

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)

536644
READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00633

Person Filing

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

Name Steven A Beyer

Title Partner

Organization The Crossroads Group Labor Relations Cons

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

Street 63 Via Pico Plaza

City San Clemente

State California

☒ ZIP Code + 4 92672

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

☒ ZIP Code + 4

4. Date fiscal year ends:

Dec ☒ / 31

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 Matthew Patterson

Organization Consolidated Container Company

Trade Name, if any

P.O. Box, Bldg., Room No., if any 300

Street 3101 Towercreek Parkway

City Atlanta

State Georgia

☒ ZIP Code + 4 30339

7. Date entered into:

9 / 23 / 2013

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

Name Matthew Patterson

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

Steven A Beyer
President
(If other title, see instructions)

Title Other (Specify) ☒

Partner

On 10/13/2013

Date

(949) 248-0884

Telephone Number

14. Signed

Michael Dana Peon
Treasurer
(If other title, see instructions)

Title Other (Specify) ☒

Partner

On 10/15/13

Date

(818) 999-5632

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 at a fixed-rate fee plus reasonable and customary expenses.

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 regarding third-party representation.

11.b. Period during which performed:

10/1/2013 to present

11.c. Extent performed:

Ongoing

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

Organization

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

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

All production, maintenance, quality assurance, shipping and utility employees.

12.b. Identify subject labor organizations:

IAM District Lodge 98



THE CROSSROADS GROUP
Labor Relations Consultants

Michael D. Penn, Partner
818.099.5632
mpenn@tcgconsultants.com

Steven A. Bever, Partner
949.248.0884
sbeyer@tcgconsultants.com

Personal & Confidential

September 20, 2013

Mr. Matthew Patterson
Vice President and Deputy General Counsel
Consolidated Container Company LP
3101 Towercreek Parkway,
Suite 300
Atlanta, GA 30339

Re: Agreement for Professional Services

Matt,

This letter will confirm that Consolidated Container Company LP ("Client") has retained The Crossroads Group Labor Relations Consultants ("Consultant") regarding general personnel and labor relations activities. Specifically, activities related to the National Labor Relations Board election campaign at your facility at Plant No. 65, Oil City Facility, 15 Mineral St., Oil City, PA 06301. This agreement may be terminated at any time by either Client or Consultant, and may be extended by mutual agreement between both parties.

Based upon our telephone today, I can offer you a flat rate of \$48,000.00 in consulting fees for the campaign, plus reasonable and customary expenses (Coach airfare, lodging, car rental, gas, meals, etc.). In order for me to offer this discounted flat rate, it will be necessary to offer some courtesy time (non-chargeable consulting time). Therefore, management de-briefing time and other discussions must be minimized and efficiently timed. I'm assuming an election date of Friday, October 25, based upon your assumption of the date during our discussion. Changes to this date will affect this proposal. This proposal also does not anticipate any campaign delays based upon 'blocking' charges or other delays which might affect changes to the election date. This proposal assumes that all voters will be scheduled to attend each of the four meetings over the course of the campaign prior to the election date. Meetings must be mandatory, i.e., company paid time during attendance. This proposal does not include scheduling of 'make-up' or additional meetings. Therefore, management must be able to schedule the approximately 39 voters to attend one of three (3) total meetings for each phase of the campaign (approximately 13 per meeting) and one (1) management meeting during each phase. The meetings should be scheduled over two consecutive days. Meetings should be spaced at least 30 minutes apart, or longer.

Depending upon the data available on this union, I anticipate approximately \$2,000.00 of additional cost to obtain the data, and for which you will be billed directly by the provider. This is a straight 'pass-through' cost and is not 'marked-up'. We will invoice you for the flat-rate fee upon conclusion of the project. Unless prior arrangements are made, 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.

If Consultant is requested by Client, or if as a consequence of the 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.

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.

Consolidated Container Company LP
September 20, 2013
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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 reasonable and customary expenses 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.

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 very much appreciate the continued 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.

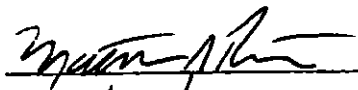
Respectfully,



Steven A. Beyer
Partner

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

Consolidated Container Company LP

By:  Title: VP's DEPUTY GENERAL COUNSEL
Date: 9/23/13