✓ 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 10-31-2013



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)

686959 READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT. 1. File Number: 00525 **Person Filing** 2. Name and mailing address (include ZIP Code): 3. Any other address where records necessary to verify this report are kept: Name Phillip Wilson Name Title Title Organization LRI Consulting Services, Inc. Organization P.O. Box, Bldg., Room No., if any P.O. Box, Bldg., Room No., if any Street Street 7850 South Elm Place, Suite E City Broken Arrow City State Oklahoma ZIP Code + 4 74011 State ZIP Code + 4 4. Date fiscal year ends: 5. Type of person: c. Corporation Other (Specify): Dec Individual b. Partnership **Nature of Agreement or Arrangement** 6. Full name and address of employer with whom made (include ZIP Code): 7. Date entered into: 26 / 2018 11 Name 8. Name of person(s) through whom made: Organization Colorado Mech Insulation & Firestopping Name Lisa Bennetts Trade Name, if any Name P.O. Box, Bldg., Room No., if any Name Street 2090 W. Bates Avenue City Englewood Name ZIP Code + 4 State co 80110 Name **Signatures** 

the informa true, correc				by the signate		nation submitted in this re of the undersigned's know	
13. Signed	Artales 1		President (If other title, see	14. Signed	10000		Treasurer (If other title, see
Title	СЕО		instructions)	Title	President		instructions)
On	1/8/2019	918-455-9995		On	1/8/2019	918-455-9995	
	Date	Telephone Number			Date	Telephone Number	

• •							
Filer: LRI Consulting Services, Inc.	File Number C- 00525						
Check the appropriate box to indicate whether an object of the activities unde	taken is directly or indirectly.						
3. Officer the appropriate box to indicate whether an object of the activities unde	taken, is directly of manestry.						
To persuade employees to exercise or not to exercise, or persuade er collectively through representatives of their own choosing.	nployees as to the manner of exercising, the right to organize and bargain						
b. To supply an employer with information concerning the activities of en such employer, except information for use solely in conjunction with a	nployees or a labor organization in connection with a labor dispute involving in 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	mast be diadited.j.						
333 1.0320.102							
Specific Activities to be Performed							
11. For each activity, separately list in detail the information required (See instruc	tions):						
a. Nature of activity:  Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.							
ingaged to communicate to employees regularing energian	g thorr rights to organize and surgarn correctivery.						
11.b. Period during which performed:	11.c. Extent performed:						
various days beginning 11/28/18	Fully Performed						
11.d. Name and address through whom performed:  Name Johan Pena	Additional Name and address through whom performed, if any:  Name						
	,						
Organization Johan Pena	Organization						
P.O. Box, Bldg., Room No., if any	P.O. Box, Bidg., Room No., if any						
Street 14173 SW 158th Court	Street						
City Miami	City						
State Florida ZIP Code + 4 33196	State ZIP Code + 4						
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:						
All Insulators and firestoppers	Heat & Frost Insulators & Asbestos Workers						



## **Proposal**

November 26, 2018

Lisa Bennetts
VP, Finance & Human Resources
Colorado Mechanical Insulation & Firestopping, Inc
2090 W Bates Avenue
Englewood, CO 80110

720-420-4380 lbennetts@cminsulation.com

RE: Campaign Consulting, Petition 27-RC-231378

#### **Situation Assessment**

You have requested a proposal to provide materials and consulting services to help you win your upcoming NLRB election. You have a few short weeks to educate your employees on the disadvantages of unions and convince them to put their trust in a direct relationship with you rather than the union. You want to make sure that your consulting is persuasive, does not interfere with employees' protected rights and provides the best opportunity to build trust with your employees.

## Proposed Intervention(s)

Campaign Consulting: For this option we will provide expert campaign consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

#### **Objectives**

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.
- Retain your direct relationship with employees and preserve the operational flexibility needed to remain productive and profitable. The dead weight cost of unionization is estimated at 25% for most organizations.

## Value to Organization

- You avoid a steep and slippery learning curve and are free to do the most important trust-building work.
- You can talk to employees without engaging in mudslinging. You are free to spend your time on a
  positive message about the company.
- Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- You receive a proven program, with over 10,000 successful client engagements.

Page 1 of 2 (Initial 16)

featured in







Forbes



#### **Terms and Conditions**

The fee for consulting is \$3,000 per consultant per day (plus travel expenses). For purposes of this proposal a consulting day means each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day.

## **Payment Terms**

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 14 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products.

You further acknowledge that no representation by LRI or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company to criminal penalties. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.

## Acceptance

We accept the F	Proposal	above and	the	intervention	selected:
Campai	ign Cons	ulting			

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: November 26, 2018

For Colorado Mechanical Insulation & Firestopping, Inc

Lisa Bennetts, VP, Finance & Human Resources

Date: Wamplunith

Page 2 of 2 (Initial )

featured in

NZ









Labor Relations Institute, Inc.