

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.

540106

1. File Number: C-

421

Person Filing

2. Name and mailing address (include ZIP Code):

Name **SANFORD RUDNICK**
Title **LABOR CONSULTANT**
Organization **H. SANFORD RUDNICK & ASSOC**
P.O. Box, Bldg., Room No., If any
Street **1200 MT. DIABLO BLVD. S105**
City **WALNUT CREEK, CA 94596**
State **CA.** ZIP Code + 4 **94596**

3. Any other address where records necessary to verify this report are kept:

Name **NO**
Title
Organization
P.O. Box, Bldg., Room No., If any
Street
City
State ZIP Code + 4

4. Date fiscal year ends:

12/31

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 **HOWELL ELECTRIC INC**
Organization
Trade Name, if any
P.O. Box, Bldg., Room No., If any
Street **519 ALDO AVE**
City **SANTA CLARA, CA. 95054**
State **CA** ZIP Code + 4 **95054**

7. Date entered into:

4 / 04 / 13

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

Name **KEN HOWELL, PRESIDENT**
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

Title **President**

President
(If other title, see
instructions)

14. Signed

Title **Treasurer**

Treasurer
(If other title, see
instructions)

On

8/12/13 925-256-0660
Date Telephone Number

On

8/12/13 925-256-0660
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.):

SEE ATTACHED RETAINER

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

Discussion of NLRB rules and regulations concerning how employees can vote for or against a Union during an election.

11.b. Period during which performed:

04-4-13 TO 07-18-13

11.c. Extent performed:

ELECTION COMPLETED

11.d. Name and address through whom performed:

Name KEN HOWELL

Organization HOWELL ELECTIC INC

P.O. Box, Bldg., Room No., If any 519 ALDO

Street 519 ALDO AVE CA

City

State SANTA CLARA ZIP Code + 4 95054

Additional Name and address through whom performed, if any:

Name

Organization

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

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

INSTALLATION EMPLOYEES

12.b. Identify subject labor organizations:

IBEW LOCAL 332

H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

LABOR CONSULTING AGREEMENT

The Undersigned does by this agreement consent to the following retainer agreement:

1. The term of the agreement will commence on 4-4-2013 and may be terminated at any time by either party by giving written notice to the other party.
2. My duties as a labor attorney/consultant will include only the rendering of labor relations consultation and management services in connection with the Employers labor relations activities. Sanford Rudnick is not a member of any bar association in California or any other state. He is an attorney since he obtained a post graduate degree from law school. Mr. Rudnick is authorized to practice before the NLRB according to Section 102.38 of it's Rules and Regulations. Mr. Rudnick has been practicing before the NLRB for approximately 30 year. Also, H. Sanford & Rudnick & Associates use the services of various law firms at no charge to the Employer concerning the Employer's labor relations.
3. Compensation will be \$ 350 per hour and \$ 3500 payable in advance as a retainer. Consulting fees and all expenses relating to the case shall be deducted from the amount of the retainer and any fees and costs exceeding the retainer shall be billed weekly on an itemized billing statement unless another retainer is requested. Payment for all services and costs is due upon receipt of each billing invoice either by check or credit card. Cancellation of the Retainer Agreement allows the client future work by a credit of work and not a refund of the balance of the retainer. Once the hours in the retainer are exceeded, another retainer must be remitted to continue working on the case. However, credit may be extended due to extenuating circumstances of the individual case.
4. H. Sanford Rudnick will use its best efforts to represent you and win your case but there is no guarantee of the outcome of your labor relations issue.
5. It is your responsibility to give us accurate information, to provide us with copies of relevant documents, to pay your bills when presented, and to keep us informed of your current information concerning the case. You must read all correspondence that we send you. If you have any questions or objections, you must tell us at once. If we present matters to you for a decision, you must make a decision after a reasonable amount of time.
- 6.(a) The parties agree that any dispute between the parties shall be resolved informally between the parties which arise out of the agreement. If the dispute cannot be resolved informally, the Employer agrees any controversy or dispute between the parties which shall arise with respect to the Agreement, the interpretation hereof, or any other matter relating hereto, shall be submitted only to arbitration in Walnut Creek, Ca. which the arbitrators are selected as hereinafter provided.

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6. (b) Arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association (the "Rules"), except as specifically provided in this paragraph. The dispute shall be submitted to two arbitrators, each of whom shall have had at least 5 years experience in the labor relations business of Federal Labor Law. One arbitrator shall be selected by each of the parties.

6.(c) In the event that either of the two parties shall not, within 10 days after notification of demand for arbitration hereunder shall not have selected its arbitrator, or cannot mutually agree to an arbitrator, such arbitrator shall be selected by the American Arbitration Association upon receipt of a request thereof by the other party. All submitted matters or any collection demand for arbitration is made in accordance with a specific time schedule adopted by the arbitrator.

6. (d) Each party shall have the opportunity to present evidence and witnesses in accordance with the Rules and schedule adopted by the arbitrator. In the event, any party fails to appear or present evidence, the arbitrator shall render their decision based solely on the information presented by the party who does so appear and present evidence. The determination of the arbitrator shall be final and binding upon all the parties and judgment may be entered on any award rendered by the arbitrator in any Federal or State court having jurisdiction. The Employer and H. Sanford Rudnick & Associates shall equally share all the costs of the fees and expenses of the arbitrator, or any other fees incurred in conjunction with the arbitration.

7. Payment of fees shall be billed weekly. Payment is due upon receipt of the weekly invoice and interest of 1% per month of the past amount due will be charged.

We require that your bill be current and if it becomes late we will require an additional retainer to continue work. If the invoice is not paid on time a late fee may be imposed.

Dated: 4-4-13

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4-4-13


H. Sanford Rudnick & Associates


KEN HOWELL, HOWELL ELECTRIC INC