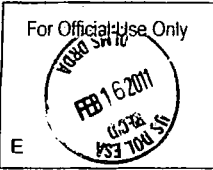


FORM LM-20

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.

443238

1. File Number: C- **00483**

Person Filing	
2. Name and mailing address (include ZIP Code): Name Lupe Cruz Title CEO Organization Cruz & Associates, Inc. P.O. Box, Bldg., Room No., if any Street P.O. Box 1831 City Upland State CA ZIP Code + 4 91785	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: 31-Dec / 2011	5. Type of person: a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input checked="" type="checkbox"/> Corporation d. <input type="checkbox"/> Other (Specify):

Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code): Name Gary Kiff, CEO Organization Beverly Hospital Trade Name, if any P.O. Box, Bldg., Room No., if any Street 309 West Beverly Blvd. City Montebello State CA ZIP Code + 4 90640	7. Date entered into: 1 / 11 / 2011 8. Name of person(s) through whom made: 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 <u><i>Lupe Cruz for Bill</i></u> President Title <u>President</u> On <u>6-Feb-11</u> Date <u>909-980-8736</u> Telephone Number	14. Signed _____ Treasurer Title <u>Treasurer</u> On _____ Date _____ Telephone Number
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Filer:

Lupe Cruz, Cruz & Associates, Inc.

File Number C-

00483

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.):

Paid hourly, expenses reimbursed.

Specific Activities to be Performed

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

a. Nature of activity:

Inform employees about their Section 7 rights and answer questions regarding collective bargaining

11.b. Period during which performed:

Jan 13 to present

11.c. Extent performed:

On-going

11.d. Name and address through whom performed:

Name **William Leopardi/Greg Passant**

Organization **Cruz & Associates, Inc.**

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

Street **P.O. Box 1831**

City **Upland**

State **CA** ZIP Code + 4 **91785**

Additional Name and address through whom performed, if any:

Name **Bill Michaelis**

Organization

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

Street **6930 Parsons Trail**

City **Tujunga**

State **CA** ZIP Code + **91042**

12.a. Identify subject groups of employees:

Registered Nurses

12.b. Identify subject labor organizations:

United Nurses Associations of California

Agreement For Professional Services

January 11, 2011



In accordance with our conversations and mutual agreements, this letter agreement will confirm that Beverly Hospital has retained Cruz & Associates Inc. 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-half hour, for all time actually expended rendering our Services including travel time one-way. The billing rate for Bill Leopardi is \$300 per hour. Should other consultants be engaged with your approval, their billing rates will not exceed \$300 per hour. Our rates are subject to review on January 1 of each year.

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 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 upon receipt. Any amounts not paid within 30 days of invoice date will bear interest at the rate of 1.5% per month. We retain the right to terminate our Services if you fail to pay our invoices in a timely manner.

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 are 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.

C&A
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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 San Bernardino County, California, and each of us consents to the jurisdiction of the San Bernardino 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.

It would be our strong desire that you not hire any of our consultants or employees. However, should you hire any of our consultants or employees who provided Services to you, either while we are providing Services, or for a six month period after we cease performing Services, you will pay us a finder's fee of 20% of the person's first year total compensation with your company,

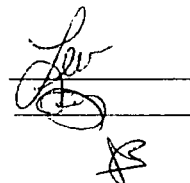
In the event any third party brings any claim or action against Cruz & Associates relating to or arising out of our Services you agree to indemnify, defend at your expense, and hold harmless Cruz & Associates, Inc., and its agents and employees, to the maximum extent permitted under applicable law.

With the exception of the following obligations: payments for services rendered, reimbursement for expenses incurred, indemnification, 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 Cruz & Associates and your organization may be required to file certain reports regarding our activities with the U.S. Department of Labor.

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 initialing and signing the enclosed copy of this letter and returning it to us by fax at 866-214-0574; and please mail us the copy bearing your initials and signature. We will initial and sign the hard copy and mail you a copy for your records.

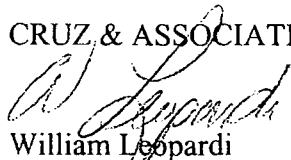
C&A
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The signature block contains the printed text "C&A" and "BH" on the left. To the right, there are two horizontal lines. The top line has a handwritten signature in blue ink. The bottom line has handwritten initials "AB" in blue ink.

Respectfully,

CRUZ & ASSOCIATES, INC.


William Leopardi
President

The foregoing letter agreement letter has been reviewed
by the undersigned and its terms are hereby agreed to and
accepted this 11TH day of January, 2011:

Beverly Hospital

By: Garry V. Kiff, President } CEO
