultant all professional fees and other fees of Consultant in effect as well as the cost and expenses, including attorneys' fees, incurred in anticipation and resulting from such proceedings. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed. In no event shall Client be responsible for professional or other fees, costs and expenses that result from any unlawful act of Consultant.

Any controversy or claim arising out of or relating to this Agreement, its validity, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). A single neutral arbitrator shall be appointed in accordance with the AAA Rules to resolve the dispute.

The arbitrator shall be an attorney who is knowledgeable in business and labor laws, and who is experienced in labor relations and union organizing activities involving employers. The arbitration hearing shall be held in Orange County, California. This contract shall be interpreted and governed by the laws of the State of California. The arbitrator shall award to the prevailing party all its costs and fees, including AAA filing, administrative and attorneys' fees.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should any party refuse to arbitrate or file a court action regarding a claim, which is subject to arbitration under this Agreement, the other party shall be entitled to recover its costs and reasonable attorneys' fees in enforcing this arbitration agreement in court.

During the course of our representation, we will endeavor to keep you fully advised as to the status and progress of this matter, including our view of your rights and potential liabilities or exposure, and our recommendation as to an appropriate course of action in view of the facts, circumstances and issues involved.

However, we must emphasize that our firm has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter or the actual amount of any fees or costs you will incur. Often, the results in a matter, and the costs and expenses are controlled by external factors beyond our control, including the factual circumstances, course of the campaign or negotiations, etc.

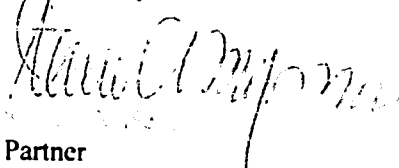
We will send copies of all substantive correspondence and other documents generated in the matter, and I ask that you call me at any time should you wish to discuss our invoices, or any other aspect of this matter.

If the terms and conditions of this letter are satisfactory to you, please evidence your consent to such terms and conditions by signing this letter and returning it to me by electronic mail.

This is a final agreement and this agreement supersedes any other oral or written representations by either the Client or Consultant.

We appreciate the opportunity to serve you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.

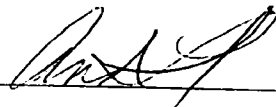
Respectfully,



Partner
THE CROSSROADS GROUP

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted.

Toray Composites (America). Inc.

By:  Title: Dir, HR

Date: 11/9/15