

FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 07-31-2019



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.

684863

1. File Number: C- 68257

Person Filing

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

Name Joseph Brock
Title President
Organization Reliant Labor Consultants, LLC
P.O. Box, Bldg., Room No., if any
Street 10108 Fehlberg Court
City St John
State Indiana ZIP Code + 4 46373

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 18

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 Betsy Donovan
Organization Eskaton
Trade Name, if any
P.O. Box, Bldg., Room No., if any
Street 5105 Manzanita Ave
City Carmichael
State California ZIP Code + 4 95608

7. Date entered into:

10/19/18

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

Name
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

[Signature]
Title President

President
(If other title, see instructions)

14. Signed

[Signature]
Title Treasurer

Treasurer
(If other title, see instructions)

On

10-19-18

Date

Telephone Number

On

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.):

Written agreement attached. Engaged by Eskaton, Inc to educate employees on all aspects of unions so that they could make an informed decision on whether or not to support a union prepetition

Specific Activities to be Performed

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

a. Nature of activity:

Hold meetings informing employees on all aspects of unions so that they could make an informed decision on whether or not to support a union. Pre-petition

11.b. Period during which performed:

8-7 to 8/8/201; 10-15-18 to ongoing

11.c. Extent performed:

Ongoing

11.d. Name and address through whom performed:

Name Byron J Clay

Organization BJC and Associates

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 Andria D Simckes

Organization ADS Consulting, LLC

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

Street 7326 Hoover Ave

City Saint Louis

State Missouri ☒ ZIP Code + 4 63177

12.a. Identify subject groups of employees:

Certified Nursing Assistants; Housekeeping and Dietary Assistants

12.b. Identify subject labor organizations:

SEIU



Reliant Labor Consultants
Management Consulting for the Modern Workforce

Proposal/Contract

October 23, 2017

Eskaton

RE: Pre-Petition

First Steps

You have asked for a proposal to provide materials and consulting services to help you prevent a union from getting enough support to hold an election/or win an election should they be so successful. Since there is limited time 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 we should move quickly. It is important that your conversations with employees are persuasive, legally sound 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 by Byron Clay as an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings. This does not include representation before the NLRB.

Objective

- Prevent the filing of a Certification Petition
- Win an election with the NLRB by as wide a margin 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.
- Maintaining a direct-relationship at your facility (unionized facilities are less productive and profitable than direct relationship ones – the estimated “dead weight cost” of unionization around 25% more than the cost of operating non-union).

Value Reliant Labor Consultants, Inc. brings to your 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 “mud-slinging.” You are free to spend your time on a positive message about the company.
- Your communication strategy is legally proven and sound.



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Management Consulting for the Modern Workforce

Terms and Conditions

The fee for consulting is \$3000 per consultant per day (plus travel expenses). 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 non-refundable. You agree to pay any additional consulting invoices upon receipt and to settle those statements within 7 days. 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 7 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.

You further acknowledge that no representation by Reliant Labor Consultants, Inc. 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 terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. The parties agree that Indiana law governs any dispute between them and to resolve any disputes by arbitration in St. John, Indiana under the American Arbitration Associations rules.

Acceptance

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

For Reliant Labor Consultants, Inc

For Eskaton

Byron J. Clay, President

Betsy Donovan

Date: October 23, 2017

Date: _____

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