

FORM LM-20 AGREEMENT AND ACTIVITIES REPORT



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)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

4609745

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. 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

Organization Western Refining Wholesale Inc

Trade Name, if any

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

Street 4020 Broadway SE

City Albuquerque

State New Mexico

ZIP Code + 4 87105

7. Date entered into:

10 / 13 / 2011

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

Name Victor Rueda

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 President

14. Signed

Treasurer
(If other title, see
instructions)

Title Treasurer

On

11-16-11

Date

918-455-9995

Telephone Number

On

11-16-11

Date

918-455-9995

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.):

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 10/16/11

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name William Scott

Organization Scott Consulting

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

Street 1032 Meda Street

City Memphis

State Tennessee

ZIP Code + 4 38104

Additional Name and address through whom performed, if any:

Name Evelyn Fragoso

Organization

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

Street 2700 Courtleigh Drive

City Bakersfield

State California

ZIP Code + 4 93309

12.a. Identify subject groups of employees:

various employes

12.b. Identify subject labor organizations:

pre-petition

ADDITIONAL NAMES - ITEM 11d

Simon Jara
10380 Rochelle Avenue
Santec, CA 92071

Redstone Enterprises Inc
5415 East Willowick
Anaheim, CA 92807

William Herrera
9427 Reston Grove Lane
Houston, TX 77095

Erasmus Navarro
21 Cantera Street
Santa Ana, CA 92703



LRI Consulting Services, Inc.

phone 800-888-9115
fax 918-455-9998

www.LRIonline.com

Proposal

October 12, 2011

Victor Rueda
VP of HR
WNR
4020 Broadway SE
Albuquerque, NM 87105

(915) 534-1450
victor.rueda@wnr.com

RE: Inoculation Training

Situation Assessment

You want to provide a subject matter expert to educate and prepare your employees for union organizing activity. You want employees to understand that union cards are legal documents, that they need to protect their personal information and some of the common misunderstandings employees have about unions.

Proposed Intervention(s)

- Inoculation Meetings: For this option we will provide Senior LRI consultants to conduct union "inoculation" meetings with your employees. We will provide on-site facilitators to assess union vulnerability and communicate your message directly to employees.

Objectives

- Train employees on the facts about union cards, common tactics used to get employees to sign cards and facts they should consider before they ever sign a union card;
- Provide a credible subject matter expert who immediately increases your capacity to legally and persuasively respond to potential union organizing activity;
- Prevent NLRB petitions at company location(s) and train employees on the advantages of a direct relationship over a third party relationship.

Value to Organization

- You substantially reduce your company's vulnerability to union organizing activity by making it a "hard target" and difficult for an organizer to get cards signed using typical tactics;
- We will be able to assess overall vulnerability and by communicating directly with employees we get a solid read on whether union organizing activity has gained traction;
- You will have a more positive work environment where associates are treated with respect and managers are confident that they have the skills to earn the "direct relationship privilege."

Terms and Conditions

The fee for the daily fee consulting is ²⁵⁰⁰⁰\$3,000 a day per consultant (plus travel expenses). The retainer amount is \$15000 per week per consultant.

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Forbes



Labor Relations Institute, Inc.

7850 S. Elm Place - Suite E
Broken Arrow, OK 74011



LRI Consulting Services, Inc.

phone 800-888-9115
fax 918-455-9998

www.LRIonline.com

Payment Terms

All fees are due upon the delivery of the consulting services and are non-refundable. The retainer amount above is due upon acceptance and before we will commence work. We will credit invoices for days worked against this retainer and you agree to refill the retainer in the amount above for each week of the assignment. You also agree to coordinate, arrange and pre-pay consultant's airfare, hotel accommodations and, if deemed necessary, a rental car. Any additional 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 7 days and to provide a credit card for us to settle outstanding invoices not paid by that time. 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. Criminal copyright infringement is investigated by the FBI and may constitute a felony penalty of up to five years in prison and/or a \$250,000 fine.

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 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 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(s) selected:

☒ Inoculation Meetings

For LRI Consulting Services, Inc.

For WNR

Victor Rueda, VP of HR

Date: 10/13/2011

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