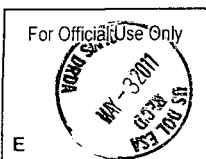


# FORM LM-20

## 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.

459105

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 Cooper Health System

Trade Name, if any Cooper University Hospital

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

Street Three Cooper Plaza, Suite 316

City Camden

State New Jersey

ZIP Code + 4 08103

7. Date entered into:

3 / 28 / 2011

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

Name Gary Lesneski

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 4/25/2011

Date

918-455-9995

Telephone Number

On 4/25/2011

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 3/29/2011

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name

Organization BJC and Associates Inc

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

Street 10108 Fehlberg Court

City St John

State Indiana

ZIP Code + 4 46373

Additional Name and address through whom performed, if any:

Name Gerald O'Brien

Organization

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

Street 23 Summit Heights

City North Oaks

State Minnesota

ZIP Code + 4 55127

12.a. Identify subject groups of employees:

Non Professional Employees

12.b. Identify subject labor organizations:

Food & Commercial Workers

Additional Names (Item 11.d)

O'Mara & Associates LLC  
6 Drakewood Lane  
Novato, CA 94947

Mary L Holden HR Employee Relations Consultant LLC  
1090 Willow Grove Court  
Rochester Hills, MI 48307

C Hunt Management Consulting Inc  
701 Love Henry Court  
Southlake, TX 76092

Jowske Consulting Services LLC  
4435 Cornwell Lane  
Whitmore Lake, MI 48189

East Coast Labor Relations LLC  
151 Forge Road  
Delran, NJ 08075



## PROPOSAL

TO: Gary Lesneski  
Senior Executive VP & General Counsel  
Cooper Health System  
Three Cooper Plaza, Suite 316  
Camden, NJ 08103

April 5, 2011

(856) 968-7381/office  
(856) 448-5034/cell  
lesneski-gary@cooperhealth.edu

### SITUATION ASSESSMENT:

You have asked for a proposal to provide consulting services to help you win your upcoming NLRB election. You have a few short weeks to educate your employees on the disadvantages of unions and convince them to put their trust in a direct relationship with you as opposed to an outside third party like the union. You want to make sure that your consulting is persuasive, legally sound and provides the best opportunity to build trust with your employees.

### PROPOSED INTERVENTION:

We will provide campaign consultant(s) who will speak directly with your employees to educate them about the disadvantages of unions.

### OBJECTIVES:

Our objectives for this project include:

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges; Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment;
- Maintain a direct-relationship at your facility (a unionized facility is normally less productive and profitable than a direct relationship one – most estimates place the “dead weight cost” of unionization around 25% more than the cost of operating non-union).

### MEASURES OF SUCCESS:

Our metrics will include:

- The vote outcome (or the withdrawal of the petition).

### VALUE TO THE ORGANIZATION:

The value to your company includes:

- You receive a program that is persuasive and proven, with **thousands of election wins**;
- You avoid a steep-and slippery-learning curve and are free to do the most important trust-building work.
- You can persuade your employees with an educational message and without engaging in “mud-slinging” – you will be able to communicate a positive message about the company.

### METHODOLOGY AND OPTIONS:

**OPTION 1:** We will provide expert campaign consulting with five (5) on-site facilitators to communicate your message directly to employees in employee meetings and one-on-one. Based on our joint assessment of need we will generally schedule 5 consultants on weekdays and 3 consultants on weekends (a budget of 31 consulting days per week), although we will be flexible based on needs as they develop. Our consultants will also work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over.

### TERMS AND CONDITIONS:

The fee is \$90,000 per week (plus travel expenses). This fee is due upon the delivery of the consulting services and is non-refundable.

Client Initials

**Payment Terms:**

We require a \$90,000 retainer payment due upon acceptance of the proposal. Each consultant's time will be billed at \$3,000 per day and credited to the retainer. You will receive regular statements outlining the number of days expended on your behalf and agree to settle all statements within 7 days. You agree to replenish the retainer each week. You also agree to coordinate, arrange and pre-pay consultants' airfare, hotel accommodations and, if deemed necessary, a rental car. Any additional expenses incurred by consultant(s) will be billed to you. 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.

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

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

For LRI Consulting Services, Inc.

For Cooper Health System

Phillip B. Wilson  
President – General Counsel

Gary Lesneski  
Senior Executive Vice President & General Counsel

DATE: April 5, 2011

DATE: April 5, 2011

Client Initials



## PROPOSAL

TO: Gary Lesneski  
Senior Executive VP & General Counsel  
Cooper University Hospital  
Three Cooper Plaza, Suite 316  
Camden, NJ 08103

March 30, 2011

(856) 968-7381/office  
(856) 448-5034/cell  
lesneski-gary@cooperhealth.edu

### **SITUATION ASSESSMENT:**

You have asked for a proposal to provide consulting services to help you win your upcoming NLRB election. You have a few short weeks to educate your employees on the disadvantages of unions and convince them to put their trust in a direct relationship with you as opposed to an outside third party like the union. You want to make sure that your consulting is persuasive, legally sound and provides the best opportunity to build trust with your employees.

### **PROPOSED INTERVENTION:**

We will provide a campaign consultant who will speak directly with your employees to educate them about the disadvantages of unions.

### **OBJECTIVES:**

Our objectives for this project include:

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges;
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment;
- Maintain a direct-relationship at your facility (a unionized facility is normally less productive and profitable than a direct relationship one – most estimates place the “dead weight cost” of unionization around 25% more than the cost of operating non-union).

### **MEASURES OF SUCCESS:**

Our metrics will include:

- The vote outcome (or the withdrawal of the petition).

### **VALUE TO THE ORGANIZATION:**

The value to your company includes:

- You receive a program that is persuasive and proven, with **thousands of election wins**;
- You avoid a steep-and slippery-learning curve and are free to do the most important trust-building work. You can persuade your employees with an educational message and without engaging in “mud-slinging” – you will be able to communicate a positive message about the company.

### **METHODOLOGY AND OPTIONS:**

**OPTION 1:** We will provide expert campaign consulting with four (4) on-site facilitators to communicate your message directly to employees in employee meetings and one-on-one. Our consultants will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. This will be an 8-day assignment where our team will conduct one round of employee communication meetings and an overall assessment of your campaign. At the conclusion of this phase we will provide a complete assessment of your likelihood of success and a proposed consulting schedule for the remainder of the campaign including a range of options in multiple budget ranges.

### **TERMS AND CONDITIONS:**

The fee is a project price of \$101,000 which includes our complete set of communication materials (videos, flyers, handouts, data and other communication tools) plus four (4) consultants for 8 days to conduct an initial assessment (plus travel expenses). Based on that assessment, we will determine if additional consulting will be necessary. This fee is due upon the delivery of the consulting services and is non-refundable.

Client Initials



LRI Consulting Services

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

www.LRIonline.com

**Payment Terms:** We require a full fee payment upon acceptance of the proposal. You also agree to coordinate, arrange and pre-pay consultants' airfare, hotel accommodations and, if deemed necessary, rental car. Any additional expenses incurred by consultant(s) will be billed to you. 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.

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

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

For LRI Consulting Services, Inc.

Phillip B. Wilson  
President – General Counsel

DATE: March 30, 2011

For Cooper University Hospital

Gary Lesneski  
Senior Executive Vice President & General Counsel

DATE: March 30, 2011

Client Initials

Labor Relations Institute, Inc.

7850 S. Elm Place • Suite E • Broken Arrow, Oklahoma 74011