

AGREEMENT AND ACTIVITIES REPORT

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This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT

1. File Number: C- 00525

338612

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 Rotech Healthcare

Trade Name, if any

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

Street 2600 Technology Drive, Suite 300

City Orlando

State FLORIDA ZIP Code + 4 32804

7. Date entered into:

8 / 26 / 2007

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

Name Kim Lee

Name

Name

Name

Name

Signatures

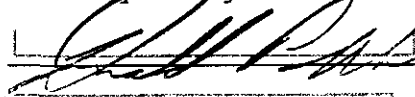
Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete.

Not Ready To Sign

s in the instructions.)

Not Ready To Sign

13. Signed

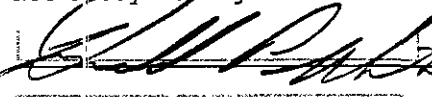


SIGN HERE

President
(if other title, see
instructions)

Title President

14. Signed



SIGN HERE

Treasurer
(if other title, see
instructions)

Title Treasurer

Stamp

Delete

On 10/8/2007

918-455-9995

Date

Telephone Number

Clear Signatures

On 10/8/2007

918-455-9995

Date

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:

TEST PG CNT

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

11.b. Period during which performed:

8/28-8/31, 9/4-9/7, 9/10-9/14, 9/19

11.c. Extent performed:

fully performed

11.d. Name and address through whom performed:

Name Alex Casillas

Organization Action Resources

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

Street 1119 S Mission Road, Suite 223

City Fallbrook

State CALIFORNIA ZIP Code + 4 92028

Additional Name and address through whom performed, if any:

Name Joseph Brock

Organization East Coast Labor Relations, LLC

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

Street 151 Forge Road

City Delran

State New Jersey ZIP Code + 4 08075

12.a. Identify subject groups of employees:

Patient Service Technicians, Warehouse Leads,
Warehouse Clerks

12.b. Identify subject labor organizations:

Teamsters

AGREEMENT FOR CONSULTING SERVICES

TO: Mr. Kim Lee
Roswell Home Medical / Major Medica
4201 Yale Blvd. NE, Suite D
Albuquerque, NM 87107

DATE: August 24, 2007

PROPOSED INTERVENTION:

LRI Consulting Services, Inc. will provide consulting services to assist Rotech Healthcare in communicating factual and legally accurate information to eligible voters in NLRB-conducted election to enable voters to make fully informed choices in voting.

TIMING:

The project will begin on or about August 28 and conclude on or about September 19, 2007.

TERMS AND CONDITIONS:

Fees: The fee for this project is \$69,900 plus shipping and travel expenses.

Payment Terms: A 50% deposit is required upon acceptance of this proposal with the balance due within 30 days or prior to the date of your election, whichever is first. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of the consultant(s) and a penalty of 1.5% per week until all outstanding invoices are paid in full.

Expenses: Expenses will be billed as actually incurred and are due on presentation of the invoice. Reasonable business expenses include, but are not limited to, transportation (air, rental car, taxi, etc.), lodging, food, and costs for campaign communication materials.

You further acknowledge that no representation by LRICS 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. Your deposit, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein.

ACCEPTANCE:

We accept the Agreement and terms described above:

For LRI Consulting Services, Inc.

For Company Name



Phillip B. Wilson
Vice President – General Counsel

R Kimbark Lee
Vice President and Associated General Counsel

DATE: August 24, 2007

DATE: