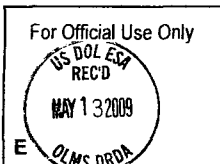


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 11-30-2006



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.

395739

1. File Number: C-661

Person Filing

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

Name Jill Cortis

Title President

Organization Paint Creek Group, Inc

P.O. Box, Bldg., Room No., if any P.O. Box 9

Street

City Lake Orion

State Michigan

ZIP Code + 4 48362

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:

Jun / 30

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 Angela Viera

Organization Rady Children's Hospital - San Diego

Trade Name, if any

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

Street 3020 Children's Way, MC 5052

City San Diego

State California

ZIP Code + 4 92123

7. Date entered into:

1 / 1 / 2009

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

Name Angela Viera

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

Jill E. Cortis

President
(If other title, see
instructions)

Title President

14. Signed

[Signature]

Treasurer
(If other title, see
instructions)

Title Other (Specify)

President

On

May 1 2009
Date

248 310 4626
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.):

Company was employed on a per hour basis pursuant to an oral contract.

Specific Activities to be Performed

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

a. Nature of activity:

Conduct training for employees on their rights under the NLRA. Topics discussed: NLRB election process, collective bargaining, company position on union, company benefits, policies and procedures.

11.b. Period during which performed:

January 2009 - March 2009

11.c. Extent performed:

Complete

11.d. Name and address through whom performed:

Name See Attachment A

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

Organization

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

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

All employees eligible to be in a bargaining unit.

12.b. Identify subject labor organizations:

Service Employees International Union

Attachment A – LM-20 – Paint Creek

11.d. Name and address through who performed

Bienvendido Rabano
6801 Rook Drive
Huntington Beach, CA 92647

Versala Parish
28920 Cullen Dr.
Romulus, MI 48174

About Business, Inc.
Roberta Buesching
6483 S Xenophon St.
Littleton, CO 80127-4812

Ernesto Zuniga
7037 Lanto Street
Commerce, CA 90040

Agreement For Professional Services

January 1, 2009

This letter agreement ("Agreement") will confirm that Rady Children's Hospital-San Diego, a non-profit public benefit corporation ("Client" or "Rady Children's"), has retained Paint Creek Group, Inc. ("Consultant") (collectively "the Parties") to provide consulting services with respect to your labor relations matters ("Services").

Client understands the Services to be performed under this Agreement will require Paint Creek Group, Inc. and contractors it employs for Services under this Agreement to make certain publicly-available filings pursuant to the Labor-Management Reporting Disclosure Act of 1959 ("LMRDA"). Client will consult with its legal counsel to determine the extent to which services envisioned by this Agreement require it to make filings under the LMRDA. Client acknowledges and agrees that Paint Creek Group, Inc. has not made any representations about whether Client will be required to file reports pursuant to the LMRDA, as Paint Creek Group, Inc. is not a law firm and does not provide legal advice. The Parties agree to provide to one another any information that either may request to ensure timely and accurate filing of documents that either may be required to file under the LMRDA.

With respect to any contractors that Consultant employs for Services under this Agreement, such contractors shall be approved by Client and undergo criminal background screening and tuberculosis screening in accordance with the Client's policies and standards.

Our fees are charged on an hourly basis, calculated in minimum units of one-quarter hour, for all time actually expended rendering our Services. The billing rate for consultants working under this Agreement is two hundred twenty-five dollars (\$225.00) per hour.

On the date on which we begin to render our Services, you will provide us with a retainer in the amount of twenty thousand dollars (\$20,000.00). At the conclusion of this engagement any then remaining portion of the retainer shall be applied to the final invoice for services and expenses. Any funds remaining after full payment of the final invoice shall be returned, without interest.

Our Services will include (and the foregoing rates will also be applicable) any time incurred in connection with our testifying in any proceeding relating to you, whether such testimony is voluntary or is compelled. Subject to the limitations below, you will also be billed for our reasonable and customary out-of-pocket expenses incurred in rendering our Services, including overnight lodging, business-class airfare, ground travel, meals, and other reasonable and customary expenses.

Travel and related expenses shall be submitted and reimbursed by Hospital in accordance with the terms of this Agreement and the Hospital's Travel Expense Reimbursement Policy attached as Attachment "A" ("Policy") and shall include itemized statements with receipts. In the event of any conflict between this Agreement and the Policy, the Agreement shall control. Paint Creek Group, Inc. (including its contractors) shall use best efforts to minimize expenses. All travel shall be done in the most cost-effective manner, usually economy based airfare. In the event

Rady Children's requires urgent on-site services, Consultant shall notify Rady Children's if Consultant requires air travel at business or first class level. Rady Children's shall not reimburse Consultant for travel time but shall reimburse Consultant for travel expenses that include airfare, taxi fare (to/from airport in San Diego), rental car in San Diego, and mileage expense for those contractors using their own car. Mileage incurred for greater than incidental travel shall be reimbursed at the IRS federal rate, currently \$0.55/mile. (Incidental travel includes travel to/from Consultant's home city airport.) All food expenses shall be reimbursed at a Per Diem rate of \$45.00 per consultant per day starting the first full day of the services. For example, consultant travels on Monday evening and begins providing services on Tuesday through Wednesday, resulting in a per diem allowance of \$90.00. Notwithstanding where the consultant elects to stay, all lodging expense shall be reimbursed in an amount not to exceed \$129.00/night (plus additional taxes and fees). Rady Children's shall reimburse Consultant the direct costs of other expenses, including telephone expense (if incurred), communication materials, reproductions, facsimiles, computer processing, and the like. To the extent that Rady Children's resources can be used for these items, Consultant shall do so. All such expenses shall be pre-approved by the Vice President, Human Resources, or designee, at Rady Children's. Rady Children's shall not reimburse expenses for which it has not provided prior written approval, which may occur by e-mail communication.

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 from us 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 no later than thirty (30) days after receipt. Any disputed bi-monthly or monthly invoice amount may be deducted on a line-item basis pending resolution thereof provided that Rady Children's notifies Consultant of the disputed portion of any invoice no later than thirty (30) days after the receipt of the invoice. The parties shall make good faith efforts to resolve any such disputes within thirty (30) days and shall reconcile the amounts due or owed and shall apply such amount to the following 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 labor relations matters in which we are involved and our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. Upon your request we will also provide you with our best estimate of future fees and expenses that you may anticipate for our Services.

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 San Diego, California and each of us consents to the jurisdiction of the United States District Court for the Southern District of California 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 reasonable

attorneys' fees and expenses incurred in connection with such arbitration. This Agreement shall be interpreted using California law without regard to choice of law issues.

In the event any third party brings any claim or action relating to or arising out of our Services, you agree to indemnify, defend at your expense, and hold harmless Paint Creek Group, Inc., and its agents and employees, to the maximum extent permitted under applicable law, for claims arising from acts or omissions by Rady Children's and its agents and employees.

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

This letter 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 signing the enclosed copy of this letter and returning it to me.

AGREED TO BY:

PAINT CREEK GROUP, INC.

Jill E. Cortis
President

The foregoing letter Agreement letter has been reviewed by the undersigned and its terms are hereby agreed to and accepted.

RADY CHILDREN'S HOSPITAL - SAN DIEGO

Name: _____

Title _____

Date: _____