U.Ş. 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)

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# READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: <b>C-</b> 00525	<u> </u>			
1. He (dilise). 9- 00323				
Person Filing				
Name and mailing address (include ZIP Code):	Any other address where records necessary to verify this report are kept:			
Name Phillip B 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 7850 South Elm Place, Suite E	Street			
City Broken Arrow	City			
State Oklahoma ZIP Code + 4 74011	State ZIP Code + 4			
Date fiscal year ends:     5. Type of person:				
Dec / 31 a. Individual b. Par	tnership c. Corporation d. Other (Specify):			
Nature of Agreement or Arrangement				
6. Full name and address of employer with whom made (include ZIP Co	de): 7. Date entered into: 8 / 22 / 2018			
Name				
Organization All Shore, Inc.	8. Name of person(s) through whom made:			
Trade Name, if any	Name Mark Dieterle			
P.O. Box, Bldg., Room No., if any	Name			
Street 440 North Elmwood Road	Name .			
City Marlton	Name			
State         NJ         ZiP Code + 4         08503	Name .			
Signatures				
Each of the undersigned declares, under penalty of perjury and other a the informa true, correc  13. Signed  Title  CEO  President (If other title instructions)	14. Signed Wolfe Treasurer (If other title, see			
On 10/9/2018 918-455-9995	On 10/9/2018 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	rtaken, is directly or indirectly:
a. To persuade employees to exercise or not to exercise, or persuade en 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 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 by
See Attached	musi be attached.).
Specific Activities to be Performed	
11. For each activity, separately list in detail the information required (See instruct a. Nature of activity:	ions):
Engaged to communicate to employees regarding exercising	g their rights to organize and bargain collectively.
	1
11 h Daried during which performed.	Little Committee
11.b. Period during which performed: 9/4/18	11.c. Extent performed:  Fully Performed
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:
Name Scott Michel	Name
Organization Scott Michel	Organization
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any
Street 819 Herman Road	Street
City Horsham	City
State PA ZIP Code + 4 19044	State ZIP Code + 4
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:
Sheet Metal Fabricator Mechanics and Installers	Sheet Metal Workers



### **Proposal**

August 22, 2018

Mark Dieterle Operations Manager All Shore, Inc. 440 North Elmwood Road Marlton, NJ 08503

856-783-6620 markd allshore@comcast.net

RE: Campaign Consulting, Petition 4-RC-217459

#### **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.

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Labor Relations Institute, Inc.



#### **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.

# We accept the Proposal above and the intervention selected: \_\_\_\_ Campaign Consulting For LRI Consulting Services, Inc. For All Shore, Inc.

Phillip B. Wilson, President/General Counsel

Date: August 22, 2018 Date: \_\_\_\_\_

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**Forbes** 



featured in

Acceptance







Mark Dieterle, Operations Manager