

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

For Official Use Only

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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.

1. File Number: C- 00525

429762

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 S 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 MTA Communications

Trade Name, if any

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

Street 1740 South Chugach

City Palmer

State Alaska

ZIP Code + 4 99645

7. Date entered into:

3 / 22 / 2010

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

Name Elaine Jordan

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

Title President

President
(If other title, see
instructions)

14. Signed

Title Treasurer

Treasurer
(If other title, see
instructions)

On 4/28/2010

Date

918-455-9995

Telephone Number

On 4/28/2010

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.):

Agreement to provide consultation, to give speeches to employees about exercising their right to organize and bargain collectively.

Specific Activities to be Performed

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

a. Nature of activity:

Employed to give speeches to employees regarding their rights to organize and bargain collectively.

11.b. Period during which performed:

3/22 thru 3/24/10

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Rebecca Smith

Organization Taltos Consulting Inc

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

Street 8915 Sandy Slate Way

City Las Vegas

State Nevada ZIP Code + 4 89123

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:

Help Desk, Support Center, DTV, DSL, Field Technicians, Quality Assurance, Warehousemen, Testing, Internet

12.b. Identify subject labor organizations:

Electrical Workers



PROPOSAL

TO: Ms. Elaine Jordan
Director of Performance Integrity
MTA Communications
1740 South Chugach
Palmer, Alaska 99645

March 22, 2010

907-761-2727
ejordan@mta-telco.com
19-RC-15289

SITUATION ASSESSMENT:

You have asked for a proposal to provide consulting services to help you with your upcoming NLRB election. You have a few short weeks to educate your employees and to answer any questions they may have regarding the election. We will provide consultant(s) who will speak directly with your employees to educate them on the process and their rights.

THIS PROFESSIONAL SERVICES MASTER AGREEMENT ("**Agreement**") is made and entered as of the ____ day of March, 2010 ("**Effective Date**"), between MTA Communications, Inc. ("**MTAC**") with a place of business at 1740 South Chugach Street, Palmer, Alaska 99645 and LRI Consulting Services ("**Consultant**") with a place of business at 7850 S. Elm Place Suite E, Broken Arrow, Oklahoma 74011. Hereinafter, MTAC and Consultant may be individually referred to as "**Party**", or collectively as the "**Parties**". In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SCOPE OF WORK:

- 1) Inform and educate employees;
- 2) Facilitate on-site employee meetings in groups of 5 to 8;
- 3) Provide one on one meetings at the request of an employee;
- 4) Address and answer questions from the employees;
- 5) Assess the situation and provide a report to management with recommendations.

METHODOLOGY AND OPTIONS:

OPTION 1: We will provide expert consulting with an LRI Senior Consultant on-site to communicate 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 election is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your company for a pre-approved schedule of meetings. We will also provide a Senior Management Partner who will perform a one-day on-site assessment followed with an independent evaluation to be delivered directly to the corporate office.

PAYMENT TERMS AND CONDITIONS:

The fee for **OPTION 1** is \$375 per hour with an 8 hour minimum day (plus travel expenses). This fee is due upon the delivery of the consulting services and is non refundable.

Payment Terms: We require a \$15,000 retainer for consulting services that is due upon acceptance of this proposal. The consultant's time will be billed at \$375 per hour and credited to the retainer. You will receive regular statements outlining the number of hours expended on your behalf and agree to settle all statements within 14 days, with a penalty of 2% per month until all outstanding invoices are paid in full. Consultant will be reimbursed for allowable expenses at actual cost incurred ("**Reimbursable Expenses**"), provided the expenses are reasonable and a receipt for any item over \$15.00 (Fifteen dollars) is submitted along with the invoice. Only the expenditures identified below are reimbursable.

- Reimbursable Expenses:
- Airfare (coach)
- Rental Car & Fuel (mid-size or smaller)
- Lodging (room charge only)
- Meals

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.

GENERAL TERMS AND CONDITIONS:

(1) **Conflict of Interest.** Consultant, its employees, and subcontractors shall act in the best interests of MTA.

(2) **Force Majeure.** Neither Party shall be liable to the other in the event that it is unable to perform, in whole or part, any one or more of its obligations hereunder as a result of labor dispute, government action, war, terrorist attack, flood, earthquake, act of God, or any cause that is beyond the reasonable control of such Party.

(3) **Conflict Resolution.** The Parties agree that any dispute or claim arising out of or in connection with this Agreement shall be settled by binding arbitration in Denver, Colorado (or such other location as the Parties may mutually agree) under the rules then prevailing of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall be chosen from a panel of arbitrators with knowledge relevant to the subject matter of the dispute. The arbitrator shall apply Alaska law to the merits of any dispute, without reference to such state's conflicts of law rules. Judgement on award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing Party shall be entitled to recover, in addition to any other relief awarded or granted, its incurred costs and expenses including, but not limited to, reasonable attorney fees.

(4) **Confidential Information.** Consultant agrees to preserve the secrets and confidences of MTAC, including, without limitation, all information and data that may be obtained from MTAC or other party in a contract or agency relationship with MTAC ("Confidential Information"). Except for such disclosure as may be needed to perform the Services under this Agreement and as may be allowed by MTAC with prior written consent, Consultant shall not: (1) Reveal any Confidential Information; (2) use any Confidential Information to the disadvantage of MTAC; (3) use any Confidential Information for the advantage of Consultant or a third Party. The obligations of Consultant and the rights of MTAC under this paragraph are continuing obligations and rights, and termination or expiration of this Agreement shall not terminate such obligations and rights.

(5) **Publicity.** Except for materials already made public, neither Party shall distribute any news releases, articles, brochures, speeches, or advertisements regarding this Agreement, nor use the other Party's name, logo or trademarks (or any variation thereof), without the other Party's prior written consent.

(6) **Waiver.** Waiver by MTAC or any breach or default hereunder by Consultant shall not constitute a continuing waiver or any other breach or default.

(7) **Successors and Assigns.** Each Party agrees to bind itself, its partners, successors, assigns and legal representation to the other Party hereto with respect to its obligations under this Agreement. Neither Party shall have the right to assign any of its rights and obligations under this Agreement either in part or in whole without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, MTAC may assign or transfer this Agreement to an entity under its common control, without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor.

(8) **Severability.** In the event any provision of this Agreement shall be held or found to be invalid or unenforceable under any applicable law or court decision, such invalidity or enforceability shall not render this Agreement invalid or unenforceable as a whole.

(9) **Indemnification:** The parties agree and acknowledge that unions regularly file unfair labor practices as part of their campaign strategy to delay an election or harass an employer and that, in most cases, these charges are dismissed after investigation by the NLRB. For this reason the client agrees that it will have responsibility for all costs and fees associated with defending all unfair labor practice charges that are investigated by the NLRB in relation to the engagement covered by this agreement. Notwithstanding the foregoing, the parties agree that should the NLRB complete its investigation of alleged unfair labor practice(s) AND issue a complaint about unfair labor practice(s) related to this matter AND one or more of those charges allege:

a. A specific unlawful action or statement of an LRI on-site consultant (as opposed to a statement or action made by an employee or agent of the client unless it is proven as described below that the employee or agent was specifically instructed to perform the unlawful act by the LRI on-site consultant as opposed to misunderstanding or misinterpreting an instruction); AND

b. The NLRB issues a complaint specifically alleging this action or statement made by the LRI on-site consultant (or advice by the LRI consultant) was unlawful;

Then the parties agree that LRI shall defend, indemnify and hold harmless the client for actual liabilities, costs and expenses incurred by client for the specific allegation of an improper act or statement from an LRI on-site consultant.

LRI agrees to assist the client with any investigation of unfair labor practice(s) filed in connection with this engagement but the client acknowledges that any costs or fees associated with the investigation or possible



settlement of unfair labor practices (except for the defense, indemnification and hold harmless obligations as described above) shall be the sole responsibility of the client and shall not be the responsibility of LRI. For purposes of this Agreement, an allegation of improper conduct shall be considered "proven" if:

- a. The NLRB states in a final ruling that an LRI on-site consultant's act, statement or instruction to a client employee or agent was the basis for an unfair labor practice; or
- b. A mutually agreed upon neutral arbitrator (if the parties cannot agree on an arbitrator they agree to have one assigned from the Federal Mediation and Conciliation Service) rules after hearing all the evidence that an LRI on-site consultant's act, statement or instruction to a client employee or agent was the cause of an unfair labor practice (as opposed to a misunderstanding or misinterpretation of an instruction).

The parties acknowledge and agree that, except as outlined above, the client releases, waives and agrees that LRI shall not be liable for any other costs, fees or damages of any kind whatsoever that are related to this engagement.

(10) **Controlling Law.** This Agreement and all acts, transactions, rights, and obligations relating thereto shall be governed by and construed under the laws of the State of Alaska, without regard to conflict of law principals.

(11) **Counterparts.** This Agreement with any Attachments, may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the Agreement.

(12) **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(13) **Conflicting Terms.** Should any terms and conditions of any attachment to this agreement conflict with any terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall take precedence.

(14) **Entire Agreement.** This Agreement together with any Attachments referenced herein constitutes the entire Agreement and understanding between the Parties with respect to the subject matter herein and supercedes any previous agreements or understandings, whether verbal or written, between the Parties with respect to the subject matter herein. This Agreement may not be amended or altered in any way except in a writing executed by an authorized representative of each Party.

ACCEPTANCE:

We accept the proposal above and the option selected:

OPTION 1: _____

For LRI Consulting Services, Inc.

For MTA Communications

Phillip B. Wilson
President – General Counsel

DATE: March 22, 2010

Ms. Elaine Jordan
Director of Performance Integrity
DATE: