

AGREEMENT AND ACTIVITIES REPORT

Washington, DC 20210

JAN 25 2013

Official Use Only

LMRDA

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.

1. File Number: C- 00742

Person Filing

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

Name William D Leopardi

Title President

Organization Leopardi Labor Solutions, Inc.

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

Street 28161 Haria

City Mission Viejo

State California

ZIP Code + 4 92692

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 Terry Gray

Organization Emanuel Medical Center

Trade Name, if any

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

Street 825 Delbon

City Turlock

State California

ZIP Code + 4 95382

7. Date entered into:

12 / 18 / 2012

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

William D. Leopardi

President
(If other title, see instructions)

Title President

14. Signed

Treasurer
(If other title, see instructions)

Title

On 01/17/2013

Date

949-457-8087

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.):

Hourly paid. Reasonable and customary expenses reimbursed. See agreement attached.

Specific Activities to be Performed

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

a. Nature of activity:

Meet with employees to explain their rights under NLRA prior to NLRB election. Provide information and answer questions about collective bargaining.

11.b. Period during which performed:

Dec 19, 2012 to present

11.c. Extent performed:

On-going

11.d. Name and address through whom performed:

Name Self

Organization

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

Street

City

State ZIP Code + 4

Additional Name and address through whom performed, if any:

Name John de Groot

Organization Counterpoint

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

Street 2742 Rollo Road

City Santa Rosa

State California ZIP Code + 4 95404

12.a. Identify subject groups of employees:

Voting unit in case #32-RC-093820

12.b. Identify subject labor organizations:

Service Employees International Union

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- 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.

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a. Nature of activity:

Meet with employees to explain their rights under NLRA prior to NLRB election. Provide information and answer questions about collective bargaining.

11.b. Period during which performed:

Dec 19, 2012 to present

11.c. Extent performed:

On-going

11.d. Name and address through whom performed:

Name Carlos Ortiz
Organization Latino Labor Persuaders, LLC
P.O. Box, Bldg., Room No., if any
Street 150 W. Parker Road
City Houston
State Texas ZIP Code + 4 77076

Additional Name and address through whom performed, if any:

Name Gerri Ransom
Organization Latino Labor Persuaders, LLC
P.O. Box, Bldg., Room No., if any
Street 150 W. Parker Road
City Houston
State Texas ZIP Code + 4 77076

12.a. Identify subject groups of employees:

Voting unit in case #32-RC-093820

12.b. Identify subject labor organizations:

Service Employees International Union

Leopardi Labor Solutions
Agreement For Professional Services

December 18, 2012

In accordance with our conversations and mutual agreements, this will confirm that Emanuel Medical Center has retained Leopardi Labor Solutions ("LLS") to provide consulting services with respect to your labor relations matters (our "Services").

Our fees are typically charged on an hourly basis, calculated in minimum units of one-quarter hour, for all time actually expended rendering Services including travel time one-way. The billing rate for our services will be \$250 per hour.

Our Services will include (and the foregoing rates will also be applicable) to any time incurred-in connection with our testifying in any proceeding relating to you, whether such testimony is voluntary or is compelled. You will also be billed for our reasonable and customary out-of-pocket expenses incurred in rendering our Services, including overnight lodging, airfare, ground travel, meals, and messenger, telephone, translation costs, research, duplicating charges and other materials that are not billed directly to you. We operate on the principle that we endeavor to deliver the best possible services in a timely fashion and at a reasonable price. In return, we request that upon receipt of each invoice, you review it promptly to determine if you have any questions or comments. If you do, please call me directly. We anticipate billing you on a bi-weekly basis for our Services and expenses, and we expect that our invoices will be paid within fifteen (15) days of receipt. We retain the right to terminate our Services if you fail to pay our invoices in a timely manner.

On or before December 18, 2012, you will provide us with a retainer payment in the amount of Forty Thousand Dollars (\$40,000.00). On or before January 3, 2013 you will provide us with an additional retainer payment in the amount of Fifty Thousand Dollars (\$50,000). Both payments will be electronically transferred to Leopardi Labor Solutions, account #09927-43898 at Bank of America (routing #121000358). At the conclusion of this engagement and after payment of all of our fees and expenses, we will return to you, without interest, the unearned portion of the retainer or will credit it against the final invoice.

During the course of our Services, and upon your request, we will attempt to keep you fully advised as to the status and progress of the matters in which we am involved, including our view of your rights and potential liabilities or exposure, and our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. We will send you copies of all substantive correspondence and other documents generated in the course of rendering our Services. Upon your request we will also provide you with our best estimate of future fees and expenses that you may anticipate for our Services.

However, we must emphasize that we have not made, and cannot make, any representations or guarantees regarding the outcome of any matter or the actual amount of the fees or expenses you will incur for our Services. Often, the results obtained in a labor matter, and our fees and expenses, are determined by external factors beyond our control. In addition, please note that we are not attorneys and accordingly we cannot provide you with legal advice in the course of rendering our

Services. You should retain the services of experienced labor counsel in order to obtain legal advice in connection with labor matters.

In the event any dispute arises between us regarding fees or expenses, or the rendering of our Services, we mutually agree that such dispute shall be submitted to final and binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules and Mediation Procedures ("Rules") of the American Arbitration Association ("AAA"). Such arbitration shall be held in Orange County, California, and each of us consents to the jurisdiction of the Imperial County Superior Court in connection with matters ancillary to the arbitration proceedings. We both agree that the AAA and the AAA arbitrator assigned to the matter may proceed in the absence of a non-appearing party as provided for in the Rules. In any such arbitration, the arbitrator shall be instructed to award to the prevailing party its actual attorneys' fees and expenses incurred in connection with such arbitration.

With the exception of gross negligence or intentional misconduct on our part, in the event any third party brings any claim or action against us relating to or arising out of our Services you agree to indemnify, defend at your expense, and hold harmless me and any of our agents and employees, to the maximum extent permitted under applicable law.

With the exception of the following obligations: payments for services rendered, reimbursement for expenses incurred, and arbitration of disputes, this agreement shall terminate upon the receipt of written notice of termination provided by either party to the other.

You acknowledge that both LLS and your organization may be required to file certain reports regarding our activities with the U.S. Department of Labor.

This agreement reflects all of the terms and conditions of our engagement and supersedes any other discussions or agreements, oral or written, between us. If the terms of our engagement set forth in this letter agreement are satisfactory to you, please evidence your acceptance by initialing and signing the enclosed copy of this letter and returning it to me via email. I will return to you a fully signed agreement.

Respectfully,


William Leopardi

The foregoing letter agreement letter has been reviewed
by the undersigned and its terms are hereby agreed to and
accepted this 18 day of December 2012

Emanuel Medical Center

By: 