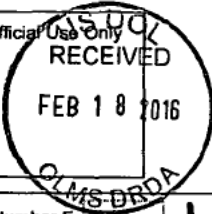


FORM LM-10 EMPLOYER REPORT

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.

For Official Use Only



READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT

Part A

605384

| | |
|---|--|
| <p>1. File Number E- 66782</p> | <p>2. Fiscal Year Covered From: 06 / 29 / 2014 Through: 06 / 27 / 2015</p> |
| <p>3. Name and address of Reporting Employer (inc. trade name, if any).</p> <p>Employer: Sysco Grand Rapids LLC</p> <p>Trade Name: </p> <p>Attention To: Theodore <input type="checkbox"/> Twyman</p> <p>Title: Vice-President - Operations</p> <p>Mailing Address</p> <p>P.O. Box, Bldg., Room No., if any: </p> <p>Street: 3700 Sysco Court S.E.</p> <p>City: Grand Rapids</p> <p>State: Michigan ZIP Code + 4: 49512</p> | <p>4. Name and address of President or corresponding principal officer, if different from address in Item 3.</p> <p>Name: Tom <input type="checkbox"/> Shaeffer</p> <p>P.O. Box, Building and Room Number, if any: </p> <p>Street: </p> <p>City: </p> <p>State: ZIP Code + 4: </p> |
| <p>5. Any other address where records necessary to verify this report will be available for examination.</p> <p>Name: <input type="checkbox"/> </p> <p>Title: </p> <p>Organization: </p> <p>P.O. Box, Building and Room Number, if any: </p> <p>Street: </p> <p>City: </p> <p>State: ZIP Code + 4: </p> | <p>6. Indicate by checking the appropriate box or boxes where records necessary to verify this report will be available for examination.</p> <p><input checked="" type="checkbox"/> Address in Item 3</p> <p><input type="checkbox"/> Address in Item 4</p> <p><input type="checkbox"/> Address in Item 5</p> |
| <p>7. Type of organization.</p> <p><input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Other (specify) Limited Liability Company</p> | |

Signatures

Each of the undersigned, duly authorized officers of the above employer 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 VIII on penalties in the instructions.)

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| <p>13. Signed T. Ornel President (if other title, see instructions)</p> <p>Title: President</p> <p>On: 02 / 15 / 2016 Date 616-977-4565 Telephone Number</p> | <p>14. Signed J. Smith Treasurer (if other title, see instructions)</p> <p>Title: Other (Specify) Chief Financial Officer</p> <p>On: 02 / 14 / 2016 Date 616-975-1312 Telephone Number</p> |
|--|--|

Name of Reporting Employer: Sysco Grand Rapids LLC

File Number E-

8. Type of Reportable Activity Engaged In By Employer

Read the following questions and the accompanying instructions carefully, taking into consideration the exclusions listed in the instructions for these items, and check either "Yes" or "No" for each item. For each item that is answered "Yes", you must attach a Part B which appears on Page 3. Complete a separate Part B for each "Yes" answer to any of Items 8.a. through 8.f. Also, if the answer is "Yes" for more than one person or organization, complete a separate Part B for each person or organization. If you answer "Yes", enter the number of Part Bs that are submitted for that item in the line indicated.

| DURING THE FISCAL YEAR COVERED BY THIS REPORT: | YES | NO | If "Yes", number of Part Bs attached |
|---|-------------------------------------|-------------------------------------|--------------------------------------|
| 8.a. Did you make or promise or agree to make, directly or indirectly, any payment or loan of money or other thing of value (including reimbursed expenses) to any labor organization or to any officer, agent, shop steward, or other representative or employee of any labor organization? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 0 |
| 8.b. Did you make, directly or indirectly, any payment (including reimbursed expenses) to any of your employees, or to any group or committee of your employees, for the purpose of causing them to persuade other employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing without previously or at the same time disclosing such payment to all such other employees? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 0 |
| 8.c. Did you make any expenditure where an object thereof, directly or indirectly, was to interfere with, restrain, or coerce employees in the right to organize and bargain collectively through representatives of their own choosing? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 0 |
| 8.d. Did you make any expenditure where an object thereof, directly or indirectly, was to obtain information concerning the activities of employees or of a labor organization in connection with a labor dispute in which you were involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 0 |
| 8.e. Did you make any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person undertook activities where an object thereof, directly or indirectly, was to persuade employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing; or did you make any payment (including reimbursed expenses) pursuant to such an agreement or arrangement? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1 |
| 8.f. Did you make any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person undertook activities where an object thereof, directly or indirectly, was to furnish you with information concerning activities of employees or of a labor organization in connection with a labor dispute in which you were involved; or did you make any payment pursuant to such agreement or arrangement? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 0 |

TOTAL NUMBER OF PART Bs FOR THIS REPORT IS 1

Part B

| | |
|--|----------------|
| Name of Reporting Employer: Sysco Grand Rapids LLC | File Number E- |
|--|----------------|

| | | | | | | |
|--|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|-----------------------------------|
| Check Item Number (from Page 2) to which this Part B applies | ITEM 8.a <input type="checkbox"/> | ITEM 8.b <input type="checkbox"/> | ITEM 8.c <input type="checkbox"/> | ITEM 8.d <input type="checkbox"/> | ITEM 8.e <input checked="" type="checkbox"/> | ITEM 8.f <input type="checkbox"/> |
|--|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|-----------------------------------|

| | |
|---|--|
| 9.a. <input type="checkbox"/> Agreement <input type="checkbox"/> Payment <input checked="" type="checkbox"/> Both | 9.c. Position in labor organization or with employer (if an independent labor consultant, so state). Independent Labor Consultant |
|---|--|

| | |
|--|--|
| 9.b. Name and address of person with whom or through whom a separate agreement was made or to whom payments were made. Name: James Teague P.O. Box, Building and Room Number, if any: Suite 225 Street: 806 South Yale Avenue City: Tulsa State: Oklahoma ZIP Code + 4: 74136 | 9.d. Name and address of firm or labor organization with whom employed or affiliated. Organization: International Labor Relations P.O. Box, Building and Room Number, if any: Suite 225 Street: 806 South Yale Avenue City: Tulsa State: Oklahoma ZIP Code + 4: 74136 |
|--|--|

| | |
|---|--|
| 10.a. Date of the promise, agreement, or arrangement pursuant to which payments or expenditures were agreed to or made. 11/26/2014 | 10.b. The promise, agreement, or arrangement was: <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written* <input type="checkbox"/> Both (*Written agreements entered into during the fiscal year must be attached.) |
|---|--|

| 11.a. Date of each payment or expenditure (mm/dd/yyyy). | 11.b. Amount of each payment or expenditure | 11.c. Kind of each payment or expenditure (Specify whether payment or loan, and whether in cash or property) |
|---|---|--|
| 12/30/2014 | 22,677 | Payment by Check |
| 01/27/2015 | 38,177 | Payment by Check |
| 02/02/2015 | 17,506 | Payment by Check |
| 03/02/2015 | 10,918 | Payment by Check |
| 04/06/2015 | 14,303 | Payment by Check |

12. Explain fully the circumstances of all payments, including the terms of any oral agreement or understanding pursuant to which they were made.

The above-named Consultant was retained to assist the Reporting Employer in lawfully communicating to its employees factual information about labor organizations and about the collective bargaining process and to attempt--without any threats of adverse consequences or any promises of benefits--to persuade the employees to freely choose to refrain from designating any labor organization to represent them for the purposes of collective bargaining.

Part B - continued

| | |
|--|----------------|
| Name of Reporting Employer: Sysco Grand Rapids LLC | File Number E- |
|--|----------------|

| | | | | | | |
|--|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|-----------------------------------|
| Check Item Number (from Page 2) to which this Part B applies | ITEM 8.a <input type="checkbox"/> | ITEM 8.b <input type="checkbox"/> | ITEM 8.c <input type="checkbox"/> | ITEM 8.d <input type="checkbox"/> | ITEM 8.e <input checked="" type="checkbox"/> | ITEM 8.f <input type="checkbox"/> |
|--|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|-----------------------------------|

| | |
|---|--|
| 9.a. <input type="checkbox"/> Agreement <input type="checkbox"/> Payment <input checked="" type="checkbox"/> Both | 9.c. Position In labor organization or with employer (if an independent labor consultant, so state). <div style="border: 1px solid black; padding: 2px;">Independent Labor Consultant</div> |
|---|--|

| | |
|---|--|
| 9.b. Name and address of person with whom or through whom a separate agreement was made or to whom payments were made. Name <div style="border: 1px solid black; padding: 2px;">James</div> <div style="border: 1px solid black; padding: 2px;">Teague</div> P.O. Box, Building and Room Number, if any <div style="border: 1px solid black; padding: 2px;">Suite 225</div> Street <div style="border: 1px solid black; padding: 2px;">806 South Yale Avenue</div> City <div style="border: 1px solid black; padding: 2px;">Tulsa</div> State <div style="border: 1px solid black; padding: 2px;">Oklahoma</div> ZIP Code + 4 <div style="border: 1px solid black; padding: 2px;">74136</div> | 9.d. Name and address of firm or labor organization with whom employed or affiliated. Organization <div style="border: 1px solid black; padding: 2px;">International Labor Relations</div> P.O. Box, Building and Room Number, if any <div style="border: 1px solid black; padding: 2px;">Suite 225</div> Street <div style="border: 1px solid black; padding: 2px;">806 South Yale Avenue</div> City <div style="border: 1px solid black; padding: 2px;">Tulsa</div> State <div style="border: 1px solid black; padding: 2px;">Oklahoma</div> ZIP Code + 4 <div style="border: 1px solid black; padding: 2px;">74136</div> |
|---|--|

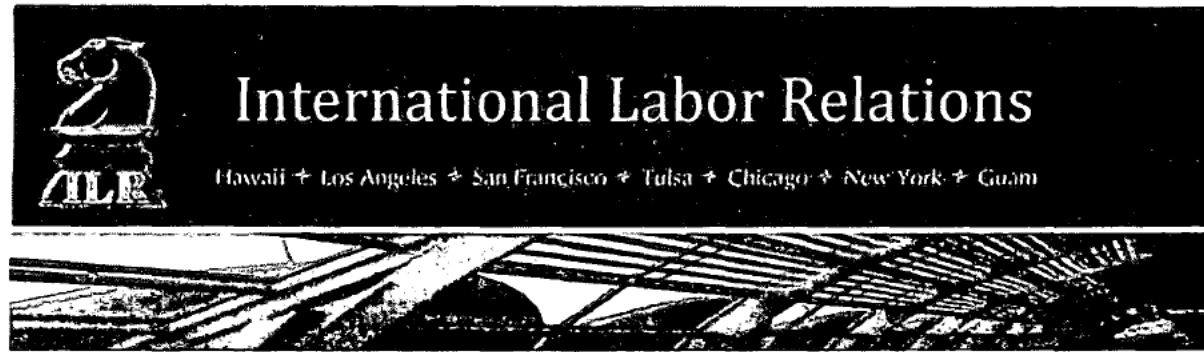
| | |
|---|---|
| 10.a. Date of the promise, agreement, or arrangement pursuant to which payments or expenditures were agreed to or made. <div style="border: 1px solid black; padding: 2px;">11/26/2014</div> | 10.b. The promise, agreement, or arrangement was: <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written* <input type="checkbox"/> Both <small>(*Written agreements entered into during the fiscal year must be attached.)</small> |
|---|---|

| 11.a. Date of each payment or expenditure (mm/dd/yyyy). | 11.b. Amount of each payment or expenditure | 11.c. Kind of each payment or expenditure (Specify whether payment or loan, and whether in cash or property) |
|---|---|--|
| 04/10/2015 | 10,863 | Payment by Check |
| | 0 | |
| | 0 | |
| | 0 | |
| | 0 | |

12. Explain fully the circumstances of all payments, including the terms of any oral agreement or understanding pursuant to which they were made.

The above-named Consultant was retained to assist the Reporting Employer in lawfully communicating to its employees factual information about labor organizations and about the collective bargaining process and to attempt--without any threats of adverse consequences or any promises of benefits--to persuade the employees to freely choose to refrain from designating any labor organization to represent them for the purposes of collective bargaining.

7-RC-147973



Date: November 26, 2014

Via Email: Twyman.Theodore@grr.sysco.com

Name : Theodore Twyman

Title: Vice President

Company: Sysco- Grand Rapids

Address: 3700 Sysco Ct SE- Grand Rapids, MI 49512

Phone: (469) 384-6050

RE: Sysco- Grand Rapids - Campaign Consulting

SITUATION ASSESSMENT:

This Engagement Letter outlines the terms of complete and comprehensive Consulting services to combat the organizing drive launched against the Company. "Union" has presumably more than 50% of the unit who have signed Authorization Cards purporting to authorize the Union to act as their exclusive representative for collective bargaining wages, hours and working conditions.

A petition has been filed with the NLRB Regional Director requesting that a vote be scheduled on the merits of the petition and an election is forthcoming.

A systematic, organized counter-campaign will be implemented to secure an election win. All executives, managers and supervisors must be thoroughly trained in what can be said and not said during a campaign to avoid unfair labor practice charges that could void or reverse a positive election outcome.

- Page 1 of 4 -

International Labor Relations 8086 South Yale Ave Suite 225 Tulsa, OK 74136 Direct: 918-633-6640

Time is of the essence in commencing work on behalf of the Company. Any delay is injurious to the Company's chances of successfully winning the election.

OBJECTIVES:

- Our objectives include conducting a thorough assessment as to the local management and conditions that led to the organizing effort.
- Training local management in the operation of the National Labor Relations Act including formation of the Company's Union-free philosophy statement, the enforcement of no-solicitation, no-distribution policies, a full understanding of the actual Union Organizing Plan, and an understanding of the use and misuse of Union Authorization Cards.
- Management's knowledge of what they can say during the Union campaign including disadvantages of Union representation from the viewpoint of the Company Services and the Company employees. A thorough understanding of the facts involving collective bargaining, strikes, Union fines against members, and obligations owed by employees to the Union.
- An understanding of what the supervisor can do prior to and during an organizing campaign. A thorough understanding of the TIPS rules including common questions that employees ask supervisors during pre-petition activity and desired responses.
- Supervisor/employee role-playing scenarios involving common situations that occur during Union organizing pre-petition activity.
- Systematic captive audience meetings with all supervisors and voting employees on a weekly basis, with distribution of appropriate handouts in English or any other applicable language.

VALUE TO THE ORGANIZATION:

- The value to the organization will include permitting the Company to continue to operate while systematically addressing campaign activity.
- Proactively identifying those factors and conditions by department that contribute to low employee morale and disaffection.
- One-on-one discussions with each manager and supervisor to localize issues that demand attention and possible correction. Reporting to senior management about the strengths and weaknesses in the organization that require immediate intervention and corrective action to minimize the likelihood of future Union encroachment.

TERMS AND CONDITIONS:

Fees: The fee for a day rate per Consultant is \$3000.00 per calendar day worked by each consultant including travel days.

This agreement includes one (1) Consultant for up to 5 days of Campaign Consulting including travel days. Should additional days of Management Consulting be requested by the Company, it is understood those additional calendar days plus travel days will be billed at \$3,000.00 per day per Consultant and are not subject to the partial guarantee. For purposes of this proposal/letter of engagement a consulting day means each calendar day worked and travel days by each additional individual Consultant.

In the event NLRB Representation is required and assigned to an International Labor Relations Consultant, NLRB Representation shall be billed at \$375 per hour off site or \$3000.00 per day plus travel days for on site NLRB Representation.

In the event that Public Relations and Media Management is required and assigned to an International Labor Relations Consultant, Public Relations and Media Management Consulting will be billed at \$375 per hour off site or \$3000.00 per calendar day plus travel days for on site Public Relations and Media Management Representation.

Company shall provide air travel, rental car, hotel accommodations, meals, and reasonable business expenses as set forth below to consultants through weekly billing to Company.

Initial Retainer: The initial retainer for Campaign Consulting is \$15,000.00 to be wired to International Labor Relation upon commencement of services.

Payment Terms: Payment of Statement of Services Rendered, to be delivered in an electronic format, is expected within 7 days upon delivery throughout the mutually agreed upon duration for Management Consulting.

Expenses: All airfare, hotel, and rental car expenses will be billed as incurred and are due upon presentation of ongoing Expense Reports and direct billed by the Consultant. All expenses not direct billed by the Consultant will be billed on behalf of the Consultant through International Labor Relations and are due upon receipt. Expenses may include unpaid transportation (air, rental car, taxi, parking, etc.), lodging expenses, food, and other reasonable business expenses.

AGREEMENT TERMS:

Copyright: 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.

U.S. Department of Labor Reporting Requirements: You further acknowledge that no representation by Pinnacle Labor Relations 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 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.

Arbitration: 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 California law governs any dispute between them and to resolve any disputes by arbitration in California under the American Arbitration Association rules.

ACCEPTANCE: Your signature below indicates acceptance of the terms and this proposal. In the event this Agreement is unsigned by Company, work commenced by Consultant on behalf of Company shall constitute acceptance by Company of all terms and conditions stated herein.


FOR INTERNATIONAL LABOR RELATIONS:



On this day of: _____

James Teague
CEO
International Labor Relations

FOR COMPANY:

Signature: 

On this day of: 11/26/14

Name: Ted Tuymen

Title: UP Operations

Company: Exsco Grand Rapids.

6