U.S. Department of Labor Office of Labor-Management Standards

## 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)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

11-12/12/

| 418151  |  |
|---|--|
| 1. File Number: C- 753  |  |
| Dames Filling   |  |
| Person Filing  2. Name and mailing address (include ZIP Code):  | 3. Any other address where records necessary to verify this report are kept:   |
| Name James Misercola  | Name   |
| Title CEO   | Title  |
|   | The same of the control of the contr |
| Organization Labor Educators  | Organization   |
| P.O. Box, Bldg., Room No., if any   | P.O. Box, Bldg., Room No., if any  |
| Street 325 Walnut Street  | Street   |
| City Bridgewater  | City   |
| State MA ZIP Code + 4 02324   | State ZIP Code + 4   |
| 4. Date fiscal year ends: 5. Type of person:  |  |
| Dec / 31 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):   | 7. Date entered into: 12 / 31 / 2011   |
| Name Lauren Rubinson  | Venturance mark Venturance and Ventu |
| Organization MedEx Ambulance  | 8. Name of person(s) through whom made:  |
| Trade Name, if any  | Name   |
| P.O. Box, Bldg., Room No., if any   | Name   |
| Street 5650 West Howard Street  | Name   |
| City Skokie   | Name   |
| State IL ZIP Code + 4 60077   | Name   |
| Signa   | atures   |
| Each of the undersigned declares, under penalty of perjury and other applicable the information contained in any accompanying documents) has been examined true, correct, and complete. (See Section VII on penalties in the instructions.)  13. Signed  President (If other title, see | 14. Signed  Treasurer  (If other title, see  |
| Title instructions)   | Titleinstructions)   |
| On 1-27-12 Telephone Number   | On Date Telephone Number   |

| Filer: James Misercola Labor Educators  | File Number C-  |  |  |  |  |  |  |  |  |
|---|---|--|--|--|--|--|--|--|--|
|   |   |  |  |  |  |  |  |  |  |
| 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.):   |   |  |  |  |  |  |  |  |  |
| In excahnge for a fee of \$2,000, J. Misercola, a former officer and employee of the National EMS Association (NEMSA, provided videotaped information about his perceptions of and dealings with NEMSA.   |   |  |  |  |  |  |  |  |  |
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|   |   |  |  |  |  |  |  |  |  |
| Specific Activities to be Performed   |   |  |  |  |  |  |  |  |  |
| 11. For each activity, separately list in detail the information required (See instruct   | ions):  |  |  |  |  |  |  |  |  |
| a. Nature of activity:  |   |  |  |  |  |  |  |  |  |
| The video of J. Misercola was shown to employees of information about membership in NEMSA.  | MedEx Ambulance to provide them with factual                |  |  |  |  |  |  |  |  |
|   |   |  |  |  |  |  |  |  |  |
|   |   |  |  |  |  |  |  |  |  |
| 11.b. Period during which performed:  | 11.c. Extent performed:                                     |  |  |  |  |  |  |  |  |
| Video taping on 12/22/11  |   |  |  |  |  |  |  |  |  |
| 11.d. Name and address through whom performed:  | Additional Name and address through whom performed, if any: |  |  |  |  |  |  |  |  |
| Name  | Name  |  |  |  |  |  |  |  |  |
| Organization  | Organization  |  |  |  |  |  |  |  |  |
| P.O. Box, Bldg., Room No., if any   | P.O. Box, Bldg., Room No., if any                           |  |  |  |  |  |  |  |  |
| Street  | Street  |  |  |  |  |  |  |  |  |
| City  | City  |  |  |  |  |  |  |  |  |
| State ZIP Code + 4  | State ZIP Code + 4  |  |  |  |  |  |  |  |  |
| 12.a. Identify subject groups of employees:   | 12.b. Identify subject labor organizations:                 |  |  |  |  |  |  |  |  |
| While J. Misercola never met directly with any MedEx employees, J. Misercola's video taped statements about NEMSA were shown to MedEx EMTs, Paramedics, Billers, and Dispatchers.   |   |  |  |  |  |  |  |  |  |
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## WORK FOR HIRE AGREEMENT

Medical Express Ambulance Service, Inc. (d/b/a.MedEx Ambulance), 5650 West Howard Street, Skokie, IL 60077 and James Misercola, 325 Walnut Street, Bridgewater, MA 02324 desire to enter into an Agreement in which James Misercola agrees to create a certain work product for MedEx and MedEx agrees to pay Misercola a sum certain for the work.

The following matters shall be considered part of the underlying agreement between the parties.

- Misercola agrees to come to Chicago for the creation of a DVD detailing Misercola's experiences with NEMSA.
- 2. The date for the videotaping has been set for December 22, 2011.
- 3. Misercola agrees that MedEx will pay him \$2000 for his time plus reimbursement of travel and lodging expenses in the creation of the NEMSA DVD.
- 4. Misercola agrees that his work shall be considered as work for hire and that he has no ownership interest in the finished work product. MedEx shall have full ownership rights in the DVD and attendant footage. Misercola shall receive a copy of the raw DVD footage without any reference to MedEx, MedEx logos or other MedEx intellectual property.
- 5. MedEx agrees that it will only use the DVD and footage for "in-house" purposes and will not sell or reuse the footage for any purpose other than to inform its employees regarding NEMSA.
- 6. MedEx agrees to notify Misercola (via email) when the DVD is used after 2012. The parties agree MedEx's only duty under this provision is to provide Misercola notice that the DVD or footage is being used. Misercola agrees that no additional compensation will be due and that he will no other rights to alter the DVD content.
- 7. Misercola agrees that he will receive payment only upon completion of his presentation for the DVD. Payment shall be made payable to Labor Educators LLC.
- 8. The parties agree that this work is of a confidential and proprietary nature and will take all necessary measures to protect the confidential nature of the relationship and the work arising out of that relationship. Misercola agrees not to disclose the terms of this Agreement to any third party, other than his legal counsel, unless legally required to do so.

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| Jarne   | s Misercola |          |         |         |   |          |          |         |
| Date:   | 12-3        | 1-201    | 1       |         |   |          |          |         |
| :.      |             |          | 4.5     |         | 1 .                                       |          | e in the | terri y |
| MEDICAL | _EXPRESS AN | IBULANCE | SERVICE | E, INC. |   | :        | 1        |         |
| Bv:     | . •         |          |         |         |   |          |          |         |
| Date:   |             |          | 1       |         | 1 2 2 2 3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 | Way.     |          |         |

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