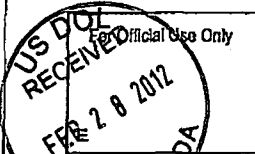


FORM LM-20
AGREEMENT AND ACTIVITIES REPORT



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.

File Number.

C.

754

475152

Person Filing	
2. Name and mailing address (include ZIP Code):	3. Any other address where records necessary to verify this report are kept:
Name Arch Y Stokes	Name
Title President/CEO	Title
Organization Stokes Roberts & Wagner ALC	Organization Stokes Roberts & Wagner ALC
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any Suite 1150
Street 3593 Hemphill Street	Street 600 West Broadway
City Atlanta	City San Diego
State Georgia ZIP Code +4 30337	State California ZIP Code +4 92101
4. Date fiscal year ends: Dec / 12	5. Type of person: a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input type="checkbox"/> Corporation d. <input checked="" type="checkbox"/> Other (Specify): ALC

Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code):	7. Date entered into: 12 / 6 / 2011
Name	8. Name of person(s) through whom made:
Organization Island Hotel Newport Beach LLC	Name Clay Halverson
Trade Name, if any The Island Hotel	Name
P.O. Box, Bldg., Room No., if any	Name
Street 690 Newport Center Drive	Name
City Newport Beach	Name
State California ZIP Code +4 90266	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 Arch Stokes President
(If other title, see instructions)
Title President

14. Signed Maria C. Roberts Treasurer
(If other title, see instructions)
Title Other (Specify)
Chief Financial Officer

On 2/11/2012 404-766-0076
Date Telephone Number

On 2/14/2012 619-232-4261
Date Telephone Number

Filer: Arch Stokes Stokes Roberts & Wagner ALC	File Number C-
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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.):

Fee per hour of service provided.

Specific Activities to be Performed

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

a. Nature of activity:

Provide legal representation before the National Labor Relations Board during the Representation Certification process, and provide information about petitioning union to employer after filing of RC petition.

11.b. Period during which performed: December 2011 - January 2012	11.c. Extent performed: Completed.
11.d. Name and address through whom performed: Name Arch Stokes Organization Stokes Roberts & Wagner P.O. Box, Bldg., Room No., if any Street 3593 Hemphill Street City Atlanta State Georgia ZIP Code + 4 30337	Additional Name and address through whom performed, if any: Name Peter Fischer Organization Stokes Roberts & Wagner P.O. Box, Bldg., Room No., if any Street 3593 Hemphill Street City Atlanta State Georgia ZIP Code + 4 30337
12.a. Identify subject groups of employees: Petitioned for group of banquet employees at The Island Hotel	12.b. Identify subject labor organizations: The Graphics Communications Conference of International Brotherhood of Teamsters



ATTORNEY'S RETAINER AGREEMENT

AGREEMENT made this ____ day of December 2011, by and between The Irvine Company, hereinafter known as "Client," and the firm of Stokes Roberts & Wagner, ALC, hereinafter known as "Attorneys."

PURPOSE OF REPRESENTATION

Client hereby retains and employs Attorneys to represent Client's interests in the 21-RC-69543 Petition filed by the Graphic Communications Conference of I.B. Teamsters against The Island Hotel, the resulting union campaign, and any issues that arise as a result of this campaign.

ADVANCEMENT OF EXPENSES

Attorneys will advance those expenses which do not exceed \$500 and which appear to the Attorneys to be reasonably necessary for the pursuit of the aforementioned claims, including court costs, expenses of investigation, costs of obtaining and presenting evidence, and any costs incurred during necessary travel out of town, for which reimbursement will be subsequently made by the Client.

Client shall reimburse Attorney for all costs and expenses incurred by Attorneys, including, but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, faxes at \$1 per page, in-office photocopying at \$.25 per page, parking, mileage at \$ 0.555 per mile, investigation expenses, consultants' fees, expert witness fees and other similar items. Client authorizes Attorney to incur all reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in Attorney's judgment.

ATTORNEYS' FEES

Client will pay Attorneys for legal services provided under this agreement at the respective hourly rates for the individual providing the services. The rates will be as follows:

Arch Y. Stokes	\$500 per hour
Karl M. Terrell	\$350 per hour
Ron Giusso	\$300 per hour
Peter G. Fischer	\$225 per hour

Attorneys will charge in increments of 1/10th of an hour rounded off for each particular activity to the nearest 1/10th of an hour. Minimum time charges for any particular activity will be 1/10th of an hour.

Our firm also requires the payment of a retainer by clients for new matters. Our retainer is intended only to be a prepayment for services actually rendered by us, and any amount remaining upon completion of the Project would be returned to you. We will credit our fees for services in connection with this matter against the retainer and, if and to the extent such fees exceed the retainer, we will bill them in accordance with our normal practice after fully applying the retainer. In the present case, that amount is \$10,000.

Client agrees to pay all sums that may become due and owing to Attorneys for services rendered within 30 days of receipt of the invoice for services. In the event Client fails to pay the full amount due and owing to Attorneys within 30 days of the date of the invoice, Attorneys have the right to demand immediate payment and to withdraw from representation of the Client.

ATTORNEY MALPRACTICE INSURANCE COVERAGE

Pursuant to California Business and Professions Code Sections 6147(a)(4), Attorneys hereby disclose that Attorneys do have in force and effect a policy of errors and omissions insurance applicable to the services to be rendered by Attorney to Client in this matter. The limits of said policy of insurance exceeds the minimum required to be disclosed pursuant to said Code provisions.

RELATED SERVICES

This contract covers only those legal services by Attorneys in pursuit of Client's interests in 21-RC-69543 Petition filed by Graphic Communications Conference of I.B. Teamsters, and the current union campaign and subsequent filings that may occur. If legal services requested by Client pertain to matters not covered by this Agreement, Attorneys and Client will discuss the billing rate for those services and reach a subsequent agreement concerning the billing rate.

SETTLEMENT

No settlement of any nature shall be made for any of the aforesaid claims of Client without the complete approval of the Client. Client agrees that it will make no settlement except in the presence of Attorneys and with their approval, and should it do so in violation of this AGREEMENT, client agrees to pay Attorneys all attorneys' fees and costs due and owing pursuant to the terms of this agreement.

WITHDRAWAL OR SUBSTITUTION

Attorneys may withdraw from the representation of Client with regard to the aforesaid claims at any time after giving reasonable notice thereof to Client. In the event Client substitutes Attorneys, Client remains responsible for all earned fees and incurred costs of Attorneys.

COOPERATION OF CLIENT

Client shall cooperate with the Attorneys and appear upon reasonable notice at any and all depositions and court appearances as may be required by law and shall comply with reasonable requests of Attorneys in connection with the preparation and presentation of the aforesaid claims of Client.

ARBITRATION

Client and Attorneys agree that in the event of any dispute concerning or arising out of, or related to, a claimed breach of this agreement, our engagement and/or the professional services rendered by the firm, or a failure to pay for professional services and other expenses specified, or any other disagreement of any nature, type or description, regardless of the facts or legal theories which may be involved, such dispute shall be resolved by confidential binding arbitration. Such dispute will be submitted to confidential binding arbitration in Atlanta, Georgia before the American Arbitration Association ("AAA"). Arbitration proceedings may be commenced by Client or Attorneys pursuant to the AAA's Commercial Arbitration Rules. The arbitration award and such proceedings shall be final and binding and a judgment upon such award may be enforced by any court of competent jurisdiction. Should Client elect to have any fee dispute arbitrated pursuant to nonbinding arbitration under statutory or case law, then such nonbinding arbitration shall determine only the issue of the amount of fees properly chargeable to Client. Any other claims or disputes between Client and Attorneys, including claims for professional negligence, shall remain subject to binding arbitration pursuant to this agreement. The parties acknowledge that this Agreement involves a transaction in interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, applies to this arbitration. Provided, however, that nothing in this section will be construed as prohibiting Client from filing and pursuing a grievance against Attorney with the State Bar of Georgia or any other applicable state bar.

_____ (Client Initials)

_____ (Attorneys Initials)

GOVERNING LAW

This letter is made and shall be governed by, and construed and enforced in accordance with the internal laws of the State of Georgia, without regard to the conflict of laws principles thereto, as the same apply to agreements solely by residents of Georgia and wholly to be performed within Georgia.

VENUE - SUBMISSION TO JURISDICTION

Client and Attorneys agree to submit to the jurisdiction of any state or federal court sitting in Atlanta, Georgia in any action or proceeding arising out of or relating to the enforcement of the arbitration provisions of this letter, and agree not to bring any such action or proceeding in any other court. Client and Attorneys agree to waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought, and each hereby waives any bond, surety, or other security that may be required of any other party with respect thereto.

CONFIDENTIALITY

Finally, as your attorneys, anything you explain to us is protected by the attorney-client privilege. This is to encourage candid discussions between Attorneys and Client so that they may feel comfortable that they can confide totally and without reservation in the other party and that the information being provided will not be reported to any third party, unless authorized by Client.

Further, it is important to note that if Client discusses any matters with persons other than Stokes Roberts & Wagner, such persons are not protected by the attorney-client privilege and could be witnesses against Client at some later time. Any inquiries from any other person related to Attorneys' representation of Client should be referred directly to Stokes Roberts & Wagner.

IT IS AGREED that Attorneys have made no guarantee regarding the success of the case and all expressions relative to the merit of the case are only matters of Attorneys' opinion.

Dated: December ___, 2011

THE IRVINE COMPANY

By: _____

Title: _____

Dated: December ___, 2011

STOKES ROBERTS & WAGNER

By: _____
Arch Stokes, Shareholder