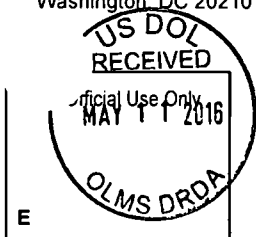


FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

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)

622268

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00525

Person Filing

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

Name

Title

Organization LRI Consulting Services, Inc.

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

Street 7850 South Elm Place, Suite E

City Broken Arrow

State Oklahoma ZIP Code + 4 74011

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. The 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

Organization Fuyao Glass America Inc

Trade Name, if any

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

Street 2801 West Stroop Road

City Moraine

State OH ZIP Code + 4 45439

7. Date entered into:

4 / 11 / 2016

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

Name John Gauthier

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 CEO

14. Signed

Treasurer
(If other title, see
instructions)

Title President

On 5/4/2016

Date

918-455-9995

Telephone Number

On 5/4/2016

Date

918-455-9995

Telephone Number

405

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- ☒ 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

Specific Activities to be Performed

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

a. Nature of activity:

Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:

various days beginning 4/13/16

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Patrick O'Mara

Organization OMara & Associates LLC

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

Street 6 Drakewood Lane

City Novato

State CA ZIP Code + 4 94947

Additional Name and address through whom performed, if any:

Name Amed Santana

Organization Santana International Inc

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

Street 5908 Via Cuesta Dr

City El Paso

State Texas ZIP Code + 4 79912

12.a. Identify subject groups of employees:

various employees

12.b. Identify subject labor organizations:

pre-petition

Specific Activities to be Performed (Continuation Page)

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

a. Nature of activity:

Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:**11.c. Extent performed:****11.d. Name and address through whom performed:**

Name Eric Vanetti

Organization Vantage Point Alliance

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

Street 18632 River Crossing Blvd

City Davidson

State North Carolina ZIP Code + 4 28036

Additional Name and address through whom performed, if any:

Name James Misercola

Organization Labor Educators LLC

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

Street 325 Walnut Street

City Bridgewater

State Massachusetts ZIP Code + 4 02324

Additional Name and address through whom performed, if any:

Kevin Healy

Organization Healy Consulting LLC

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

Street 11015 West Loma Lane

City Peoria

State Arizona ZIP Code + 4 85345

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:

various employees

12.b. Identify subject labor organizations:

pre-petition



Proposal

April 14, 2016

John S. Gauthier
President
Fuyao Glass America Inc.
2801 W. Stroop Road
Moraine, OH 45439

937-470-9522
jgauthier@fuyaousa.com

RE: Retainer Client

Situation Assessment

You have asked for a proposal to retain LRI to assist on a proactive and as-needed basis to supplement your internal labor relations response capability. You recognize the importance of proactively identifying risk, training internal responders and responding rapidly to events that arise. You want to prepare company leaders to create a positive workplace no matter what the legal environment.

Proposed Intervention(s)

We propose that you become an LRI Retainer client. LRI Retainer clients receive:

Quarterly Webinar Training: We will conduct 4 webinar training sessions per year. These sessions will last from 3-4 hours. Each will be custom developed based on conditions at the time, but the rough agenda each time will cover: labor law update; review of current vulnerable locations and update action plans for those locations (including decisions on adding or subtracting locations from the list); and some skill-development training content (dealing with workplace disruptions, protected concerted activity, delivering campaign in a box content, etc.). This is a \$6,000 value.

On-Site Training: We will conduct 2 on-site training sessions per year at any location you choose. You can choose any training content from LRI to deliver during these training sessions. This is a \$6,000 value.

License for MDI Vulnerability Assessment Technology: For as long as you remain a Retainer Client we will deliver our MDI assessments without charging our annual \$5,000 licensing fee. This is a \$5,000 per year value.

Eye In The Sky External Vulnerability Assessment: We will provide our Eye in the Sky external vulnerability assessment tool for all locations you provide. This technology will flag any time activity occurs within the vicinity of one of your facilities. This is a \$6,000 value.

Discounted Consulting Fee: We will discount our normal consulting fees for any consulting (training, campaign consulting, strategy consulting, etc.) by 10%. The annual value of this discount depends on use.

Preferred Access to Consultants: You will have guaranteed access to one of your preferred consultants. We will jointly identify a team of up to 5 consultants and will guarantee that if you have an event you will have one of these consultants assigned to your case immediately.

Objectives

Our objectives for this project include:

- Provide regular updated assessments of risk and assist with action planning against those identified risks;
- Provide real-time external vulnerability data you can use to help with your ongoing risk assessment activities;
- Deliver periodic training via webinar and live on-site training to keep responders up to date on the latest labor and employee relations developments and refresh and improve their skills;
- Ensure immediate access to trained consulting resources who are familiar with the company and able to jump in at any point a response is needed.





Value to Organization

The value to your company includes:

- You have immediate access to the top labor relations consultants in the industry;
- You will know external risks near any of your locations in real-time, giving you the opportunity to proactively respond to those risks very early;
- Your team will be regularly updated on the latest developments in labor law, union organizing, and positive employee relations;
- You ensure that your facilities remain union-free, which gives your company a competitive advantage and makes it less vulnerable to union organizing or anti-corporate attacks.

Terms and Conditions

The fee for this Engagement is \$1,700 per month (plus travel expenses) or a flat fee of \$19,500 (plus travel expenses) if paid in a single payment upon acceptance.

Payment Terms

All fees are due upon the delivery of the consulting services and are nonrefundable. You agree to pay consulting invoices upon receipt and to settle those statements within 14 days. Expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and you agree 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. 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 proposal above and the intervention selected:

_____ Retainer Client

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: April 14, 2016

For Fuyao Glass America Inc.

John S. Gauthier, President

Date: 4/15/16

