

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

For Official Use Only

MAR 18 2015

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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)

581026

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

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 Eskaton

Trade Name, if any

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

Street 5105 Manzanita Avenue

City Carmichael

State CA

ZIP Code + 4 95608

7. Date entered into:

1 / 19 / 2015

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

Name Betsy Donovan

Name

Name

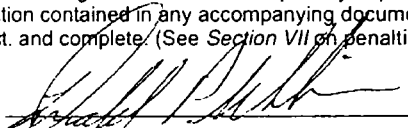
Name

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 CEO

14. Signed



Treasurer
(If other title, see
instructions)

Title President

On 3/12/2015

Date

918-455-9995

Telephone Number

On 3/12/2015

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 1/19/15

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Byron Clay

Organization BJC and Associates Inc

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

Street 10108 Fehlberg Court

City St John

State IN ZIP Code + 4 46379

Additional Name and address through whom performed, if any:

Name Evelyn Fragoso

Organization

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

Street 2700 Courtleigh Drive

City Bakersfield

State CA ZIP Code + 4 93309

12.a. Identify subject groups of employees:

CNA, RNA, Housekeeping, Maintenance, Dietary,
Laundry, Activities, Social Services Assistant,
Medical Records, and Receptionists

12.b. Identify subject labor organizations:

SEIU United Long Term Care Workers



LRI Consulting Services, Inc.

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

www.LRIonline.com

Proposal

January 19, 2015

Betsy Donovan
Senior VP, Chief Operating Officer
Eskaton
5105 Manzanita Avenue
Carmichael, CA 95608

916-334-0810
Betsy.Donovan@eskaton.org

RE: Campaign Consulting, Petition 20-RC-143903

Situation Assessment

You have asked for a proposal to provide materials and 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 rather than the union. You want to make sure that your consulting is persuasive, does not interfere with employees' protected rights and provides the best opportunity to build trust with your employees.

Proposed Intervention(s)


Campaign Consulting: For this option we will provide expert campaign consulting with an on-site facilitator to communicate your message 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 campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

Objectives

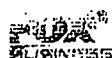
- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.
- Retain your direct-relationship with employees and preserve the operational flexibility needed to remain productive and profitable. The dead weight cost of unionization is estimated at 25% for most organizations.

Value to Organization

- You avoid a steep and slippery learning curve and are free to do the most important trust-building work.
- You can talk to employees without engaging in mudslinging. You are free to spend your time on a positive message about the company.
- Your communication strategy is legally proven and sound. Our communication tools have never been

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Broken Arrow, OK 74011



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found to be objectionable by the NLRB in thousands of elections.

- You receive a proven program, with over 10,000 successful client engagements.

Terms and Conditions

The fee for Consulting is \$3,000 per consultant per day (plus travel expenses). The retainer amount for consulting is \$15,000. For purposes of this proposal a consulting day means each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day.

Payment Terms


All fees are due upon the delivery of the consulting services and are nonrefundable. The retainer amount above is due upon acceptance and before we will commence work. We will credit invoices for days worked against this retainer. You agree to pay any additional consulting invoices upon receipt and to settle those statements within 14 days once the retainer has been depleted. Any additional expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and you agree to settle those statements within 14 days. 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.

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.

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 to 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 terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. 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 and the intervention(s) selected:

 Campaign Consulting

For LRI Consulting Services, Inc.

For Eskaton




Phillip B. Wilson, President/General Counsel

Betsy Donovan, Senior VP/Chief Operating Officer

Date: January 19, 2015

Date: 

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Proposal

February 10, 2015

Betsy Donovan
Senior VP, Chief Operating Officer
Eskaton
5105 Manzanita Avenue
Carmichael, CA 95608

916-334-0810

Betsy.Donovan@eskaton.org

RE: Pre-petition Campaign Consulting**Situation Assessment**

You want to provide a subject matter expert to educate and prepare your employees for union organizing activity. You want employees to understand that union cards are legal documents, that they need to protect their personal information and some of the common misunderstandings employees have about unions.

Proposed Intervention(s)

Pre-petition Campaign Consulting: For this option we will provide a senior LRI consultant to communicate your message directly to employees, to answer their questions accurately and assess your vulnerability during small group meetings.

Objectives


- Train employees on the facts about union cards, common tactics used to get employees to sign cards and the facts to consider before signing a union card.
- Provide a credible subject matter expert who immediately increases your capacity to legally and persuasively respond to potential union organizing activity.
- Assess the organizing union's progress and your vulnerability to determine the level of risk to your direct relationship with employees.
- Prevent NLRB petitions.

Value to Organization

- You substantially reduce your company's vulnerability to union organizing and become a "hard target" by making it difficult for an organizer to get cards signed using typical tactics.
- You will better understand your level of risk and make better decisions about responding to union organizing.
- You will better understand your employees' issues and your opportunities to improve employee relations and retain the direct relationship privilege.

Terms and Conditions

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Acceptance

We accept the proposal above and the intervention(s) selected:

BW Pre-petition Campaign Consulting

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: February 10, 2015

For Eskaton

Betsy Donovan, Senior VP, Chief Operating Officer

Date: 2/17/15

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