

H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

August 23, 2012

National Labor Relations Board
Office of Executive Secretary
1099 14th St. NW Room 11600
Washington, D.C. 20570
Attn: Executive Secretary, Lester Heltzer

Re: Ambuserve (Respondent)
Exceptions to Regional Director's Report on Objections
To Election in Case No. 21-RC- 081393

Dear Mr. Heltzer:

Pursuant the Board's rules and regulations concerning the filing of Exceptions to the Regional Director's Report on Respondent's Objections to the Election under the Rules and Regulations of the National Labor Relations Board (NLRB) under Section 102.69 and 102.67, the Respondent submits the following Exceptions and case law to the Regional Director's Report on Respondent's Objections to the Election with the National Emergency Medical Services Association/Nage Local 2/NEMSA (Union). (Exhibit 1, See Report on Objections from NLRB)

The petition was filed on May 18, 2012 by the Union. (See Exhibit 2)
The parties stipulated to an election agreement that an election was to be conducted on June 22, 2012 among the employees of the Respondent, in the unit agreed appropriate for the purposes of collective bargaining. (See Exhibit 3)

The tally of ballots was served upon the parties at the conclusion of the election, on June 22, 2012 showed that of approximately 97 eligible voters, 35 cast ballots for, and 32 cast ballots against the petitioner. There were two void ballots and six challenged ballots which were sufficient to affect the results of the election. (See Exhibit 4)

Subsequently, the parties entered into a written agreement that the challenges to the 6 determinative challenged ballots be overruled, opened and counted. (See Exhibit 5)

Thereafter, on July 6, such ballots were opened and counted, and a revised Tally of Ballots was served on the parties showing that of approximately 97 eligible voters, 39 cast ballots for and 34 against the petitioner, with no challenged ballots remaining. (See Exhibit 6)

On June 28, the Respondent filed timely objections to conduct of the Union affecting the results of the election that was served on the Union. (See Exhibit 7)

Also, Respondent filed the attached Statement of position and Declaration in support of the Objections to the Regional Director in Region 21. (See Exhibit 8)

SECTION A

THE REGIONAL DIRECTOR ERRED IN ITS APPLICATION OF THEIR EVIDENTIARY STANDARD WAS NOT SUBSTANTIAL OR MATERIAL TO SET ASIDE AN ELECTION WHICH WAS SHOWN BY THE CONDUCT OF THE UNION BY THEIR HANDOUTS AND OTHER PROMISES OF BENEFITS AND MISREPRESENTATIONS IN OBJECTIONS 1, 2, 5, 6, 9 and 13 THAT WERE FILED BY THE RESPONDENT.

OBJECTION NUMBER 1: The Union and/or its agents during the course of the election promised the employees they could get them a \$5.00 increase in wages and benefits if they voted for the union. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 2: During the course of the election, the Union and/or its agents made promises to the employees that they could prevent the Respondent from making any changes to their hours or by implementing more 24 hour shifts and other time changes if they voted for the Union. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 5: During the course of the election, the Union and/or its agents misrepresented to the employees the type of wages and benefits it would receive under union conditions. Said conduct interfered with the results of the election.

OBJECTION NUMBER 6: During the course of the election, the Union and/or its agents told the employees that they would get a contract at the Respondent that would improve their working conditions, wages and benefits. The Union stated they would get the same contract as they have at other Ambulance Companies. This conduct interfered with the results of the election.

OBJECTION NUMBER 9: During the course of the election, the Union and/or its agents made promises to the employees that negotiations would start immediately after the election and there could be no objections filed by the Company for any wrongful conduct by the Union if they voted for the Union. The union stated the company would automatically agree to the union's demands. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 14

During the course of the election the Union purchased meals and other benefits for the employees if they voted for the union. Said conduct interfered with the free atmosphere of the election.

With respect to Objection Number 1, if you closely examine the union's handouts in Exhibits 9-14, that was distributed to the Respondents employees during the election, no employee would be able to determine if these GUARANTEES and INCREASES of wages and benefits were just propaganda or true statements in the Regional Directors Report and Recommendations on Objections.

Thus, the Respondent believed the handouts in Nos. 9-14 distributed by the Union during the election created substantial and material issues which would warrant setting aside the election pursuant to Newport News Shipbuilding, 239 NLRB 82, 83-4(1978)

As the Regional Director has stated in his Report and Recommendations on the Objections on August 7, 2012, on page 7, it is well established that the burden of proof on the parties seeking to have a Board supervised election set aside is a heavy one. Safeway Inc 338 NLRB 525 (2002).

Furthermore, employees are generally able to understand that a union cannot obtain most benefits automatically by winning an election but must seek to achieve them through collective bargaining. See Burns Security Services, 256 NLRB 959, 962 (1981) citing Smith Company 192 NLRB,1098, 1101 (1971)

Again, Respondent contends that the handouts the Union gave to the Respondents' employees as seen in Exhibits 9-14 could be seen as benefits to the employees that interfered with the free atmosphere of the election since the employees could not distinguish between propaganda and the what was an actual benefit to the employees since they do not understand federal labor law as what can be legal or not legal during an election campaign.

The Respondent the Board erred in its decision by the 5 handouts distributed by the Union in Exhibits 9-14 by virtue of the fact that since an Employer cannot make any promises of benefits during an election, a Union should not be entitled to make any promises of wage and benefit increases to employees as well.

The union should be held to the same standard of conduct as an Employer. Both parties should be on an even playing field. Employees do not know if the Union is telling the truth since they might have never voted in a union election and do not know what a union can provide the employees. Further, employees are not labor attorneys who understand the laws of the NLRB.

Just as the Board prevents an Employer from making campaign promises either directly or indirectly, the Board should prevent a Union from making promises of increases in wages and benefits in any manner. Further, the handouts of the Union allegedly will obtain the same wages and benefits for employees at different companies it had contracts with is also a material misrepresentation.

How can the employees determine the truth or falsity of these increases since they were not involved in the negotiations with these different companies. It is possible that the handouts of the Union about achieving higher wages and benefits at different companies were not true as seen in Exhibit 10. In fact, in Exhibit 13 the Union stated that "voting union equals better pay and benefits" according to the Department of Labor that union members earn 28% more than non-union members in the USA. Again, how can the employees of the Respondent know if these statistics are true or false?

Hence, the Respondent alleges that Regional Director erred in their report due to the fact since an Employer cannot make promises in an election and a union should be held to the same standard and should not be able to make any promises of increases of wages and benefits as well.

In the instant case, the Respondent alleges the Regional Director has erred in that the Respondent has not presented substantial and material issues that would warrant setting aside the election by interfering with the free atmosphere of the election of the employees voting in the election concerning the 5 handouts the Union distributed during the election. In fact, the evidence the Respondent presented to the Board goes beyond being substantial and material to warrant a new election.

Hence, the Company believed this conduct by the Union interfered with the employees voting concerning the free atmosphere of the Election. (See *Teletype Corp.*, 122 NLRB 1594(1959); *General Cable Corp.*, 170 NLRB 1682, 1968).

In addition, in order to determine whether or not there was sufficient interference in the election to set aside the election, the Board looks at the totality of the wrongful conduct by the Union in an election not at the isolated incidents.

Thus, the Respondent contends, if the Board looked at the totality of the wrongful conduct by the Union in the instant election when they distributed the 5 handouts, the threats of a sale of the facility, employees losing their jobs and the Respondent would take retaliatory action against their employees, if they did not vote for the Union is substantial and material evidence to overturn the election.

With respect to Objection 14, according to Melissa Harris, president, anyone who came to a Union meeting at Starbucks was offered coffee and food. Respondent was told by numerous employees that this type of behavior was being conducted in order to induce a yes vote for the Union.

Again, the Respondent contends, if the Board looked at the totality of the wrongful conduct by the Union in the instant election when they distributed the 5 handouts in making promises higher wages and benefits, the threats of a sale, employees losing their jobs and the Respondent would take retaliatory action against their employees if they did not vote for the Union, were substantial and material evidence to overturn the election. Hence, the Respondent believes the Regional Director erred in their report when employees were offered food was a substantial benefit when combined with all the other promises the Union made during the election.

With respect to Objections Nos. 2, 5, 6, and 10 the Respondent alleges the Union made comments to employees that were misrepresentations of what union could achieve in negotiations, that is, higher wages and benefits. The Board stated that in *Midland National Life*, 263 NLRB 127, 133, (1982), the Board held that it would not probe into the truth or falsity of the parties campaign statements." Further, a misstatement of law is not objectionable. See *John W. Galbreath*, 288 NLRB 876, 877 (1988)

Again, the Respondent believed the Regional Director erred in their report in that employees are not Labor Attorneys and they do not know what is true or false on what a union can state or not state during a union election. Also, if you look at the totality of all objections in the election as stated by the Respondent they are material and substantial evidence to set aside the election.

SECTION B

THE REGIONAL DIRECTOR ERRED IN ITS APPLICATION THAT ITS EVIDENTIARY STANDARD WAS NOT SUBSTANTIAL OR MATERIAL TO SET ASIDE AN ELECTION WHICH WAS SHOWN BY THE CONDUCT OF THE UNION WHEN IT STATED THE RESPONDENT WAS GOING TO SELL ITS BUSINESS AND TERMINATE THE JOBS OF THE EMPLOYEES IN OBJECTIONS 3, 7, 8 , 10 AND 12 THAT WERE FILED BY THE RESPONDENT.

OBJECTION NUMBER 3: During the course of the election, the Union and/or its agents stated that if they did not vote for the union the Respondent would sell their business and terminate the employees' jobs. The Union agent told the employees this statement approximately 2 days before the election.

According to Respondent, Melissa Harris, President of Ambuserve, stated that mass text messages were sent by the Union to the employees encouraging them to call the broker and inquire if Ambuserve was for sale. Employees felt that they had job instability if the company were to sell. The Union made the employees think that that the Respondent was going to sell the company and the employees were in fear for their jobs. The employees were told that Respondent was selling the company in four-five days and that they needed to vote yes to be protected. The Union never contacted Respondent to question the validity of the sale before speaking to the employees.

OBJECTION NUMBER 7

During the course of the election the Union and its agents threatened the employees that if all the employees did not vote for the Union the employees would be fired by the Respondent by selling the business approximately two days prior to the election due to this threat. The employees voted for the Union in the Election. Said conduct interfered with the results of the Election.

According to the Respondent, the Union sent out blast texts and emails encouraging employees to contact the broker if they did not believe the company was for sale without knowing the validity of the circumstances. The business had been taken off of the market on April 22, 2012.

OBJECTION 8

During the course of the election the Union contacted a third party broker and asked him if the Respondent's business was for sale. The third party broker stated the Respondents business was for sale and had pending buyers when the third party had no agreement with the Respondent for the sale of the business. Also, said conduct by the Union was a material misrepresentation to the employees since the Union agent or agents were not purchasers of the business but used this confidential information to adversely affect the results of the election. Said conduct by the Union interfered and threatened the employees that the business would be sold if they did not vote for the union.

OBJECTION NUMBER 10: During the course of the election, the Union and/or its agents stated that if they did not vote for the union the employer would terminate their jobs or other retaliatory action against the employees. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 12: During the course of the election, the union and its agents called the former broker who was hired to sell the company and stated they were a possible investor. The Union used this confidential information to find out about a possible sale and told the employees that the Respondent was going to sell its business. However, the Respondent terminated the broker prior to the Election. The Union and its agents used this confidential information to threaten the employees approximately two days prior to the election to threaten to terminate the employees. Said conduct adversely affected the results of the election.

The Respondent contends that the Regional Director erred in their report since the Union threatened and prejudiced employees by implying disadvantageous economic consequences, loss of jobs, etc. the election should be set aside since it interfered with the free atmosphere of the election. See *Cal West Periodicals, Inc.* 330 NLRB 599, *Westwood Horizon Hotel*, 270 NLRB 802, 1984

Again, the Respondent believed this rumor of closure was substantial and material evidence that was sufficient to meet the burden of evidence pursuant to *Newport News Shipping*, 239 NLRB 82, 83-84 (1978)

Thus, the Respondent contends, if the Board looked at the totality of the wrongful conduct by the Union in the instant election when they distributed the 5 handouts, the threats of a sale, employees losing their jobs and the employer would take retaliatory action against their employees if they did not vote for the Union is substantial and material evidence to overturn the election. Hence, the Respondent believed the Regional Director erred in their decision and a new election should be held due to the totality of the wrongful conduct of the union during the election.

In the instant case, the Respondent believes that the Regional erred by citing Midland National Life Insurance Company, supra, in that the Board will not consider the truth or falsity of the parties statements regarding the sale of the Respondent. Again, Respondent contends that during an election the Union must be truthful in its conduct and must not intentionally deceive the employees in believing a falsehood as selling the Company or calling the broker about a possible sale of the company.

Also, the Respondent believed the Regional Director erred in their report when they stated the test in overturning an election is an objective one, is whether the Union's conduct has the tendency to interfere with the employees freedom of choice. See Harsco Corp. 336 NLRB 157, 158(2001)

The Respondent contends a reasonable person would interpret the Union's statements that the Respondent the selling a business would jeopardize their job security and harm them further when there is a recession going on throughout the United States.

Hence, the Respondent contends the Regional Director erred when they stated that a reasonable person would not objectively see such sale as conduct as interfering with the free atmosphere of the election.

SECTION D

THE REGIONAL DIRECTOR ERRED IN ITS APPLICATION OF THE EVIDENTIARY STANDARD WAS NOT SUBSTANTIAL OR MATERIAL TO SET ASIDE AN ELECTION WHICH WAS SHOWN BY THE CONDUCT OF THE UNION WHEN IT STATED THE UNION WAS GOING TO WAIVE PAYMENT OF INIATION FEES AND REDUCE DUES TO THE EMPLOYEES IN OBJECTION 4.

OBJECTION NUMBER 4: During the course of the election, the Union and/or its agents induced employees to sign union authorization cards by representing that if they signed an authorization card before the election, the Union would waive payment of initiation fees and reduce the dues of the employees. Said conduct interfered with the results of the election.

With respect to Objection Number 4, waiver of dues and initiation fees by the union, Respondent objected to statements the Union during the election by the union who stated they would waive the payment of initiation fees and dues if the employees voted for the union.

Respondent believed the Regional Director erred by stating this was not substantial and material evidence to prove a waiver of dues waiver of initiation was not sufficient evidence to show a promise of a benefit.

In the instant case, according to the statement of Melissa Harris, the president, the employees told her that they did not have to pay dues or initiation fees during the election process.

However, if a contract was signed by the parties then all the employees would have to pay union dues. The Respondent believed this was a promise of benefits and interfered with the free atmosphere of the election. (See NLRB vs Savior Mfg. 414 US 270, 1973)

Respondent contends, these promises were direct evidence which effect is the same, that is, promises of a benefit to the employees.

Again, Respondent contends, the Regional Director erred in his decision in overruling this objection by not considering the totality of the conduct, by not considering the other promises of wages and benefits along with the waiver of initiation fees and dues which interfered with the free atmosphere of the election.

This single objection cannot be looked at in a vacuum or by itself. Also, the Union falsified to the employees would not pay any dues for until a contract is accepted. Again, this was a misrepresentation concerning all the employees at the Company.

Again, the Respondent believed this was a promise of benefits and interfered with the free atmosphere of the election that was in the form of direct evidence. (See NLRB vs Savior Mfg. 414 US 270, 1973)

Thus, a hearing must be conducted to determine if the employees were told by the union about a promise of waiver of initiation fees if they signed authorization cards prior to the election pursuant to Handout No. 1 on September 7, 2011.

Also, the Union falsified to the employees they would not pay any dues or initiation fees which was a misrepresentation concerning all the employees at the Company.

SECTION E

THE REGIONAL DIRECTOR ERRED IN ITS APPLICATION OF THE EVIDENTIARY STANDARD THAT WAS NOT SUBSTANTIAL OR MATERIAL TO SET ASIDE AN ELECTION WHICH WAS SHOWN BY THE CONDUCT OF THE UNION WHEN THE UNION HAD A MEETING 24 HOURS PRIOR TO THE ELECTION IN OBJECTION 11.

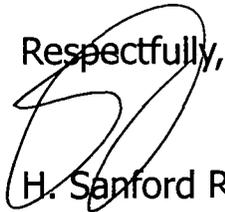
OBJECTION NUMBER 11: During the course of the election, the Union and/or its agents had a group meeting during the critical period or 24 hours prior to the election. Said conduct adversely affected the results of the election.

According to the Respondent, Melissa Harris, she stated on June 21, 2012, the Union called a meeting that was held at Starbucks in Gardena at 6pm. The Union stated the Respondent was going to sell the Company and jeopardized the employee's job security. The Respondent believed the Regional Director erred in their report when they stated the Union did not violate the 24 hour rule in having no meetings and it was voluntary on the part of the employees in attending the meeting.

The Respondent believed that this meeting was not voluntary when the Union put out rumors of closure and a sale that could jeopardize the job security of the employees. The employees were forced to go to the meeting to learn about the possibility of the Company being sold. This conduct has to be looked along with the totality of the other wrongful conduct of the union during the election concerning the union's promises of benefits, threats of a sale, job loss and forcing the employees to find out their about their future 24 hours before the election. Hence, the Respondent believes this objection should be reversed and a new election should be conducted.

Therefore, based on the alleged hereinabove errors by the Regional Director, the Board should order the Regional Director to conduct a hearing concerning the objections filed by the Respondent and order a hearing to set aside the election.

Respectfully,



H. Sanford Rudnick Labor Consultant

cc: Melissa Harris

NLRB, Region 21, Oliva Garcia Regional Director

Tim Talbot, Attorney for NEMSA

PROOF OF SERVICE

I certify that I am over the age of 18 and I am not a party to the within action. My business address is 1200 Mt. Diablo Blvd. S105, Walnut Creek, Ca. 94596. On August 23, 2012, I personally sent by fedex the Exceptions to the Regional Directors Report concerning the Dismissal of the Objections to the Election and caused it to be sealed and deposited in the United States Mail at Walnut Creek, Ca. with postage fully prepaid thereon, addressed in the manner set forth below:

National Labor Relations Board
Office of the Executive Secretary
1099 14th Street NW Room 11600
Washington DC 20570
Attn: Executive Secretary, Lester Heltzer

National Labor Relations Board Region 21
888 South Figueroa St. Fl 9
Los Angeles, Ca. 90017
Olivia Garcia, Regional Director (F 213-894-2778)

Talbot Law Group, Attorney's for NEMSA
Tim Talbot, Attorney at Law
105 East Street, S2E
Davis, Ca. 95616

NEMSA/SEIU Local 5000
Jason Herring, Business Representative
4701 Sisk Rd, S102
Modesto, CA. 95356 (F 209-572-4721)

I declare that the foregoing is true and correct to the best of my knowledge.

Dated: August 23, 2012


Alexandra Morgan



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 21**

AMBUSERVE AMBULANCE

Employer

and

Case 21-RC-081393

NATIONAL EMERGENCY MEDICAL SERVICES
ASSOCIATION/NAGE LOCAL 2

Petitioner

REPORT ON OBJECTIONS

This Report¹ contains my recommendations regarding the Employer's Objections to the election in the above-captioned matter. As set forth below, I recommend that Employer's Objection Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 be overruled in their entirety and that a Certification of Representative be issued to the Petitioner.

Procedural History

The petition in this matter was filed on May 18, 2012.² Pursuant to a Stipulated Election Agreement approved on May 30, 2012, an election by secret ballot was conducted on June 22, among the employees of the Employer, in the unit agreed appropriate for the purposes of collective bargaining.³ The tally of ballots, which was served upon the parties at the conclusion of the election, showed that of approximately 97 eligible voters, 35 cast ballots for, and 32 against the Petitioner. There were two void ballots and six challenged ballots, which were sufficient in number to affect the results of the election.

¹ This report has been prepared under Section 102.69 of the Board's Rules and Regulations, Series 8, as amended.

² Unless otherwise specified, all dates herein are in 2012.

³ The collective-bargaining unit agreed appropriate in this matter is composed of: "Included: All full-time, regular part-time, and per diem EMTs, Paramedics, Dispatchers, Call Takers, Vehicle Technicians, and Supply Clerks working in and out of the Employer's facility located at 15105 South Broadway, Gardena, California; Excluded: All other employees, office clerical employees, administrative employees, professional employees, guards and supervisors as defined by the Act."

EXHIBIT 1

Subsequently, the parties entered into a written agreement that the challenges to the six determinative challenged ballots be overruled, opened, and counted. Thereafter, on July 6, such ballots were opened and counted, and a Revised Tally of Ballots was served upon the parties showing that of approximately 97 eligible voters, 39 cast ballots for, and 34 against the Petitioner, with no challenged ballots remaining.

On June 28, the Employer timely filed objections to conduct affecting the results of the election, a copy of which was duly served upon the Petitioner. A copy of the Employer's Objections is attached hereto as Exhibit A. After reasonable notice to the parties to present relevant evidence, I have completed an investigation of the Employer's Objections, considered all evidence submitted by the parties and otherwise disclosed by the investigation, and hereby issue this Report thereon.

The Objections and Analysis

Objection No. 1

The Union and/or its agents during the course of the election promised the employees they could get them a \$5.00 increase in wages and benefits if they voted for the union. Said conduct adversely affected the results of the election.

Objection No. 2

During the course of the election, the Union and/or its agents made promises to the employees that they could prevent the Respondent from making any changes to their hours or by implementing more 24 hour shifts and other time changes if they voted for the Union. Said conduct adversely affected the results of the election.

Objection No. 5

During the course of the election, the Union and/or its agents misrepresented to the employees the type of wages and benefits it would receive under union conditions. Said conduct interfered with the results of the election.

Objection No. 6

During the course of the election, the Union and/or its agents told the employees that they would get a contract at the Respondent that would improve their working conditions, wages and benefits. The Union stated they would get the same contract as they have at other Ambulance Companies. This conduct interfered with the results of the election.

Objection No. 9

During the course of the election, the Union and/or its agents made promises to the employees that negotiations would start immediately after the election and their [sic] could be no objections filed by the Company for any wrongful conduct by the Union if they voted for the Union. The union stated the company would automatically agree to the union's demands. Said conduct adversely affected the results of the election.

Inasmuch as they are related, I will consider Employer's Objection Nos. 1, 2, 5, 6 and 9 together. The Employer provided a signed declaration from Employer Owner/President Melissa Harris in support of its Objections.

Regarding Objection Nos. 1 and 6, the Employer provided a copy of a one-page flyer titled "The NEMSA Difference Is FIVE" (herein "FIVE"), that the Petitioner distributed to unit employees, and which discusses improving employees' wages and benefits. A copy of the flyer is attached hereto as Exhibit B. Harris asserts that unidentified Petitioner representatives told unidentified employees "that they could receive \$5.00 more an hour and other employees were told that they may receive .50 less an hour."

In support of Objection No. 5, Harris states that several employees on unspecified dates told her that if they were represented by a union, the Employer "would have to offer dental vision and 401k" benefits. The Employer identified no witnesses to testify to these statements.

Other than repeating the allegations in Objection No. 9, the Employer presented no evidence in support of Objection No. 9. The Employer asserts that the conduct alleged in Objection Nos. 5 and 9 also constitutes misrepresentations of facts.

In support of Objection No. 2, Harris states that the Employer was turning down approximately 15 calls a day by not utilizing 24 hour shifts as there were not enough resources to handle the volume of calls. According to Harris, the Employer utilizes a system called "Resource Planner" to have a flexible schedule and determine the types of shifts to use for coverage prior to the petition being filed.

Harris further states that "the Union prevented me from complying with my past practice of changing shifts on a weekly basis to meet the scheduling needs of the employees." Harris states that on an unspecified date and time she asked the Petitioner "for an unlimited amount of 24 hour shifts to handle the call volume and were (sic) only allowed to put in 3 by the Union agent, Jason Herring."

Harris further asserts in support of Objection No. 2 that the "Union tried to shut down the Company." Harris states that during this time "many" unnamed employees were calling off and not showing up for work. Unnamed employees were "disgruntled and intentionally trying to sabotage AmbuServe as they wanted their 24's back." Harris states that she recalled a "Saturday during the election campaign on which the Employer had no Paramedic Cars on the road." Harris did not specify which Saturday is in question, did not identify the employees who allegedly called off on the Saturday, and did not submit any documentation to establish the problem of employees not coming in for work. While Harris states that "several employees" told her that this was intentional and planned, none of the "several employees" were identified. There is no assertion that the "several employees" were acting as agents of the Petitioner.

Harris further contends that several unidentified employees told her that unidentified Petitioner representatives told employees that it could prevent the Employer from implementing more 24 hour shifts or making other changes to their hours. Harris further

contends that unspecified misrepresentations were made by unidentified Petitioner representatives regarding Employer scheduling practices.

The Employer further argues the Union's denial of Harris' request to use her past practice of changing shifts on a weekly basis is a threat which "interfered with the free atmosphere of the election" and is a promise to employees that it could stop the Employer from implementing 24 hour shifts or "other time changes" if they voted for the Union.

For its part, the Petitioner denies that it engaged in any objectionable conduct or made any objectionable misrepresentations. Regarding Objection Nos. 1 and 6, the Petitioner denies that it promised employees a \$5.00 increase in wages and benefits if they voted for the Petitioner, that it would improve their wages, benefits and working conditions, or that it would get employees the same contract that the Petitioner has with other ambulance companies. In this regard, the Petitioner proffered a four-page flyer, including Exhibit B, which it distributed to employees, and each of which explains that wages and benefits are subject to negotiations with employers. The Petitioner notes that none of the flyers promised a \$5.00 increase in wages and benefits, but the flyers do explain that union-represented employees are generally better compensated than their non-union counterparts. Additionally, the Petitioner contends that it informed employees that it would fight for them to obtain the best contract possible through the collective-bargaining process, but could not promise them any wage or benefit increases or better working conditions. Regarding contracts which the Petitioner has at other ambulance companies, the Petitioner encouraged employees to review other Petitioner contracts to see what might be attained through bargaining, and provided some of those details in one of the flyers. A copy of page three of this flyer is attached hereto as Exhibit C.

With regard to Objection No. 5, the Petitioner denies that it misrepresented the type of wages and benefits employees would receive under union conditions. The Petitioner

states in one of its flyers, "There is NO law that an employer is required to provide health insurance to employees ... [or] pay vacation time, sick time, or paid time off." A copy of page four of this flyer is attached hereto as Exhibit D.

Regarding Objection No. 9, the Petitioner denies that it told employees that the Employer would automatically agree to the Petitioner's demands. Rather, as noted above, the Petitioner informed employees that terms and conditions of employment are subject to negotiation through the collective-bargaining process. Regarding the start of bargaining and post-election objections, the Petitioner points out that one of its flyers states, in relevant part:

"After Ambuserve EMS Professionals Vote NEMSA, NEMSA will hit the ground running! NEMSA Attorneys will immediately begin preparing for contract negotiations by requesting bargaining dates with Ambuserve and filing appropriate notices with the federal government."⁴

The Petitioner contends that Petitioner Organizer Shelley Hudelson told employees that there is a seven-day period following the election during which parties can file objections to the election, and if objections were filed, it could take several weeks for the NLRB to investigate and resolve them. Hudelson also told employees that if the Petitioner won the election, and no objections were filed, after the election was certified, the Petitioner would begin the process of selecting and training shop stewards, surveying the work force for purposes of contract negotiations, and scheduling dates with the Employer for contract negotiations. The Petitioner denies that it told employees that a demand to bargain would be made before the Petitioner was certified.

⁴ A copy of page two of this flyer is attached hereto as Exhibit E.

The Petitioner denies making the promises alleged in Objection No. 2. Rather, the Petitioner asserts that Hudelson told employees that while shift configurations and work hours are negotiable and would be addressed through the collective-bargaining process, employers in the ambulance transportation industry generally retain considerable flexibility in this area. The Petitioner asserts that after the petition was filed, the Employer resumed the use of 24 hour shifts which the Employer had previously cancelled.⁵

Regarding Objection Nos. 2, 5, and 9, the Employer alleges that the Petitioner made comments to employees which were misrepresentations. The Board does not regulate misrepresentations in election campaigns. In *Midland National Life Insurance Co.*, 263 NLRB 127, 133 (1982), the Board held that it would “no longer probe into the truth or falsity of the parties’ campaign statements...” Further, a misstatement of the law is not objectionable. See *John W. Galbreath & Co.*, 288 NLRB 876, 877 (1988).

It is well established that “the burden of proof on parties seeking to have a Board-supervised election set aside is a heavy one.”⁶ Furthermore, employees are generally able to understand that a union cannot obtain most benefits automatically by winning an election but must seek to achieve them through collective bargaining. *Burns Security Services*, 256 NLRB 959, 962 (1981), citing *Smith Co.*, 192 NLRB 1098, 1101 (1971).

Regarding Objections Nos. 1 and 6, the investigation has revealed no evidence that the Petitioner promised employees any increase in wages or benefits or schedule changes. Rather, comments to employees were phrased as possible outcomes of collective bargaining with the Employer – not guarantees. *Lalique N.A., Inc.*, 339 NLRB 1119 (2003). In this regard, Petitioner flyers presented statistical information from other unionized employers and explained

⁵ In its flyer which mentions 24-hour schedules, the Petitioner appears to support the Employer’s resumption of the use of such schedules. A copy of page three of this flyer is attached hereto as Exhibit F.

⁶ *Safeway, Inc.*, 338 NLRB 525 (2002) (internal quotes omitted), citing *Kux Mfg. Co. v. NLRB*, 890 F.2d 804, 808 (6th Cir. 1989), quoting *Harlan #4 Coal Co. v. NLRB*, 490 F.2d 117, 120 (6th Cir. 1974), cert. denied 416 U.S. 986 (1974).

that terms and conditions of employment are set through collective bargaining between unions and employers. Similarly, evidence of employee comments about dental, vision, and 401(k) benefits do not constitute promises by any party. Additionally, the Petitioner clearly informed employees that the law did not require the Employer to provide employees such benefits.

Regarding Objection No. 2, no evidence has been proffered regarding how the Petitioner affected employees' work shifts, which the Employer scheduled during the critical period before the election, or that any Petitioner statement regarding work schedules constituted objectionable threats or interference. *Burns Security Services*, supra. The evidence fails to establish the Petitioner made any threats concerning schedules or promises to the employees about shift schedules. The evidence, furthermore, fails to establish the Petitioner attempted to shut the Employer down by refusing to permit the Employer to use flexible schedules. I note that assuming the Employer's argument that it had a past practice of utilizing flexible schedules, it did not have to seek permission from the Union to utilize these schedules during the critical period.

The Employer submitted no evidence in support of Objection No. 9, which alleges that the Petitioner made certain promises to employees about bargaining and election objections. The Board has long held that parties filing objections must present specific and timely evidence in support of their objections. *Star Video Entertainment L.P.*, 290 NLRB 1010 (1988); and *Goody's Family Clothing*, 308 NLRB 181 (1992). Moreover, the statements alleged in Objection No. 9 do not constitute any promise of benefit. *Lalique N.A., Inc.*, supra. Further, regarding Objection Nos. 1, 2, 5, 6 and 9, the Employer failed to provide the names of any witnesses who would testify about the alleged objectionable conduct. Regarding Harris' own testimony, hearsay evidence cannot be relied upon to set aside an election.

The Employer cited numerous cases in support of these and its other Objections,⁷ but all such cases are inapposite to the allegations and facts presented herein.

Accordingly, I recommend that Objection Nos. 1, 2, 5, 6 and 9 be overruled in their entirety.

Objection No. 3

During the course of the election, the Union and/or its agents stated that if they did not vote for the union the Respondent would sell their business and terminate the employees' jobs. The Union agent told the employees this statement approximately 2 days before the election.

Objection No. 7

During the course of the election the Union and its agents threatened the employees that if all the employees did not vote for the Union the employees would be fired by the Respondent by selling the business approximately two days prior to the election due to this threat. [sic] The employees voted for the Union in the Election. Said conduct interfered with the results of the Election.

⁷ *Wagner Electric Corp.*, 167 NLRB 532, 533 (grant of life insurance policy to those who signed with union before representation election 'subjects the donees to a constraint to vote for the donor union'); *S & C Security, Inc.*, 271 NLRB 1300 (1984) (election was set aside where the payment to observers of a rate substantially in excess of their employment wage); *Teletype Corp.*, 122 NLRB 1594 (payment of money by rival unions to those attending pre-election meetings); *General Cable Corp.*, 170 NLRB 1682 (\$5 gift certificates given to employees by union before election, not to encourage attendance at a meeting, but rather as an inducement to cast ballots favorable to union); *NLRB v. Savair Mfg. Co.*, 414 U.S. 270 (1973) (union's offer to waive initiation fees can be grounds for setting aside an election); *Steak House Meat Co.*, 206 NLRB 28 (1973) (election set aside where death threats and brandishing of knife constituted aggravated misconduct which creates an atmosphere of fear and reprisal rendering a free expression of choice impossible); *Vickers, Inc.*, 152 NLRB 793 (1965) (IAM accountable for threats by IAM shop committeemen that employees who supported the Teamsters ran the risk of losing their jobs, where committeemen were the responsible representatives of IAM in the plant and play a central role in the election campaign); *National Gypsum Co.*, 133 NLRB 1492 (1961) (election set aside due to threats of violence made between employees); *Caroline Poultry Farms, Inc.*, 104 NLRB 255 (1953). (objectionable where competing unions threatened that they would force the employer to close if the rival union won); *Chillicothe Paper Co.*, 119 NLRB 1263 (1961) (election set aside where an unknown party distributed to employees a forged document made to appear that the union favored reducing hours worked by employees, increased dues for more hours worked, a disfavored person would be the union representative, and workers would be training in picketing and strike conduct); *James Lees & Sons, Co.*, 130 NLRB 290 (1961) (threats contained in newspaper articles and ads that the plant would close if the union was elected created a general atmosphere of fear and confusion which precluded the holding of a free election); *P. D. Gwaltney, Jr., & Co.*, 74 NLRB 371 (1947) (the Board examines whether third party conduct created an atmosphere not conducive to the kind of free and untrammelled choice contemplated by the Act); and *Meridan Grain & Elevator Company*, 74 NLRB 900, (1947) (objections overruled where shots were fired by unknown persons into church where union meeting was being held, and where there was a change of company ownership after the election).

Objection No. 8

During the course of the election the Union contacted a third party broker and asked him if the Respondent's business was for sale. The third party broker stated the Respondents business was for sale and had pending buyers when the third [sic] had no agreement with the Respondent for the sale of the business. Also, said conduct by the Union was a material misrepresentation to the employees since the Union agent or agents were not purchasers of the business but used this confidential information to adversely affect the results of the election. Said conduct by the Union interfered and threatened the employees that the business would be sold if they did not vote for the union.

Objection No. 12

During the course of the election, the union and its agents called the former broker who was hired to sell the company and stated they were a possible investor. The Union used this confidential information to find out about a possible sale and told the employees that the Respondent was going to sell its business. However, the Respondent terminated the broker. The Union and its agents used this confidential information to threaten the employees approximately two days prior to the election to threaten to terminate the employees. Said conduct adversely affected the results of the election.

Inasmuch as they are related, I will consider Employer's Objections Nos. 3, 7, 8 and 12 together. This series of objections involved the Employer's use of a broker to sell its business. In her declaration, Owner Harris states that the Employer had hired Leo Keligian, a business broker, to sell the business, but the business was taken off the market on April 22,⁸ and the Employer "terminated the broker in May 2012."

The Employer proffered an email to Harris from an individual,⁹ dated June 22, asserting that on June 21 the individual telephoned Keligian who stated that the Employer had

⁸ In a letter to Keligian dated April 22, Harris wrote, in relevant part, "Please be advised that we would like to suspend our listing of Ambuserve for sale. We are currently in the process of some management changes and are discussing our future plans. We will contact you in the event that we decide to re-activate our plans to solicit potential buyers."

⁹ The individual sending the email to Harris was neither on the voter eligibility list nor one of the challenged ballots that have been resolved by agreement of the parties. Harris identifies the individual as a paramedic. The individual does not identify anyone else who contacted Keligian.

been purchased for about \$7 million, which sale was in escrow and should close in about two weeks, after the receipt of an Employer profit and loss statement. In the email, the individual notes that Keligian offered this information without the individual having to identify him/herself. Harris asserts that unidentified Petitioner representatives sent texts and emails to unidentified employees encouraging them to contact Keligian about the sale of the Employer.¹⁰ The Employer also presented identical prepared declarations from 16 individuals,¹¹ which state, in relevant part:

“On June _____, 2012 at approximately _____ prior to the election on June 22, 2012, the Union agent, named _____ told employees that they may lose their job if Melissa Harris is not the owner and the employee’s [sic] might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, _____ wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union’s threat and we could lose their [sic] jobs.”

Most of the declarants inserted that Organizer Hudelson made the alleged comments on June 20, 21, or 22. The Employer contends that such comments were also made by unidentified Petitioner representatives at unspecified meetings with unspecified employees. Harris states that a named unit employee told her that, approximately 36 hours before the election, an unidentified Petitioner representative told employees that if they did not vote for the Petitioner, Harris would sell the Employer and terminate the employees. Harris further contends that unidentified persons told unidentified employees that she was selling the Employer in four or

¹⁰ No such texts or emails have been proffered by the Employer. The Employer did proffer a page of what appears to be a series of instant messages from Google. Participants in the instant messaging were not identified nor were the names of any other people mentioned in the instant messaging identified.

¹¹ It appears that 13 of the witnesses are unit employees. The Employer identified the other three witnesses as a non-unit dispatcher, a supervisor, and a manager. One witness lined-out a portion of his/her declaration.

five days and they needed to vote for the Petitioner in order to be protected, and that two named unit employees received emails¹² with this same message; however, the Employer did not provide copies of the emails or identify the senders.

Owner Harris states that, according to a named unit employee and other unidentified employees, the Petitioner conducted a meeting with unit employees at a Starbucks in Gardena, California, commencing at 6:00 p.m., on June 21.¹³ Harris asserts that unidentified Petitioner representatives told employees (1) that voting for the Petitioner would provide job security because the Employer was being sold, (2) Harris wanted employees to vote against the Petitioner because the new owners of the Employer would sue her for not informing them about the Petitioner, (3) Harris would be sued if she refused to complete the sale of the Employer, and (4) made comments about Harris and her private life.

The Employer also contends that the comments noted above were misrepresentations.

With regard to Objection Nos. 3 and 7, the Petitioner denies that it told employees that the Employer would sell the business, or terminate or otherwise retaliate against employees. Rather, the Petitioner contends that Hudelson explained to employees what can happen in a successor employer situation with a unionized workforce compared to a workforce that is not represented by a union. The Petitioner asserts that on one occasion, an employee asked Hudelson if they would be protected by the Petitioner if it lost the election, to which Hudelson replied that if employees rejected the Petitioner, they would remain "at will" in their employment and would have no protection from unilateral changes to their wages, benefits and working conditions. Hudelson also told employees that some employers violate the Act by discharging or retaliating

¹² The instant messaging submitted by the Employer contains a statement from an unidentified person that, "She sold the f***ing company, she just found out she lost and came out the room and said out loud 'I don't care because I'm outta here in 4 days.'" Another comment from an unidentified person said "supposedly she called (name deleted) crying saying she was going to get sued and how she has like 4 days left before escrow closes."

¹³ The election commenced at 11:00 a.m., on June 22.

against employees. The Petitioner notes that it cannot cause the sale of the Employer or the termination of any of its employees, and it denies that Hudelson threatened or coerced employees or interfered with employees' free choice in the election.

Regarding Objections Nos. 8 and 12, the Petitioner denies that it made any misrepresentations or threats regarding information about the sale of the Employer. The Petitioner contends that employees told the Petitioner that Owner Harris had discussed with employees her plan to sell the Employer. The Petitioner conducted an Internet search which revealed Keligian's listing of the Employer for sale. A Petitioner representative inquired with Keligian, who readily provided details, including that the sale of the Employer was nearly complete and that the parties were merely waiting for a profit and loss statement from the Employer. The Petitioner denies that it told Keligian that it was a possible investor, and notes that Keligian asked for no identifying information. The Petitioner shared this information about the sale of the Employer with three employees who were involved in the Petitioner's organizing campaign, who, in turn, shared this information with other employees. The Petitioner believes that several of those employees independently contacted Keligian to confirm the information.

It is the Petitioner's position that the Employer and Keligian freely provided information to employees about the possible sale of the Employer, and that the Petitioner made no misrepresentations or threats regarding such information.

Regarding these objections, the investigation revealed that the Employer was for sale until about April 22, but thereafter broker Keligian continued to tell callers that the Employer was for sale or was in the process of being sold.¹⁴ The investigation also revealed that the Petitioner mentioned some of this information to a few employees. The Petitioner

¹⁴ Neither party contends the business was actually sold.

acknowledges explaining to employees that union-represented employees may have more protections than non-represented employees, when a company is sold.

As with the earlier Objections, the Board will not consider the truth or falsity of the parties' statements regarding the sale of the Employer. *Midland National Life Insurance Co.*, supra.

As the objecting party, the Employer has the burden of proving interference with the election. The test, an objective one, is whether the Union's conduct has the tendency to interfere with the employees' freedom of choice. See *Harsco Corp.*, 336 NLRB 157, 158 (2001). Here, the Employer has failed to prove that any statement by the Petitioner was any sort of threat or would reasonably tend to interfere with employees' free choice in the election.

Parties are free to communicate views and predictions on the effects of unionism, so long as the communications do not contain a threat of reprisal or force or promise of benefit. *Gissel Packing Co.*, 395 U.S. 575 (1969). In the case at hand, the Petitioner has no control over whether or not the Employer is sold, changes in wages, benefits or employment status of non-union-represented employees, or if employees would be rehired by any successor, but the Petitioner did offer to employees the lawful support which union representatives may provide in such situations. The evidence is insufficient to establish that any threat or promise of benefit was made by the Petitioner in this regard.¹⁵

Accordingly, I recommend that Objection Nos. 3, 7, 8 and 12 be overruled in their entirety.

¹⁵ The cases cited by the Employer in support of these Objections are among those listed at footnote 7 above, and are inapposite to the allegations and facts presented herein.

Objection No. 4

During the course of the election, the Union and/or its agents induced employees to sign union authorization cards by representing that if they signed an authorization card before the election, the Union would waive payment of initiation fees and reduce the dues of the employees. Said conduct interfered with the results of the election.

In support of Objection No. 4, in her declaration, Owner Harris states that a named unit employee told her that an unidentified Petitioner representative on an unspecified date “told the employees that they did not have to pay dues or initiation fees during the election process. However, if a contract was signed by the parties then all the employees would have to pay union dues ...”

For its part, the Petitioner denies that it offered any waiver of initiation fees or reduced dues to employees who signed union authorization cards before the election or to employees who actively supported the Petitioner. Rather, the Petitioner notes that one of the flyers it distributed to employees states, “**NO INITIATION FEES are charged to any current employee.** Only **AFTER** a contract is voted in by your workforce, do **newly hired employees** get charged a \$100 initiation fee.” (Emphasis in original.) A copy of page four of this flyer is attached hereto as Exhibit G.

It is objectionable for a union to offer to waive initiation fees for employees who sign a union authorization card before the election. Where, however, the offer is not so limited and is also available to those who sign up after the election, such an offer would not be objectionable. *NLRB v. Savair Mfg. Co.*, 414 U.S. 270 (1973); *Irwindale Division Lau Industries*, 210 NLRB 182 (1974); and *L. D. McFarland Co.*, 219 NLRB 575, 576 (1975). *Savair* requires that objectionable conduct in this regard is that which requires an “outward manifestation of support” such as signing an authorization card or joining the union.

In the case at hand, no evidence was presented that any waiver was conditioned upon any employee signing an authorization card, joining the Petitioner, or any other outward support for the Petitioner. The Employer's evidence only contends that the Petitioner told employees that they would not be required to pay dues or initiation fees during the election process, but after a contract was signed all the employees would have to pay dues. Such evidence does not even suggest that any inducement was offered for pre-election support for the Petitioner. Moreover, Petitioner flyers informed employees that no current employees would be charged an initiation fee, and such would only be charged to employees hired after a contract is ratified.

Accordingly, I recommend that Objection No. 4 be overruled in its entirety.

Objection No. 10

During the course of the election, the Union and/or its agents stated that if they did not vote for the union the employer would terminate their jobs or other retaliatory action against the employees. Said conduct adversely affected the results of the election.

In support of Employer Objection No. 10, the Employer submitted the declarations discussed above in support of Objections Nos. 3, 7, 8, and 12. In addition, the Employer submitted the declaration from Ms. Harris in which she deals with the termination and reinstatement of employee Jason Johnson.¹⁶ Owner Harris states that after Johnson was reinstated, unidentified employees sent a blast of emails identifying this "as an example of Union negotiation and protection" rather than as an act of Ms. Harris doing what she thought of as "morally right."

For its part, the Petitioner denies that it engaged in any conducted alleged in Employer Objection No. 10.

¹⁶ Petitioner filed a charge in Case 21-CA-081568 concerning Johnson's termination on May 21 and withdrew the charge on June 13.

With regard to Case 21-CA-081568, pursuant to the Board's Rules and Regulations, Section 102.9, any labor organization may file charges with the NLRB alleging unfair labor practices. In the instant matter, the Petitioner filed a charge which was subsequently withdrawn. The right of a labor organization to file an unfair labor practice charge, and publicize about the outcome of such, cannot be construed as objectionable conduct. If a union states that the Employer was found guilty of an unfair labor practice without such a finding by the Board, the Board will find objectionable conduct. *Formco, Inc.* 233 NLRB 61, 62 (1977). In the instant case the Employer presented no evidence that the Union stated anything improper concerning the outcome of case 21-CA-081568.

The Employer argues that the Union used the termination of Mr. Johnson to establish that the Company would terminate their employees without legitimate business reasons and just because they were pro-Union. I cannot conclude that the proffered evidence supports such argument.

Witness declarations submitted by the Employer state that a "Union agent, named Shelly (Huddleston) told employees that they may lose their job if Melissa Harris is not the owner." In addition, employees were told they "might need the Union for protection" and "they could be fired at will." (emphasis added) The alleged conduct is attributed to unidentified employees, not the Petitioner. I cannot conclude that the statements are a threat or an implied threat made by the Union or a third-party. Furthermore, as noted in *Foxwoods Resort Casino*, 352 NLRB 771, 781 (2008), threats of job loss or discharge made by union representatives are "considered to be noncoercive since employees can reasonably evaluate such comments as being beyond the union's control, and are, at most, a prediction of action to be taken by the Employer."

Accordingly, I recommend that Objection No. 10 be overruled in its entirety.

Objection No. 11

During the course of the election, the Union and/or its agents had a group meeting during the critical period or 24 hours prior to the election. Said conduct adversely affected the results of the election.

In support of Objection No. 11, in her declaration, Owner Harris states that, according to a named unit employee and other unidentified employees, the Petitioner conducted a meeting with unit employees at a Starbucks in Gardena, California, commencing at 6:00 p.m., on June 21. The statements made during this meeting were dealt with in the discussion above with regards to Objections Nos. 3, 7, 8, and 12. This objection deals solely with the Union holding a meeting within the 24-hour time period prior to the opening of the polls.

For its part, the Petitioner denies that it conducted any meeting in violation of *Peerless Plywood Co.*, 107 NLRB 427, 429 (1955), or which was otherwise objectionable. The Petitioner detailed that on June 21, Organizer Hudelson made herself available to employees, at a Starbucks, to in order to answer any last minute questions. One off-duty employee of the Employer stopped by. The Petitioner notes that attendance was entirely voluntary and the location was away from the Employer's facility.

The Board has long held that employers and unions may not make "election speeches on company time to massed assemblies of employees within 24 hours before the scheduled time for conducting an election." *Peerless Plywood*, 107 NLRB 427 (1953). The Board has also explained that the rule does not prohibit employers and unions from making campaign speeches during the 24-hour period if employee attendance is voluntary and on their own time. *Foxwoods Resort Casino*, 352 NLRB 771, 780-781 (2008) and cases cited therein. This meeting clearly was voluntary, not on Employer property, and on the employees' own time.

Accordingly, I recommend that Objection No. 11 be overruled in its entirety.

Objection No. 13

During the course of the election the Union purchased meals and other benefits for the employees if they voted for the union. Said conduct interfered with the free atmosphere of the election.

In support of Objection No. 13, in her declaration, Owner Harris states that a named unit employee and other unidentified employees told her that an unidentified Petitioner representative offered coffee and food to employees who attended the meeting at Starbucks the day before the election to “induce Union conversation.” No other details were provided.

For its part, the Petitioner denies that it gave meals or benefits to employees in exchange for their support or vote in the election. The Petitioner detailed that several times in June, at or near a Starbucks, Organizer Hudelson offered coffee, tea, or water to employees, of which a total of about eight employees accepted.¹⁷

Clearly, employees would reasonably view the purpose of a beverage provided during conversation as cordiality, not an inducement to secure employee support. In *Joe’s Plastics, Inc.*, 287 NLRB 210 (1987), the Board found that an employer offering “coffee and doughnuts...is a legitimate campaign device.” In *Chicagoland Television News, Inc.*, 328 NLRB 367 (1999), the Board reiterated that campaign parties are legitimate campaign devices, absent special circumstances, and it will not “set aside an election simply because the union or employer provided free food and drink to the employees.”

Accordingly, I recommend that Objection No. 13 be overruled in its entirety.

¹⁷ The most expensive beverage at Starbucks is approximately \$5.

Conclusion

Having recommended that Employer's Objection Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 be overruled in their entirety, inasmuch as the Petitioner received a majority of the valid votes cast, I further recommend that a Certification of Representative be issued to the Petitioner.

Right to File Exceptions: Pursuant to the provisions of Section 102.69 of the National Labor Relations Board's Rules and Regulations, Series 8 as amended, you may file exceptions to this Report with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570-0001. Under the provisions of Section 102.69(g) of the Board's Rules, documentary evidence, including affidavits, which a party has timely submitted to the Regional Director in support of its objections or challenges and that are not included in the Report, is not part of the record before the Board unless appended to the exceptions or opposition thereto that the party files with the Board. Failure to append to the submission to the Board copies of evidence timely submitted to the Regional Director and not included in the Report shall preclude a party from relying on that evidence in any subsequent related unfair labor practice proceeding.

Procedures for Filing Exceptions: Pursuant to the Board's Rules and Regulations, Sections 102.111 – 102.114, concerning the Service and Filing of Papers, exceptions must be received by the Executive Secretary of the Board in Washington, D.C. by close of business on **August 21, 2012** at 5 p.m. (ET), unless filed electronically. **Consistent with the Agency's E-Government initiative, parties are encouraged to file exceptions electronically.** If exceptions are filed electronically, the exceptions will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time** on the due date. Please be advised that Section 102.114 of the Board's Rules and

Regulations precludes acceptance of exceptions filed by facsimile transmission. Upon good cause shown, the Board may grant special permission for a longer period within which to file.¹⁸ A copy of the exceptions must be served on each of the other parties to the proceeding, as well as to the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing exceptions electronically may be accomplished by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, select the E-Gov tab, and then click on the E-filing link on the pull down menu. Click on the "File Documents" button under Board/Office of the Executive Secretary and then follow the directions. The responsibility for the receipt of the exceptions rests exclusively with the sender. A failure to timely file the exceptions will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Dated at Los Angeles, California on August 7, 2012.



Olivia Garcia
Regional Director
Region 21
National Labor Relations Board

¹⁸ A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

**H. SANFORD RUDNICK & ASSOCIATES
H. SANFORD RUDNICK JD
1200 MT. DIABLO BLVD. S105
WALNUT CREEK, CA. 94596
(925) 256-0660**

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 21**

**AMBUSERVE AMBULANCE
(RESPONDENT)**

AND

CASE NO. 21-RC-081393

**NEMSA/SEIU LOCAL 5000
(UNION)**

**EMPLOYER'S OBJECTIONS
TO THE CONDUCT OF THE
ELECTION BY THE UNION**

AMBUSERVE AMBULANCE(Respondent) hereby objects to the following conduct of the (Union) which adversely affected the outcome of the election in the above entitled case.

OBJECTION NUMBER 1: The Union and/or its agents during the course of the election promised the employees they could get them a \$5.00 increase in wages and benefits if they voted for the union. Said conduct adversely affected the results of the election.

EXHIBIT 1

OBJECTION NUMBER 2: During the course of the election, the Union and/or its agents made promises to the employees that they could prevent the Respondent from making any changes to their hours or by implementing more 24 hour shifts and other time changes if they voted for the Union. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 3: During the course of the election, the Union and/or its agents stated that if they did not vote for the union the Respondent would sell their business and terminate the employees' jobs. The Union agent told the employees this statement approximately 2 days before the election.

OBJECTION NUMBER 4: During the course of the election, the Union and/or its agents induced employees to sign union authorization cards by representing that if they signed an authorization card before the election, the Union would waive payment of initiation fees and reduce the dues of the employees. Said conduct interfered with the results of the election.

OBJECTION NUMBER 5: During the course of the election, the Union and/or its agents misrepresented to the employees the type of wages and benefits it would receive under union conditions. Said conduct interfered with the results of the election.

OBJECTION NUMBER 6: During the course of the election, the Union and/or its agents told the employees that they would get a contract at the Respondent that would improve their working conditions, wages and benefits. The Union stated they would get the same contract as they have at other Ambulance Companies. This conduct interfered with the results of the election.

EXHIBIT 1

OBJECTION NUMBER 7

During the course of the election the Union and its agents threatened the employees that if all the employees did not vote for the Union the employees would be fired by the Respondent by selling the business approximately two days prior to the election due to this threat. The employees voted for the Union in the Election. Said conduct interfered with the results of the Election.

OBJECTION 8

During the course of the election the Union contacted a third party broker and asked him if the Respondent's business was for sale. The third party broker stated the Respondents business was for sale and had pending buyers when the third had no agreement with the Respondent for the sale of the business. Also, said conduct by the Union was a material misrepresentation to the employees since the Union agent or agents were not purchasers of the business but used this confidential information to adversely affect the results of the election. Said conduct by the Union interfered and threatened the employees that the business would be sold if they did not vote for the union.

OBJECTION NUMBER 9: During the course of the election, the Union and/or its agents made promises to the employees that negotiations would start immediately after the election and their could be no objections filed by the Company for any wrongful conduct by the Union if they voted for the Union. The union stated the company would automatically agree to the union's demands. Said conduct adversely affected the results of the election.

EXHIBIT 1

OBJECTION NUMBER 10: During the course of the election, the Union and/or its agents stated that if they did not vote for the union the employer would terminate their jobs or other retaliatory action against the employees. Said conduct adversely affected the results of the election.

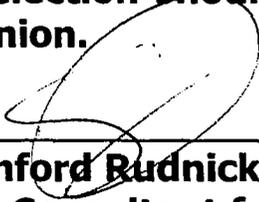
OBJECTION NUMBER 11: During the course of the election, the Union and/or its agents had a group meeting during the critical period or 24 hours prior to the election. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 12: During the course of the election, the union and its agents called the former broker who was hired to sell the company and stated they were a possible investor. The Union used this confidential information to find out about a possible sale and told the employees that the Respondent was going to sell its business. However, the Respondent terminated the broker. The Union and its agents used this confidential information to threaten the employees approximately two days prior to the election to threaten to terminate the employees. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 13

During the course of the election the Union purchased meals and other benefits for the employees if they voted for the union. Said conduct interfered with the free atmosphere of the election.

WHEREFORE, Ambuserve Ambulance respectfully requests that the results of the election should be set aside and that a new election should be conducted due to the misconduct of the Union.



H. Sanford Rudnick JD
Labor Consultant for Ambuserve Ambulance

Date: June 28, 2012

EXHIBIT 1

PROOF OF SERVICE

I certify that I am over the age of 18 and I am not a party to the within action. My business address is 1200 Mt. Diablo Blvd. S105, Walnut Creek, Ca. 94596. On June 28, 2012, I personally mailed and faxed the Employers Objections to the Conduct Affecting the Outcome of the Election and caused it to be sealed and deposited in the United States Mail at Walnut Creek, Ca. with postage fully prepaid thereon, addressed in the manner set forth below:

National Labor Relations Board Region 21
888 South Figueroa St. Fl 9
Los Angeles, Ca. 90017
Olivia Garcia, Regional Director (F 213-894-2778)

NEMSA/SEIU Local 5000
Jason Herring, Business Representative
4701 Sisk Rd, S102
Modesto, CA. 95356 (F 209-572-4721)

I declare that the foregoing is true and correct to the best of my knowledge.

Dated: June 28, 2012



Veronica Ruiz

EXHIBIT 1

The NEMSA Difference Is FIVE

\$5
Per
Hour
Difference

FIVE
Ways To
Stand
Together

You are **FIVE**
TIMES More
Likely To Get
Higher Wages,
Better Benefits,
and Improved
Working
Conditions
With
NEMSA
Than If You
Were To
Remain Non-
Union.



5 Reasons To
Support
NEMSA

5

Get Informed: The Difference That 5 Can Make

Five is a number that should mean a great deal to employees of Ambuserve. Everyday you work for an average \$5 per hour less than other EMTs who are doing the exact same work. The

Difference: NEMSA represents and has contracts with employers that guarantee industry standard wages. Get informed and discover the difference that FIVE can make for you!

EXHIBIT 1

What Does **NEMSA** Representation Mean? Superior Contracts **AND** Superior Representation

NEMSA AMR San Mateo CA

- 28% pay increase over 4 years.
- Top Step at \$108,000 per year.

NEMSA AMR Northern California CA

- 28-36% Raise over 3 years,
- Forced AMR to offer a second health plan other than AMR national plan
- \$1000 FSA debit card to offset healthcare costs.

NEMSA AMR N. Hollywood CA

- Took arbitration case SEIU "botched" and won massive back pay award for current and former employees.
- 20-25% pay increase over 3 years.

NEMSA AMR Riverside CA

- 12-18% Pay Increase Over Three Years With Less Expensive Health Insurance

NEMSA AMR San Diego CA

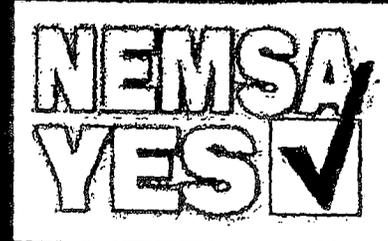
- 13-25% Pay Increase over 3 years
- \$3250 signing bonus
- 10% 401k Match \$1/\$1

EXHIBIT L

**NEMSA DOESN'T HAVE A "SECRET FORMULA" FOR SUCCESS.
NEMSA KNOWS EMS BECAUSE NEMSA IS 100% EMS.
NEMSA HAS SUPERIOR REPRESENTATION AND THE BEST
CONTRACTS IN THE USA BECAUSE WE UNDERSTAND EMS.**

Did You Know?

- Beyond Minimum Wage laws there are very few laws about what an employer is required to pay employees?
- There is NO law that an employer is required to provide health insurance for employees?
- There is NO law that an employer is required to pay vacation time, sick time, or paid time off?
- There is NO law that an employer must treat employees consistently, fairly, or with respect?

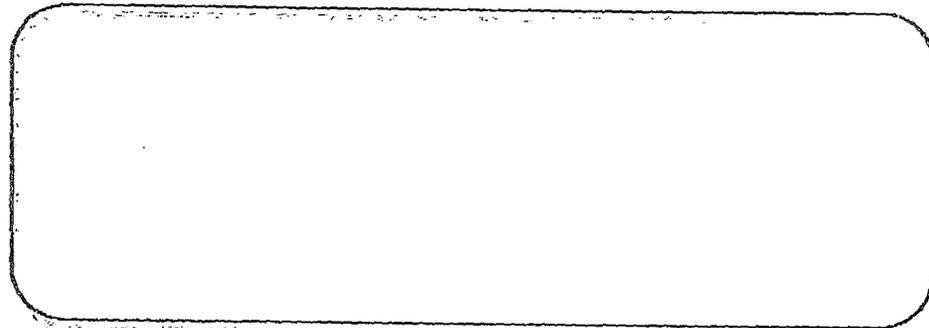


With a union and a contract your wages, benefits and working conditions are guaranteed! They cannot be changed unless YOU agree to change them!



4701 Sisk Rd, STE 102
Modesto, CA 95356

EXHIBIT 1



Important Information Inside!

The Truth About Union Dues:

NEMSA Spends 98% Of Union Dues On Representing EMS Workers!

Union Dues are a touchy subject. Nobody likes paying money and not getting something of value in return. Far too long labor unions other have taken dues from hardworking members and wasted them on political activities, bloated infrastructures, and wasteful spending.

NEMSA Is Different. As a Not-For-Profit Mutual Benefit Corporation NEMSA must follow strict laws related to how we spend hardworking members union dues. We are audited yearly and average 98% of member's dues money being returned to them in the form of superior union representation.

Two levels of accountability make sure that member's dues money is spent carefully and wisely. Not-For-Profit laws prohibit spending that does not directly benefit the members. And on top of that, written into the NEMSA Constitution and Bylaws is an extra requirement for an annual audit of all finances reported directly to the NEMSA Board of Directors.

Dues are necessary for the functioning of any union. However because of NEMSA structure, NEMSA can keep dues low, averaging about \$30 per month. That is significantly less than a gym membership or cellular telephone plan.

EXHIBIT 1

NEMSA Will Hit The Ground Running!

After Ambuserve EMS Professionals Vote NEMSA, NEMSA will hit the ground running!

NEMSA Attorneys will immediately begin preparing for contract negotiations by requesting bargaining dates with Ambuserve and filing appropriate notices with the federal government.

Shop Steward Nominations and contract surveys will be mailed to each Ambuserve employee.

NEMSA will also meet with Ambuserve management as often as necessary to provide superior representation of Ambuserve EMS Professionals



Karissa Moreland is a NEMSA Shop Steward in San Leandro California.

Become Part of... Us...
You and I... We...

YOUR Vote Is Needed – YOU Get To Choose

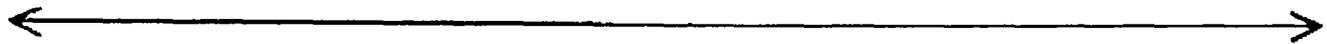


What Has Happened At Ambuserve Ambulance Since Employees Asked NEMSA To Be Their Union?

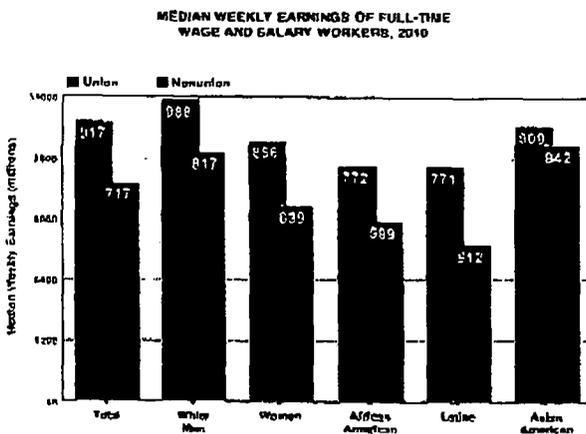
- CEO Tom Richards Fired
- 24 Hour Shifts Returned To Schedule
- Jason Johnson Brought Back To Work After Being Terminated
- Crews Are Now Beginning To Get Meal Periods (C-7)
- Direct Deposit Of Paychecks Is Beginning

EXHIBIT L

And That Is BEFORE NEMSA Has Been Officially Named Your Labor Union. What Else Can NEMSA Do For You? Vote Yes To See!



Vote Union = Better Pay, Better Benefits



BLB, "Union Members in 2010", January 2011, table 2

Statistics prove it. The path to better pay and benefits is to join a union. The U.S. Department of Labor, Bureau of Labor Statistics has released its latest data showing the clear advantage to joining a union.

The Union Advantage:

- Union Members earn an average of 28% more than non-union employees in the U.S.A.
- Union Members are 4 Times more likely to have affordable health benefits compared to non-union employees in the U.S.A.

Union Dues Are Low! Far Less Than The Average Cell Phone Plan or Gym Membership

The Truth About Union Dues

NEMSA Dues Are Low And Go Directly To Representing YOU!

Union dues and fees are a topic employers like to focus on because they appear scary. NEMSA prefers to address the issue directly. You deserve the truth, not the spin.

Dues are necessary to effectively run NEMSA. Every staff member and labor attorney is paid for with dues paid by hardworking members of NEMSA. Every benefit gained in contracts, every hourly wage won in negotiations, every problem solved in your workplace by NEMSA is because of the dues paid by members.

NEMSA is a not-for-profit labor union. Per annual auditing, 98% of dues money is spent directly on representing members. Dues average \$36 per month(usually by payroll deduction) and NO INITIATION FEES are charged to any current employee. Only AFTER a contract is voted in by your workforce, do newly hired employees get charged a \$100 initiation fee, payable in eight \$12.50 installments.

**NEMSA
YES ✓**

National EMS Association

4701 Sisk Rd, Suite 104
Modesto, CA 95356

EXHIBIT 1

INTERNET
FORM NLRB-5024
(2-08)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
PETITION

FORM EXEMPT UNDER 44 U.S.C.

DO NOT WRITE IN THIS SPACE	
Case No. 21-RC-081393	Date Filed 5/18/12

INSTRUCTIONS: Submit an original of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located.

The Petitioner alleges that the following circumstances exist and requests that the NLRB proceed under its proper authority pursuant to Section 9 of the NLRA.

1. PURPOSE OF THIS PETITION (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.) (Check One)
- RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.
 - RM-REPRESENTATION (EMPLOYER PETITION) - One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
 - RD-DECERTIFICATION (REMOVAL OF REPRESENTATIVE) - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
 - UD-WITHDRAWAL OF UNION SHOP AUTHORITY (REMOVAL OF OBLIGATION TO PAY DUES) - Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.
 - UC-UNIT CLARIFICATION - A labor organization is currently recognized by Employer, but Petitioner seeks clarification of placement of certain employees: (Check one) In unit not previously certified. In unit previously certified in Case No. _____
 - AC-AMENDMENT OF CERTIFICATION - Petitioner seeks amendment of certification issued in Case No. _____ Attach statement describing the specific amendment sought.

2. Name of Employer: **AmbuServe Ambulance** Employer Representative to contact: **Tom Richards, CEO** Tel. No.: **314-644-0500**

3. Address(es) of Establishment(s) Involved (Street and number, city, State, ZIP code): **15105 South Broadway, Gardena CA 90248** Fax No.: **314-644-4500**

4a. Type of Establishment (Factory, mine, wholesaler, etc.): **Ambulance Transportation Provider** 4b. Identify principal product or service: **Treatment and Transportation of Patients at** Cell No.:

5. Unit Involved (In UC petition, describe present bargaining unit and attach description of proposed clarification.) e-Mail: **management@ambuserveambula**

Included: **All Full Time, Part Time, and Per Diem EMTs, Paramedics, Out Of Class Paramedics, Dispatchers, and Call Takers, Vehicle Technicians, and Supply Clerks working in and out of Employer facilities in Los Angeles City/County and Orange County**

Excluded: **All guards, clerical, administrative, and professional employees; as well as all management and supervisory employees as specifically defined under the act**

(If you have checked box RC in 1 above, check and complete EITHER item 7a or 7b, whichever is applicable)

7a. Request for recognition as Bargaining Representative was made on (Date) **n/a** and Employer declined recognition on or about (Date) **n/a** (If no reply received, so state).

7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8. Name of Recognized or Certified Bargaining Agent (If none, so state.): **N/A** Affiliation: **N/A**

Address: **n/a** Tel. No.: **n/a** Date of Recognition or Certification: **n/a**

Cell No.: **n/a** Fax No.: **n/a** e-Mail: **n/a**

9. Expiration Date of Current Contract, if any (Month, Day, Year): **n/a** 10. If you have checked box UD in 1 above, show here the date of execution of agreement granting union shop (Month, Day and Year): **n/a**

11a. Is there now a strike or picketing at the Employer's establishment(s) involved? Yes No

11b. If so, approximately how many employees are participating? **n/a**

11c. The Employer has been picketed by or on behalf of (Insert Name) **n/a**, a labor organization, of (Insert Address) **n/a** Since (Month, Day, Year) **n/a**

12. Organizations or individuals other than Petitioner (and other than those named in items 8 and 11c), which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in unit described in item 5 above. (If none, so state)

Name	Address	Tel. No.	Fax No.
n/a	n/a	n/a	n/a

13. Full name of party filing petition (If labor organization, give full name, including local name and number): **National Emergency Medical Services Association/NAGE Local 2**

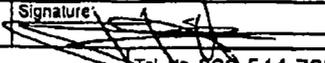
14a. Address (street and number, city, state, and ZIP code): **4701 Sisk Rd, Suite 102 Modesto, CA 95356**

14b. Tel. No. EXT: **866-544-7398** 14c. Fax No.: **209-572-4721**

14d. Cell No.: 14e. e-Mail:

15. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (to be filed in when petition is filed by a labor organization): **National Association Of Government Employees / SEIU Local 5000**

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.

Name (Print): **Jason J. Herring** Signature:  Title (if any): **866-544-7398**

Address (street and number, city, state, and ZIP code): **4701 Sisk Rd, Suite 102 Modesto, CA 95356** Tel. No.: **866-544-7398** Fax No.: **209-572-4721**

Cell No.: e-Mail: **jasonherring@nemsausa.org**

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT 2

Form NLRB-652

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

AmbuServe Ambulance**Case 21-RC-081393**The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, AmbuServe Ambulance, a California corporation, with a facility located at 15105 South Broadway, Gardena, California, the only facility involved herein, is engaged in providing emergency and non-emergency ambulance and medical transportation for customers. During the past twelve months, a representative period, the Employer has provided ambulance and medical transportation services, valued in excess of \$250,000, to customers located in the State of California. During the same period the Employer has directly purchased supplies and materials, valued in excess of \$5,000, which originated outside of the State of California.

3. LABOR ORGANIZATION. The Petitioner is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: Friday, June 22, 2012 **HOURS:** 11:00 a.m. to 4:00 p.m.

PLACE: In the crew break room at the Employer's facility located at 15105 South Broadway, Gardena, California.

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time, regular part-time, and per diem EMTs, Paramedics, Dispatchers, Call Takers, Vehicle Technicians, and Supply Clerks working in and out of the Employer's facility located at 15105 South Broadway, Gardena, California;

Excluded: All other employees, office clerical employees, administrative employees, professional employees, guards and supervisors as defined by the Act.

Case 21-RC-081393

EXHIBIT 3

Page 1

SKP
 5/30/12



Those eligible to vote in the election are employees in the above unit who were employed during the payroll period ending May 04, 2012, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

6. ELECTION ELIGIBILITY LIST. Within seven (7) days after the Regional Director has approved this Agreement, the Employer shall provide to the Regional Director an election eligibility list containing the full names and addresses of all eligible voters. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *North Macon Health Care Facility*, 315 NLRB 359 (1994).

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of any voters or potential voters who only read a language other than English.

The question on the ballot will be "Do you wish to be represented for purposes of collective-bargaining by NATIONAL EMERGENCY MEDICAL SERVICES ASSOCIATION/NAGE LOCAL 2? The choices on the ballot will be "Yes" or "No".

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer will post copies of the Notice of Election in conspicuous places and usual posting places easily accessible to the voters at least three (3) full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

10. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

11. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.



12. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

<p>AMBUSERVE AMBULANCE _____ (Employer)</p> <p>By <u><i>[Signature]</i></u> _____ (Name) (Date) <u>5/30/12</u></p>	<p>NATIONAL EMERGENCY MEDICAL SERVICES ASSOCIATION/NAGE LOCAL 2 _____ (Petitioner)</p> <p>By _____ (Name) (Date)</p> <p>_____ (Union)</p>
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Recommended: *Liz Valtierra 30 May '12* By _____
 LIZ VALTIERRA, Board Agent (Date) (Name) (Date)

Date approved: *5/30/12*

Olivia Garcia
 Regional Director, Region 21
 National Labor Relations Board



UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

AmbuServe Ambulance

Case 21-RC-081393

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Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending May 04, 2012**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

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The question on the ballot will be "Do you wish to be represented for purposes of collective-bargaining by NATIONAL EMERGENCY MEDICAL SERVICES ASSOCIATION/NAGE LOCAL 2? The choices on the ballot will be "Yes" or "No".

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9. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

10. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

11. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.



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AMBUSERVE AMBULANCE
Employer
and
NATIONAL EMERGENCY MEDICAL SERVICES
ASSOCIATION/NAGE LOCAL 2
Petitioner

DATE FILED
05/18/2012

Case No. 21-RC-081393

Date Issued 06/22/2012

Type of Election:
(Check one:)

(If applicable check
either or both:)

- Stipulation
- Board Direction
- Consent Agreement
- RD Direction
- Incumbent Union (Code)

- 8(b) (7)
- Mail Ballot

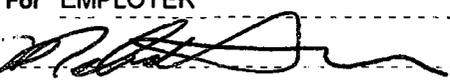
TALLY OF BALLOTS

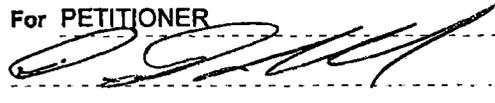
The undersigned agent of the Regional Director certifies that the results of the tabulation of ballots cast in the election held in the above case, and concluded on the date indicated above, were as follows:

1. Approximate number of eligible voters	97	
2. Number of Void ballots	2	
3. Number of Votes cast for	PETITIONER	35
4. Number of Votes cast for		
5. Number of Votes cast for		
6. Number of Votes cast against participating labor organization(s)		32
7. Number of Valid votes counted (sum of 3, 4, 5, and 6)		67
8. Number of Challenged ballots		6
9. Number of Valid votes counted plus challenged ballots (sum of 7 and 8)		73
10. Challenges are <input checked="" type="checkbox"/> sufficient in number to affect the results of the election.		
11. A majority of the valid votes counted plus challenged ballots (Item 9) has (not) been cast for PETITIONER		

For the Regional Director 

The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For EMPLOYER 

For PETITIONER 

For **EXHIBIT** 



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 21

AMBUSERVE AMBUULANCE

Employer

and

Case 21-RC-081393

NATIONAL EMERGENCY MEDICAL SERVICES
ASSOCIATION/NAGE LOCAL 2

Petitioner

STIPULATION

Pursuant to a Stipulated Election Agreement approved on May 30, 2012, an election by secret ballot was conducted on June 22, 2012. During the election, the ballots of Robert Camberos, David Castaneda, Brian Fair, Brett Finley, Matt Sloan, and Dave Vallega were challenged by the Board agent on the ground that their names did not appear on the voter eligibility list provided by the Employer.

For the sole purposes of finalizing the tally of ballots for this election, the undersigned parties agree and stipulate that Robert Camberos, David Castaneda, Brian Fair, Brett Finley, Matt Sloan, and Dave Vallega are eligible voters in the election conducted on June 22, 2012, in the above-captioned matter.

Accordingly, the undersigned parties hereby agree and stipulate that challenges to the ballots of Robert Camberos, David Castaneda, Brian Fair, Brett Finley, Matt Sloan, and Dave Vallega be overruled.

The undersigned parties further agree and stipulate that the ballots of Robert Camberos, David Castaneda, Brian Fair, Brett Finley, Matt Sloan, and Dave Vallega shall be opened and counted and that a revised tally of ballots be issued.

The undersigned parties further waive any right to a hearing or to file exceptions to any Regional Director's Report on Challenged Ballots concerning these six challenged ballots

AMBUSERVE AMBUULANCE
(Employer)

NATIONAL EMERGENCY MEDICAL SERVICES
ASSOCIATION/NAGE LOCAL 2
(Petitioner)

By M. [Signature] 6/23/12 By _____
(Name) (Date) (Name) (Date)
President (Title) _____ (Title)

Date approved 6/29/12
[Signature]
Regional Director, National Labor Relations
Board

EXHIBIT 5



UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

AMBUSERVE AMBULANCE
Employer

and

NATIONAL EMERGENCY MEDICAL SERVICES
ASSOCIATION/NAGE LOCAL 2
Petitioner

Case No. 21-RC-081393

Date Issued 07/06/2012

TYPE OF ELECTION: (Check one:)

(Also check box below
where appropriate)

- Consent Agreement
- Stipulation
- Board Direction
- RD Direction

8(b) (7)

REVISED TALLY OF BALLOTS
(Counting of Challenged Ballots)

The undersigned agent of the Regional Director certifies that the results of counting the challenged ballots directed to be counted by the Stipulation of the parties, approved by the Regional Director on June 29, 2012 and the addition of these ballots to the original Tally of Ballots, executed on June 22, 2012, were as follows:

	Original Tally	Challenged Ballots Counted	Final Tally
Approximate number of eligible voters	97		
Number of Void ballots	2	0	2
Number of Votes cast for PETITIONER	35	4	39
Number of Votes cast for -	-	-	-
Number of Votes cast for -	-	-	-
Number of Votes cast against participating labor organization(s)	32	2	34
Number of Valid votes counted	67		73
Number of undetermined challenged ballots	6		0
Number of Valid votes counted plus challenged ballots	73		73
Number of Sustained challenges (voters ineligible)			0

The remaining undetermined challenged ballots, if any, shown in the Final Tally column are (not) sufficient to affect the results of the election. A majority of the valid votes plus challenged ballots as shown in the Final Tally column has ~~not~~ been cast for the

Petitioner

For the Regional Director



The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that this counting and tabulating, and the compilation of the Final Tally, were fairly and accurately done, and that the results were as indicated above. We also acknowledge service of this Tally.

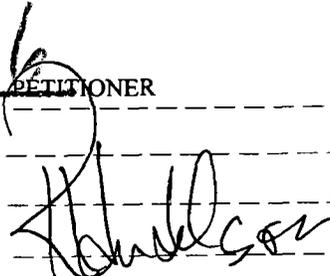
EXHIBIT

For EMPLOYER

Not Present

For PETITIONER

For





**H. SANFORD RUDNICK & ASSOCIATES
H. SANFORD RUDNICK JD
1200 MT. DIABLO BLVD. S105
WALNUT CREEK, CA. 94596
(925) 256-0660**

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 21**

**AMBUSERVE AMBULANCE
(RESPONDENT)**

AND

CASE NO. 21-RC-081393

**NEMSA/SEIU LOCAL 5000
(UNION)**

**EMPLOYER'S OBJECTIONS
TO THE CONDUCT OF THE
ELECTION BY THE UNION**

AMBUSERVE AMBULANCE(Respondent) hereby objects to the following conduct of the (Union) which adversely affected the outcome of the election in the above entitled case.

OBJECTION NUMBER 1: The Union and/or its agents during the course of the election promised the employees they could get them a \$5.00 increase in wages and benefits if they voted for the union. Said conduct adversely affected the results of the election.

EXHIBIT 7

OBJECTION NUMBER 2: During the course of the election, the Union and/or its agents made promises to the employees that they could prevent the Respondent from making any changes to their hours or by implementing more 24 hour shifts and other time changes if they voted for the Union. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 3: During the course of the election, the Union and/or its agents stated that if they did not vote for the union the Respondent would sell their business and terminate the employees' jobs. The Union agent told the employees this statement approximately 2 days before the election.

OBJECTION NUMBER 4: During the course of the election, the Union and/or its agents induced employees to sign union authorization cards by representing that if they signed an authorization card before the election, the Union would waive payment of initiation fees and reduce the dues of the employees. Said conduct interfered with the results of the election.

OBJECTION NUMBER 5: During the course of the election, the Union and/or its agents misrepresented to the employees the type of wages and benefits it would receive under union conditions. Said conduct interfered with the results of the election.

OBJECTION NUMBER 6: During the course of the election, the Union and/or its agents told the employees that they would get a contract at the Respondent that would improve their working conditions, wages and benefits. The Union stated they would get the same contract as they have at other Ambulance Companies. This conduct interfered with the results of the election.

EXHIBIT 7



OBJECTION NUMBER 7

During the course of the election the Union and its agents threatened the employees that if all the employees did not vote for the Union the employees would be fired by the Respondent by selling the business approximately two days prior to the election due to this threat. The employees voted for the Union in the Election. Said conduct interfered with the results of the Election.

OBJECTION 8

During the course of the election the Union contacted a third party broker and asked him if the Respondent's business was for sale. The third party broker stated the Respondents business was for sale and had pending buyers when the third had no agreement with the Respondent for the sale of the business. Also, said conduct by the Union was a material misrepresentation to the employees since the Union agent or agents were not purchasers of the business but used this confidential information to adversely affect the results of the election. Said conduct by the Union interfered and threatened the employees that the business would be sold if they did not vote for the union.

OBJECTION NUMBER 9: During the course of the election, the Union and/or its agents made promises to the employees that negotiations would start immediately after the election and their could be no objections filed by the Company for any wrongful conduct by the Union if they voted for the Union. The union stated the company would automatically agree to the union's demands. Said conduct adversely affected the results of the election.

EXHIBIT 7



✓

OBJECTION NUMBER 10: During the course of the election, the Union and/or its agents stated that if they did not vote for the union the employer would terminate their jobs or other retaliatory action against the employees. Said conduct adversely affected the results of the election.

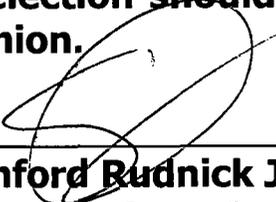
OBJECTION NUMBER 11: During the course of the election, the Union and/or its agents had a group meeting during the critical period or 24 hours prior to the election. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 12: During the course of the election, the union and its agents called the former broker who was hired to sell the company and stated they were a possible investor. The Union used this confidential information to find out about a possible sale and told the employees that the Respondent was going to sell its business. However, the Respondent terminated the broker. The Union and its agents used this confidential information to threaten the employees approximately two days prior to the election to threaten to terminate the employees. Said conduct adversely affected the results of the election.

OBJECTION NUMBER 13

During the course of the election the Union purchased meals and other benefits for the employees if they voted for the union. Said conduct interfered with the free atmosphere of the election.

WHEREFORE, Ambuserve Ambulance respectfully requests that the results of the election should be set aside and that a new election should be conducted due to the misconduct of the Union.



H. Sanford Rudnick JD
Labor Consultant for Ambuserve Ambulance

Date: June 28, 2012

EXHIBIT 7



11/11/11

11/11/11

PROOF OF SERVICE

I certify that I am over the age of 18 and I am not a party to the within action. My business address is 1200 Mt. Diablo Blvd. S105, Walnut Creek, Ca. 94596. On June 28, 2012, I personally mailed and faxed the Employers Objections to the Conduct Affecting the Outcome of the Election and caused it to be sealed and deposited in the United States Mail at Walnut Creek, Ca. with postage fully prepaid thereon, addressed in the manner set forth below:

National Labor Relations Board Region 21
888 South Figueroa St. Fl 9
Los Angeles, Ca. 90017
Olivia Garcia, Regional Director (F 213-894-2778)

NEMSA/SEIU Local 5000
Jason Herring, Business Representative
4701 Sisk Rd, S102
Modesto, CA. 95356 (F 209-572-4721)

I declare that the foregoing is true and correct to the best of my knowledge.

Dated: June 28, 2012



Veronica Ruiz

EXHIBIT 7



H. SANFORD
RUDNICK
& ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

Email john.hatem@nlrb.gov

July 9, 2012

National Labor Relations Board
Region 21
888 Figueroa St, FL 9
Los Angeles, Ca. 90017
Attn: Olivia Garcia, Regional Director
John Hatem, Board Agent

VIA FACIMILE
213-894-5204

Re: Ambuserve Ambulance 21-RC-081393
(Respondent) Evidence in Support of Respondents
Objections to Election

Pursuant to Section 102.69 of the Board's Rules and Regulations, Respondent submits the following evidence in support of its objections to the Election or to the conduct affecting the results of the election in the above referenced case.

The evidence to support the objections is from Melissa Harris, president of Ambuserve. Ambuserve is an ambulance company that has EMT's and paramedics who drive their ambulances. Ambuserve is located at 15105 South Broadway, Gardena, Ca. 90248. It has been in business for approximately 12 years.

OBJECTION NUMBER 1:

The Union and/or its agents during the course of the election promised the employees they could get them a \$5.00 increase in wages and benefits if they voted for the union. Said conduct adversely affected the results of the election.

According to Melissa Harris, President of Respondent, Ambuserve is located at 15105 South Broadway, Gardena, Ca. 90248. She stated a Union Flyer was sent to employees during the campaign period stating that the Union can get them an average of a \$5.00 pay difference and five times more likely to get higher wages and better benefits. Respondent shops our benefits around with our broker and must have a 75% participation rate, and often many insurance carriers have declined to quote us. The more people who sign up for benefits, the lower the price per employee. (See Exhibit 1 Union flyer)

EXHIBIT 8

1



(See Wagner Electric Corp., 167 NLRB 532(1967), S & O Security Inc.vs UPGWA 271 NKRB No. 211, 1984-5 CCH NLRB, Section 16,669, Teletype Corp., 122 NLRB 1594(1959); General Cable Corp., 170 NLRB 1682 (1968), NLRB vs Savior Mfg. 414 US 270 (1973)

OBJECTION NUMBER 2:

During the course of the election, the Union and/or its agents made promises to the employees that they could prevent the Respondent from making any changes to their hours or by implementing more 24 hour shifts and other time changes if they voted for the Union. Said conduct adversely affected the results of the election.

According to Melissa Harris, President, the company was turning down approximately 15 calls a day without utilizing the 24 hour shifts during the election. There were not enough resources to handle the call volume on any given day without the use of 24 hour shifts. It has always been our practice to have a flexible schedule and we use a system called Resource Planner to determine the types of shifts to use for coverage. We were unable to make any of these changes by having to remain status quo which affected our cash flow and made for a disgruntled workforce that was having to work 5 days a week to get any overtime versus working 2 days a week with overtime. (See Exhibit 5)

During the Union election we asked for an unlimited amount of 24 hour shifts to handle the call volume and were only allowed to put in 3 by the Union agent, Jason Herring. The company had a loss of revenue of \$75,000 during this time due to decline in calls. (See Wagner Electric Corp., 167 NLRB 532(1967), S & O Security Inc.vs UPGWA 271 NKRB No. 211, 1984-5 CCH NLRB, Section 16,669, Teletype Corp., 122 NLRB 1594(1959); General Cable Corp., 170 NLRB 1682 (1968), NLRB vs Savior Mfg. 414 US 270 (1973)

Thus, according to Melissa Harris, this prevention of 24 hour shifts by the Union and its agents was construed as a threat to prevent the Respondent to implement 24 shifts by the Union and its agents which was discussed by the employees throughout the election and the Respondent believed said threat interfered with the free atmosphere of the election and affected the results of the Election. The Union tried to shut down the Company. See Steak House Meat Company, 206 NLRB 28 (1978), Cickers, Inc. 152 NLRB 793 (1965); National Gypsum Co. 133 NLRB 1492 (1962), Caroline Poultry Farms, Inc. (1953) 104 NLRB 255. (See Exhibit 4)

EXHIBIT 8

OBJECTION NUMBER 3:

During the course of the election, the Union and/or its agents stated that if they did not vote for the union the Respondent would sell their business and terminate the employees' jobs. (See Exhibits 4, 5)

According to Melissa Harris, president of the Respondent, the Union agent told the employees this statement approximately 2 days before the election. Mass text messages were sent to the employees encouraging them to call the broker and inquire if Ambuserve was for sale. Employees felt that they had job instability if the company were to sell. It was a defamation of character to Melissa Harris because she put herself out there in the weeks before the election talking with employees and trying to get the company from going out of business since the Union prevented the Company from implementing the 24 hour shifts they needed. The Union basically made the employees think that Mellissa Harris was going to sell the company and the employees were in fear for their jobs.

The employees were told that I was selling the company in four-five days and that they needed to vote yes to be protected. NEMSA never contacted me to question the validity of the sale before speaking to the employees. They tainted my character as seen in the following attachments. (See Exhibit 2, 3) See Steak House Meat Company, 206 NLRB 28 (1978), Cickers, Inc. 152 NLRB 793 (1965); National Gypsum Co. 133 NLRB 1492 (1962), Caroline Poultry Farms, Inc. (1953) 104 NLRB 255. (See Exhibits 2,3,4)

OBJECTION NUMBER 4:

During the course of the election, the Union and/or its agents induced employees to sign union authorization cards by representing that if they signed an authorization card before the election, the Union would waive payment of initiation fees and reduce the dues of the employees. Said conduct interfered with the results of the election. See NLRB vs Savior Mfg. 414 US 270

According to Melissa Harris, the Union told the employees that they did not have to pay dues or initiation fees during the election process. However, if a contract was signed by the parties then all the employees would have to pay union dues. (See Exhibit 5, p.3)

OBJECTION NUMBER 5:

During the course of the election, the Union and/or its agents misrepresented to the employees the type of wages and benefits it would receive under union conditions. Said conduct interfered with the results of the election.

EXHIBIT 8

Melissa Harris was told by employees that we would have to offer dental vision and 401k. This totally contradicts federal guidelines. Employees do not have 401k because of lack of participation. It was more costly to maintain the 401k with only 5% participation. Currently out of 95 employees eligible to receive benefits, 59 opted out of receiving benefits due economic decline of our company. (See Exhibit 5 p. 3)

The Respondent believed this was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election. See Chillicothe Paper Co, NLRB, 1961, 41 LRRM 1285; James Lees and Sons Company, NLRB, (1961), 47LRRM 1285; P.D. Gwaltney, Jr. & Co. NLRB, 1947, 1172, Meridan Grain & Elevator Co.; NLRB 1947, 20 LRRM 1214

OBJECTION NUMBER 6:

During the course of the election, the Union and/or its agents told the employees that they would get a contract with the Respondent that would improve their working conditions, wages and benefits. The Union stated they would get the same contract as they have at other Ambulance Companies. This conduct interfered with the results of the election. Some employees were told that they could receive \$5.00 more an hour and other employees were told that they may receive .50 less an hour. (See Exhibit 1, Exhibit 5 p 3)

According to Melissa Harris, the current payroll liability is at approximately 50% of my total income received and I do not have the flexibility or income to increase wages and benefits at this time as we are trying to maintain the status quo of the recent recession and the constant decreases of MediCare and MediCal cuts and reimbursement. We are a non 911 company, therefore our reimbursements are lower than the current companies that NEMSA represents (AMR, Priority One) NEMSA did not properly evaluate the reimbursement for non-emergency companies, to see if wages and benefits could be improved without making the company bankrupt.(See Wagner Electric Corp., 167 NLRB 532(1967), S & O Security Inc.vs UPGWA 271 NLRB No. 211, 1984-5 CCH NLRB, Section 16,669, Teletype Corp., 122 NLRB 1594(1959); General Cable Corp., 170 NLRB 1682 (1968), NLRB vs Savior Mfg. 414 US 270 (1973)

OBJECTION NUMBER 7

During the course of the election the Union and its agents threatened the employees that if all the employees did not vote for the Union the employees would be fired by the Respondent by selling the business approximately two days prior to the election due to this threat. The employees voted for the Union in the Election. Said conduct interfered with the results of the Election. (See Exhibit 4 A-P)

EXHIBIT 8

According to Melissa Harris, president, the Union and its agents sent out blast text and emails encouraging employees to contact the broker if they did not believe the company was for sale. They did so without knowing the validity of the circumstances. The business had been taken off of the market on 4/22/2012. Melissa Harris would further like to state that in the 12 years she has owned Ambuserve she has never "at-willed" any EMT or Paramedic and have always been more than accommodating and flexible allowing them to dictate their schedule on a weekly basis. (See Exhibit 5 p 4)

This is more costly because it causes a great deal of overtime. However, it is beneficial to the employee rather than the employer. I am unaware of any other ambulance company that allows for this type of flexibility and benefits. . (See Exhibit 2, 3) See Steak House Meat Company, 206 NLRB 28 (1978), Cickers, Inc. 152 NLRB 793 (1965); National Gypsum Co. 133 NLRB 1492 (1962), Caroline Poultry Farms, Inc. (1953) 104 NLRB 255. See Exhibit 2

Also, the Respondent believed this was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election. See Chillicothe Paper Co, NLRB, 1961, 41 LRRM 1285; James Lees and Sons Company, NLRB, (1961), 47LRRM 1285; P.D. Gwaltney, Jr. & Co. NLRB, 1947, 1172, Meridan Grain & Elevator Co.; NLRB 1947, 20 LRRM 1214

OBJECTION 8

During the course of the election the Union contacted a third party broker and asked him if the Respondent's business was for sale. The third party broker stated the Respondents business was for sale and had pending buyers when the third had no agreement with the Respondent for the sale of the business. Also, said conduct by the Union was a material misrepresentation to the employees since the Union agent or agents were not purchasers of the business but used this confidential information to adversely affect the results of the election. Said conduct by the Union interfered and threatened the employees that the business would be sold if they did not vote for the union. (See Exhibit 4, 5)

According to Melissa Harris the employees Matt Schafer and Jocelyn Foster stated they received the attached emails from various employees to show the employees were all getting emails and texts stating that the business was going to be sold in 4-5 days. (See Exhibits 2,3) No one from the Union contacted Melissa Harris directly to see if the broker's statements were valid. At private meetings they encouraged all employees to contact the broker Leo Keligan, which is a breach of confidentiality and misrepresentation as they were not true investor, just agents of the Union tainting my character. See Steak House Meat Company, 206 NLRB 28 (1978), Cickers, Inc. 152 NLRB 793 (1965); National Gypsum Co. 133 NLRB 1492 (1962), Caroline Poultry Farms, Inc. (1953) 104 NLRB 255. (See Exhibits 2,3 4, 5)

EXHIBIT 8

Again, the Respondent believed this was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election. See Chillicothe Paper Co, NLRB, 1961, 41 LRRM 1285; James Lees and Sons Company, NLRB, (1961), 47LRRM 1285; P.D. Gwaltney, Jr. & Co. NLRB, 1947, 1172, Meridan Grain & Elevator Co.; NLRB 1947, 20 LRRM 1214

OBJECTION NUMBER 9:

During the course of the election, the Union and/or its agents made promises to the employees that negotiations would start immediately after the election and their could be no objections filed by the Company for any wrongful conduct by the Union if they voted for the Union. The union stated the company would automatically agree to the union's demands. Said conduct adversely affected the results of the election. (See Wagner Electric Corp., 167 NLRB 532(1967), S & O Security Inc.vs UPGWA 271 NKRB No. 211, 1984-5 CCH NLRB, Section 16,669, Teletype Corp., 122 NLRB 1594(1959); General Cable Corp., 170 NLRB 1682 (1968), NLRB vs Savior Mfg. 414 US 270 (1973)

Again, the Respondent believed that misstating the NLRB process was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election. See Chillicothe Paper Co, NLRB, 1961, 41 LRRM 1285; James Lees and Sons Company, NLRB, (1961), 47LRRM 1285; P.D. Gwaltney, Jr. & Co. NLRB, 1947, 1172, Meridan Grain & Elevator Co.; NLRB 1947, 20 LRRM 1214

OBJECTION NUMBER 10:

During the course of the election, the Union and/or its agents stated that if they did not vote for the union, the Respondent would terminate their jobs or take other retaliatory action against the employees. Said conduct adversely affected the results of the election.

According to Melissa Harris, president, there were a blast emails from the employees after terminating Mr. Johnson for just cause and hiring him back as an example of Union negotiation rather than an act of me doing what I thought was morally right. Mr. Johnson should not be held to different standards than other employees had previously been held to. It is my position to always give people job security, but I want people to be knowingly accountable for themselves. You should note Melissa Harris hired Mr. Johnson back prior to June 22 and paid back pay in order to avoid costly legal fees since our company was losing money and trying to stay afloat. (See Exhibits 4,5)

EXHIBIT 8

Melissa Harris always acts on moral integrity and do what is best for the company and the individuals who work for me. I personally took it upon myself to call Johnson and apologize for the miscommunication and asked him if he would like to come back to work at Ambuserve and he agreed to come back part time. Hence, the Union used the termination of Mr. Johnson that the Company would terminate their employees without legitimate business reasons. See Steak House Meat Company, 206 NLRB 28 (1978), Cickers, Inc. 152 NLRB 793 (1965); National Gypsum Co. 133 NLRB 1492 (1962), Caroline Poultry Farms, Inc. (1953) 104 NLRB 255. (See Exhibit 5)

OBJECTION NUMBER 11: During the course of the election, the Union and/or its agents had a group meeting during the critical period or 24 hours prior to the election. Said conduct adversely affected the results of the election.

According to an employees in Exhibit 4, they voluntarily told Melissa Harris, on June 21st, 2012, the night before the election, a meeting was held at Starbucks in Gardena at 6pm. The Union and their agents tainted Melissa's character and bullied the employees to vote for the Union in order for them to have job security since the company was currently in escrow and being sold. The Union told employees "Melissa has no interest in their benefits wages or job security but that she only wanted to have them vote no for the Union because she would be sued if there was a Union by the new owners as she did not disclose this information to the said buyers" Please see attached emails and texts. The Union agents also told employees that if she did not sell the company she would get sued since she was under contract. Employees then felt that they did not have job security and were now confused. It was in the critical 24 hour period before the vote and I could not defend myself or show that the sale had been terminated.

The Union assassinated Melissa's Harris's personal character, brought up her personal marriage life that had nothing to do with the security of their jobs. This was just mischaracterization on my part and threatening the employees that I was going to sell the Company. See Steak House Meat Company, 206 NLRB 28 (1978), Cickers, Inc. 152 NLRB 793 (1965); National Gypsum Co. 133 NLRB 1492 (1962), Caroline Poultry Farms, Inc. (1953) 104 NLRB 255.

Again, the Respondent believed this was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election. See Chillicothe Paper Co, NLRB, 1961, 41 LRRM 1285; James Lees and Sons Company, NLRB, (1961), 47LRRM 1285; P.D. Gwaltney, Jr. & Co. NLRB, 1947, 1172, Meridan Grain & Elevator Co.; NLRB 1947, 20 LRRM 1214 (See Exhibits 2,3)

EXHIBIT 

OBJECTION NUMBER 12: During the course of the election, the union and its agents called the former broker who was hired to sell the company and stated they were a possible investor. The Union used this confidential information to find out about a possible sale and told the employees that the Respondent was going to sell its business. However, the Respondent terminated the broker in May 2012, The Union and its agents used this confidential information to threaten the employees approximately two days prior to the election to threaten to terminate the employees. Said conduct adversely affected the results of the election.

(See attached Exhibits 2, 3, 4, 5) and mass text sent to all employees. See Steak House Meat Company, 206 NLRB 28 (1978), Cickers, Inc. 152 NLRB 793 (1965); National Gypsum Co. 133 NLRB 1492 (1962), Caroline Poultry Farms, Inc. (1953) 104 NLRB 255. Again, the Respondent believed this was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election. See Chillicothe Paper Co, NLRB, 1961, 41 LRRM 1285; James Lees and Sons Company, NLRB, (1961), 47LRRM 1285; P.D. Gwaltney, Jr. & Co. NLRB, 1947, 1172, Meridan Grain & Elevator Co.; NLRB 1947, 20 LRRM 1214

OBJECTION NUMBER 13

During the course of the election the Union purchased meals and other benefits for the employees if they voted for the union. Said conduct interfered with the free atmosphere of the election. Anyone who came to the meeting at Starbucks was offered coffee and food. I was told by numerous employees that this type of behavior was being conducted in order to induce a yes vote for the Union. (See Exhibit 5)(See Wagner Electric Corp., 167 NLRB 532(1967), S & O Security Inc. vs UPGWA 271 NLRB No. 211, 1984-5 CCH NLRB, Section 16,669, Teletype Corp., 122 NLRB 1594(1959); General Cable Corp., 170 NLRB 1682 (1968), NLRB vs Savior Mfg. 414 US 270 (197

Therefore, based upon the alleged hereinabove illegal conduct by the Union, the Respondent believes said election should be set aside.

Respectfully,

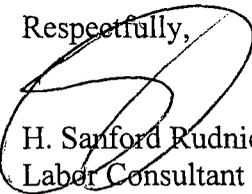

H. Sanford Rudnick JD
Labor Consultant for Ambuserve Ambulance
Cc: Melissa Harris, Traci Taylor

EXHIBIT 8

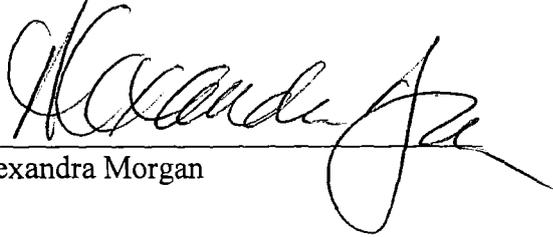
PROOF OF SERVICE

I certify that I am over the age of 18 and I am not a party to the within action. My business address is 1200 Mt. Diablo Blvd. S105, Walnut Creek, Ca. 94596. On July 9, 2012, I personally mailed and faxed the Employers Objections to the Conduct Affecting the Outcome of the Election and caused it to be sealed and deposited in the United States Mail at Walnut Creek, Ca. with postage fully prepaid thereon, addressed in the manner set forth below:

National Labor Relations Board Region 21
888 South Figueroa St. Fl 9
Los Angeles, Ca. 90017
Olivia Garcia, Regional Director (F 213-894-2778)

I declare that the foregoing is true and correct to the best of my knowledge.

Dated: July 9, 2012


Alexandra Morgan

EXHIBIT 

The NEMSA Difference Is FIVE

**\$5
Per
Hour
Difference**

**FIVE
Ways To
Stand
Together**



**5 Reasons To
Support
NEMSA**

5

Get Informed: The Difference That 5 Can Make

Five is a number that should mean a great deal to employees of Ambuserve. Everyday you work for an average \$5 per hour less than other EMTs who are doing the exact same work. The

Difference: NEMSA represents and has contracts with employers that guarantee industry standard wages. Get informed and discover the difference that FIVE can make for you!

EXHIBIT 8



Melissa Harris <klibmail@gmail.com>

EXHIBIT 8

(no subject)

3 messages

Matt Schafer <mschafer89@yahoo.com>
Reply-To: Matt Schafer <mschafer89@yahoo.com>
To: "melissah@ambuserve.net" <melissah@ambuserve.net>

Fri, Jun 22, 2012 at 6:45 PM

Melissa,

On the evening of Wednesday, June 20, I heard that NEMSA had spoken with a broker regarding Ambuserve for sale. It was made known to me that representatives from NEMSA had located a website on which an unspecified ambulance company was for sale, and the broker's name and phone number were listed as well. On the following morning, June 21, I phoned the number listed on the website and began a conversation with Leo Kelgian, the broker with which NEMSA had spoken to the night before. I asked Mr. Kelgian if the company listed on the website was Ambuserve, to which he responded yes it was. He then told me that the company had been bought for approximately five million dollars with an additional two million dollars being included for the purchase of the property. He also told me the company was in escrow and the deal should be closing within two weeks as they were simply waiting on a Pnl. report. I had heard from my coworkers that the NEMSA representatives had claimed to be interested in buying the company to obtain this same information, though I cannot attest to this is as I did not hear them say this directly. It should be known that Mr. Kelgian offered the information to me without me even having to identify myself. Anyhow, I hope this is helpful

Matt

Matthew A. Schafer
mschafer89@yahoo.com
(510)517-0659

Melissa Harris <melissah@ambuserve.net>
To: Traci Taylor <tracit@ambuserve.net>

Fri, Jun 22, 2012 at 7:30 PM

[Quoted text hidden]

Melissa Harris <melissah@ambuserve.net>
To: Matt Schafer <mschafer89@yahoo.com>

Sat, Jun 23, 2012 at 8:03 AM

Thank You, it is greatly appreciated!
Melissa

[Quoted text hidden]

EXHIBIT 2



Melissa Harris <klibmail@gmail.com>

EXHIBIT 1

SMS with 3107021230

30 messages

3107021230 <3107021230@unknown.email>
To: klibmail@gmail.com

Mon, Jun 25, 2012 at 3:09 AM

Im going to forward you messages granados was sent

3107021230 <3107021230@unknown.email>
To: klibmail@gmail.com

Mon, Jun 25, 2012 at 3:11 AM

Fwd: She sold the fucking company, she just found out she lost and came out of the room and said out loud "I don't care because I'm outta here in 4 days

3107021230 <3107021230@unknown.email>
To: klibmail@gmail.com

Mon, Jun 25, 2012 at 3:12 AM

Fwd: supposedly she called Gashi crying saying she was going to get sued and how she has like 4 days left before escrow closes

3107021230 <3107021230@unknown.email>
To: klibmail@gmail.com

Mon, Jun 25, 2012 at 3:15 AM

He prob has those... I can ask him and Sanchez if they have it do you want me to?

3107021230 <3107021230@unknown.email>
To: klibmail@gmail.com

Mon, Jun 25, 2012 at 3:17 AM

Yeah i get it:

3107021230 <3107021230@unknown.email>
To: klibmail@gmail.com

Mon, Jun 25, 2012 at 3:42 AM

Anthony says he still has them im going to ask him if he is willing to send them to you? Or how do you want them?

3107021230 <3107021230@unknown.email>
To: klibmail@gmail.com

Mon, Jun 25, 2012 at 3:51 AM

K he is forwarding them to me right now

3107021230 <3107021230@unknown.email>
To: klibmail@gmail.com

Mon, Jun 25, 2012 at 3:51 AM

Ill pass them to you

3107021230 <3107021230@unknown.email>

Mon, Jun 25, 2012 at 3:58 AM

EXHIBIT 3

DECLARATION OF Javier Flores

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am an EMT at the Company and have worked for 7 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 20, 2012 at approximately 2 day prior to the election on June 22, 2012, the Union agent, named Shelly told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, Shelly wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on 7.3 2012.

Javier Flores

EXHIBIT 8

EXHIBIT 4 (A-P)
4A

DECLARATION OF Richard Wald.

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a ^{FMT} Employee at the Company and have worked for 1 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 21, 2012 at approximately 2 days prior to the election on June 22, 2012, the Union agent, named Sally Huddleston told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, Sally Huddleston wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 3rd 2012.

Richard Wald.

EXHIBIT 8

DECLARATION OF NOEL FLORES

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a PM Employee at the Company and have worked for 1 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 21, 2012 at approximately 7 ~~2~~ days prior to the election on June 22, 2012, the Union agent, named Shawy Hubbard told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, Shawy Hubbard wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca on July 3 2012.

NOEL FLORES

EXHIBIT 8

4c

DECLARATION OF ESTHER GARMON

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a PREMISE at the Company and have worked for 7 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 20, 2012 at approximately 2:00 PM prior to the election on June 22, 2012, the Union agent, named Shelly Hurdson told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, Shelly Hurdson wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 3 2012.

ESTHER GARMON

EXHIBIT 8

40

DECLARATION OF MATT SCOW

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a EMT at the Company and have worked for 2 months years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 20, 2012 at approximately 2:30 prior to the election on June 22, 2012, the Union agent, named NEMSA told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, NEMSA wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on 7-3-12 2012.

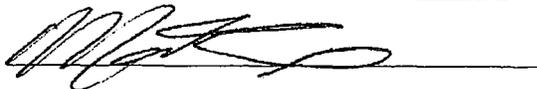


EXHIBIT 8

4E

DECLARATION OF Sana Hamedani

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a EMT at the Company and have worked for 2 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 20, 2012 at approximately 2225 prior to the election on June 22, 2012, the Union agent, named NEMSA told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, NEMSA wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 3 2012.

Sana Hamedani

EXHIBIT 8

4F

DECLARATION OF Jacelyn Foster-

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a EMT/Dispatcher at the Company and have worked for 6 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 21, 2012 at approximately 1800 prior to the election on June 22, 2012, the Union agent, named Shelley/Dary told employees that ~~they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage.~~ ~~The Union agent~~ stated she spoke to the Broker and the Union agent was an investor. The Union agent, Shelley/Dary wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 3rd 2012.

Jacelyn Foster

EXHIBIT 8

46

DECLARATION OF Javier Cauberos

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a EMT at the Company and have worked for 6 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 21, 2012 at approximately 1400 prior to the election on June 22, 2012, the Union agent, named Shelley told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, Shelley wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on 7/3/12 2012.

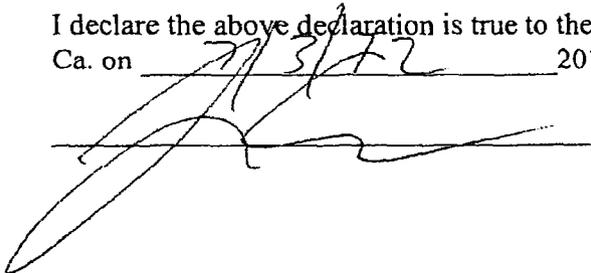


EXHIBIT 8

4H

DECLARATION OF David Granados

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a EMT at the Company and have worked for 5 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 20, 2012 at approximately 1500 prior to the election on June 22, 2012, the Union agent, named NEMSA told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, Shelly wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on 7-2 - 2012.

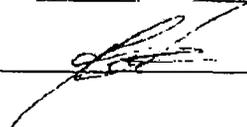


EXHIBIT 8

41

DECLARATION OF ALFRED R. GAY

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am an EMPLOYEE at the Company and have worked for LESS THAN years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June ²⁰22, 2012 at approximately 1700 prior to the election on June 22, 2012, the Union agent, named SHelly told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, SHelly wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 2 2012.

Alfred R. Gay

EXHIBIT 8

45

DECLARATION OF Donovan Joubert

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a EMT at the Company and have worked for 2 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 22, 2012 at approximately 11 00 prior to the election on June 22, 2012, the Union agent, named NEMSA told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, NEMSA wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 2 2012.

D - Donovan Joubert

EXHIBIT 8

4K

DECLARATION OF Robert Camberos

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NFMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a NST at the Company and have worked for 1 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 20, 2012 at approximately 12:00 pm prior to the election on June 22, 2012, the Union agent, named NEMSA told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, NEMSA wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 2 2012.

Robert Camberos

EXHIBIT 8

42

DECLARATION OF Katie Chidley

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a dispatcher at the Company and have worked for 3 1/2 months ~~years~~ at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 20/21, 2012 at approximately 5:00 pm prior to the election on June 22, 2012, the Union agent, named shelly told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, shelly wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 02, 2012.

Katie Chidley

EXHIBIT C

4/11

DECLARATION OF Anthony Sanchez

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a FMT at the Company and have worked for 3 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 21, 2012 at approximately 2:45 prior to the election on June 22, 2012, the Union agent, named NEMSA told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, NEMSA wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 02 2012.

Anthony Sanchez

EXHIBIT 8

4N

DECLARATION OF J. CONTRERAS

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a EMT at the Company and have worked for 4 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 22, 2012 at approximately 1100 prior to the election on June 22, 2012, the Union agent, named NEMSA told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, NEMSA wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on July 2, 2012.

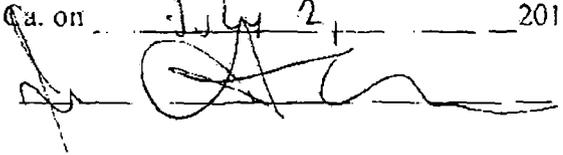


EXHIBIT 8

DECLARATION OF DENISE VARGAS

I have been informed that this statement concerns the National Labor Relations Board election petition, 21-RC-081393 concerning the objections to the Election that was filed by AmbuServe Ambulance (Company) against NEMSA (Union) that was held on June 22, 2012. This declaration is strictly voluntary. If I do not wish to give a statement there will be no reprisals against me. I am giving this statement on my own free will and no one is pressuring me to give this statement. This declaration was prepared by the Company's representative.

I am a EMT/DISPATCHER at the Company and have worked for 1.5 years at the Company. The Company is located at 15105 South Broadway, Gardena, California, 90248 and is an Ambulance Company.

On June 20/21, 2012 at approximately 5 pm prior to the election on June 22, 2012, the Union agent, named SHELLY told employees that they may lose their job if Melissa Harris is not the owner and the employee's might need the Union for protection. Employees were told that they could be fired at will or that salaries could be reduced to minimum wage. The Union agent stated she spoke to the Broker and the Union agent was an investor. The Union agent, SHELLY wanted to have everyone call the Broker if they had any questions if the business was for sale. The Union agent of NEMSA told the Broker that they represented themselves and did not reveal their name to the Broker. The Union represented themselves as investors looking for a business in Gardena in order to obtain this information. All the employees including myself were scared by the Union's threat and we could lose their jobs.

I declare the above declaration is true to the best of my knowledge and was executed in Gardena, Ca. on JUNE JULY 2, 2012 2012.

[Signature]

EXHIBIT 8

4p

DECLARATION OF MELISSA HARRIS

I am the president of Ambuserve which is an ambulance company that has EMT's and Paramedics who drive our ambulances. Ambuserve, Inc. is located at 15105 South Broadway, Gardena, Ca. 90248. It has been in business for approximately 12 years.

During the course of the election the Union made promises to the employees that they could get higher wages and benefits. A Union Flyer was sent to employees during the campaign period stating that the Union can get them an average of a \$5.00 pay difference and five times more likely to get higher wages and better benefits if they were with a Union. I, personally around September each year shop our benefits around with two different brokers to compare prices and benefits and absolutely get the best bargaining deal for the employees that I possibly can. The problem that I often run into is for some insurance carriers; such as Kaiser I must have a 75% participation rate or they decline to quote us. This has been a huge problem, as I could offer better benefits with a better price if I had greater participation. If more employees would sign up for benefits, the price per employee would be significantly lower and I would be able to quote out with more carriers and get a better buck for their dollar. (See Exhibit 1 Union flyer)

Further, during the course of the election, the Union and/or its agents made promises to the employees that they could prevent me from making any changes to their hours or by implementing more 24 hour shifts and other time changes if they voted for the Union. I was told this by several employees at AmbuServe, too many to mention name specific.

Since the Union prevented me from complying with my past practices of changing shifts on a weekly basis to meet the scheduling needs of the employees, the company was turning down approximately 15 calls a day without utilizing the 24 hour shifts during the election. There were not enough resources to handle the call volume on any given day without the use of 24 hour shifts. It has always been our practice to have a flexible schedule and we use a system called Resource Planner to determine the types of shifts to use for coverage. We were unable to make any of these changes by having to remain status quo which affected our cash flow and made for a disgruntled workforce that had to work 5 days a week to get any overtime versus working 2 days a week with overtime. It should be noted that during this time, many employees were calling off and not showing

EXHIBIT 8

EXHIBIT 5

up to work and AmbuServe was unable to fill those shifts on such short notice and put the necessary ambulances up to handle the volume. Employees were disgruntled and intentionally trying to sabotage AmbuServe as they wanted their 24's back. I can recall one Saturday during the election campaign, that I did not have any Paramedic Car on the road, as they all called off together and I was down three Paramedic Cars. I heard from several employees that this was intentional and planned.

During the Union election we asked for an unlimited amount of 24 hour shifts to handle the call volume and were only allowed to put in 3 by the Union agent, Jason Herring. The company had a loss of revenue of \$75,000 during this time due to decline in calls and due to the Union preventing me from adding additional 24 shifts to handle the incoming calls. The company is still struggling financially as they will have to regain the trust of their customers and facilities they service as their service dramatically declined during this time period giving ETA's of 3 to 4 hrs; instead of ½ hr. ETA's which is the norm for the industry.

Thus, this prevention of 24 hour shifts by the Union and its agents was construed as a threat to prevent me to implement 24 shifts by the Union and its agents which were discussed by the employees throughout the election. I believed said threat interfered with the free atmosphere of the election and affected the results of the Election. The Union tried to shut down the Company as I was unable to service my contract obligations of meeting response times (ETA's).

Furthermore, during the course of the election, the Union and/or its agents stated that if they did not vote for the union I would sell my business and terminate the employees' jobs. (See Exhibits 4-A-P)

According to Matt Schafer, a Paramedic employee of AmbuServe, the Union agent told many of my employees this statement approximately 36 hrs before the election. Mass text messages were sent to all employees of AmbuServe encouraging them to call the broker and inquire if Ambuserve was for sale, they even sent out a link for reference. See (Exhibits 2-3)

Employees felt that they had job instability if the company were to sell. It was a defamation of character to me because I put myself out there in the weeks before the election talking with employees and trying to prevent the company from going out of business since the Union prevented the Company from implementing the 24 hour shifts which I needed. The Union and its agents basically made the employees think that I was going to sell the company and the employees were in fear for their jobs and felt they could no longer trust me.

The employees were told that I was selling the company in four-five days and that they needed to vote yes to be protected. NEMSA never contacted me to question the validity of the sale before speaking to the employees. They tainted my character as seen in the following attachments. (See Employee Exhibits 4-A-P)

EXHIBIT 8

EXHIBIT 5

In addition, during the course of the election, the Union and/or its agents induced employees to sign union authorization cards by representing that if they signed an authorization card before the election, the Union would waive payment of initiation fees and would not have to pay any type of monthly dues until a contract was agreed upon . I believed this conduct interfered with the results of the election.

I was told by an employee, Jocelyn Foster Chidley that the Union told the employees that they did not have to pay dues or initiation fees during the election process. However, if a contract was signed by the parties then all the employees would have to pay union dues and it was based on the average of the Paramedic pays (which are paid at a much higher rate than EMT's).

Also, during the course of the election, the Union and/or its agents misrepresented to the employees the type of wages and benefits it would receive under union conditions which I believed this conduct interfered with the results of the election.

Similarly, I was told by several employees that we would have to offer dental vision and 401k. This totally contradicts with current federal guidelines. Employees do not have 401k because of lack of participation on their part and it was more costly for AmbuServe to maintain the 401k with only 5% participation, and many of those employees no longer were working for AmbuServe but never moved their funds. Currently out of 95 employees eligible to receive benefits, 59 opted out of receiving benefits due economic decline of our country. AmbuServe's participation for receiving benefits is 36%, the lowest in the 12 years that I have owned AmbuServe.

I believed this was a serious misrepresentation by the Union and its agents and this conduct interfered with the results of the election.

Further, during the course of the election, the Union and/or its agents told the employees that they would get a contract with my Company that would improve their working conditions, wages and benefits. The Union stated they would get the same contract as they have at other Ambulance Companies. I believed these promises interfered with the results of the election. Some employees were told that they could receive \$5.00 more an hour and other employees were told that they may receive .50 less an hour.
(See Exhibit 1)

You should note the current payroll liability is at 53% of my total income received and I do not have the flexibility or income to increase wages and benefits at this time as we are trying to maintain the status quo of the recent recession and the constant decreases of MediCare and MediCal reimbursements, and increasing costs of insurances and fuel to just name a few. We are a non 911 company, therefore our reimbursements are lower than the current companies that NEMSA represents (AMR, Priority One in California) NEMSA did not properly evaluate the reimbursement for non-emergency companies whom due primarily interfacility transports; such as AmbuServe to see if wages and benefits could be improved without making the company bankrupt.

EXHIBIT 

EXHIBIT  3

Additionally, during the course of the election the Union and its agents threatened the employees that if all the employees did not vote for the Union the employees would be fired by me or my company if new owners were taking over in approximately 5 days, this was said 36 hrs before the election and was used as a scare tactic and threat of job instability. I believe the employees voted for the Union in the Election due to this threat by the Union that had no validity. (See Exhibit 4 A-P)

As stated above, the Union and its agents informed AmbuServe Employees whom sent out blast text and emails encouraging all employees to contact the broker if they did not believe the company was for sale. They did so without knowing the validity of the circumstances as if they did their due diligence before tainting my character they would of known that the business had been taken off the market on 4/20/2012, which was sent to the broker by certified mail. I would further like to state that in the 12 years I owned Ambuserve I have NEVER "at-willed" any EMT or Paramedic and have always been more than accommodating and flexible allowing them to dictate their schedule on a weekly basis for various reasons; such as childcare, school schedule, family dynamics, or other part-time job .

This is more costly because it causes a great deal of overtime. However, it is beneficial to the employee rather than the employer. I am unaware of any other ambulance company that allows for this type of flexibility and benefits.

Also, I believed this was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election.

Also, during the course of the election the Union contacted a third party broker and asked him if my business was for sale. The third party broker stated my business was for sale and had pending buyers when the third party had no agreement with my company for the sale of the business. Also, said conduct by the Union was a material misrepresentation to the employees since the Union agent or agents were not purchasers of the business but used this confidential information to adversely affect the results of the election. Said conduct by the Union interfered and threatened the employees that the business would be sold and they need to vote for the union for protection. (See Exhibit 4 A-P)

The employees Matt Schafer and Jocelyn Foster stated they received the attached emails from various employees to show the employees were all getting emails and texts stating that the business was going to be sold in 4-5 days. (See Exhibits 2,3) No one from the Union contacted me directly to see if the broker's statements were valid. At private *emergency* (refer to facebook screen shots) meetings they encouraged all employees to contact the broker Leo Keligan, which is a breach of confidentiality and misrepresentation as they were not a true investor, just agents of the Union tainting my character.

Again, I believed this was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election.

EXHIBIT 8

EXHIBIT 5

Moreover, during the course of the election, the Union and/or its agents made promises to the employees that negotiations would start immediately after the election and their could be no objections filed by the Company for any wrongful conduct by the Union if they voted for the Union. The union stated the company would automatically agree to the union's demands. I believe this conduct adversely affected the results of the election

In the same manner, I believed that misstating the NLRB process was a serious misrepresentation by the Union and its agents and this conduct interfered with the results of the election.

Likewise, during the course of the election, the Union and/or its agents stated that if my employees did not vote for the union, I would terminate their jobs or take other retaliatory action against the employees. Again, I believe this conduct adversely affected the results of the election. (See Exhibit 4 A-P)

Again there were a blast emails from the employees after terminating Mr. Johnson for just cause and hiring him back as an example of Union negotiation and protection rather than an act of me doing what I thought was morally right and just. At the time Mr. Johnson was fired, I was out on an injury with bilateral broken wrists and only found out about it from his fellow employees; Gashi and Reza whom pleaded to me to look into the situation as they believed he was fired unfairly and had children and a mortgage to pay. After investigating Mr. Johnson and all the circumstances pertaining to his departure I believed that Mr. Johnson should be hired back and not held to higher standards than other employees whom work at AmbuServe. It is my position to always give people job security, but I want employees to be knowingly accountable for themselves and their actions as being tardy, or not showing up for work affects AmbuServe's performance as we can not get the scheduled ambulances on the road for the necessary demand. You should note I hired Mr. Johnson back prior to June 22, the day of the vote knowingly that he was pro union and paid all back wages because it was the morally just to do so.

I always act on moral integrity and do what is best for the company and the individuals whom work for me. I personally took it upon myself to call Johnson and apologize for the miscommunication and asked him if he would like to come back to work at Ambuserve and he agreed to come back part time. Hence, the Union used the termination of Mr. Johnson that the Company would terminate their employees without legitimate business reasons and just because they were pro-Union.

In the same manner, during the course of the election, the Union and/or its agents had a group meeting during the critical period or 24 hours prior to the election. I believe this conduct adversely affected the results of the election.

According to several employees and facebook posts, mass texts/emails and Jocelyn Foster a meeting would be held on June 21st, 2012, the night before the election, to

discuss the sale of the business and the meeting was held at Starbucks in Gardena at 6pm. The Union and their agents tainted my personal character and bullied the employees to vote for the Union in order for them to have job security since the company was currently in escrow and being sold and could not be reversed. The Union told employees “Melissa has no interest in their benefits wages or job security but that she only wanted to have them vote no for the Union because she would be sued if there was a Union by the new owners as she did not disclose that information to the said buyers” Please see attached emails and texts. The Union agents also told employees that if she did not sell the company she would get sued since she was under contract obligation. Employees then felt that they did not have job security and were now confused and were not sure who to believe. This was strategically planned by the Union in the critical 24 hour period before the vote and so I could not defend myself or show that the sale had been canceled.

The Union assassinated my personal character, brought up my personal marriage life that had nothing to do with the security of their jobs. This was just mischaracterization on my part and threatening the employees that I was going to sell the Company.

Again, I believed this was a serious misrepresentation by the Union and its agents and said conduct interfered with the results of the election. (See Exhibits 2,3)

Also, during the course of the election, the union and its agents called the former broker who was hired to sell the company and stated they were a possible investor. The Union used this confidential information to find out about a possible sale and told the employees that I was going to sell its business. However, I terminated the broker on April 22, 2012. The Union and its agents used this confidential information to threaten the employees approximately two days prior to the election to and they were scared for their jobs. I believed this conduct adversely affected the results of the election. (See Exhibits 4A-P,6)

In addition to the above, I believed this was a serious misrepresentation by the Union and its agents and this conduct interfered with the results of the election.

Lastly, during the course of the election, the Union purchased meals and other benefits for the employees if they voted for the union. I believed this conduct interfered with the free atmosphere of the election. Anyone who came to the meeting at Starbucks was offered coffee and food. I was told by numerous employees that this type of behavior was being conducted in order to induce a yes vote for the Union. I was told this by the following employee, Jocelyn Foster and many others as this was a known practice to induce Union conversation.

EXHIBIT 8

EXHIBIT 5 6

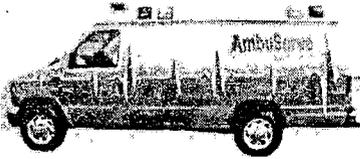
I declare that this declaration is true to the best of my knowledge and belief and it was executed in Gardena CA. on July 3 2012.



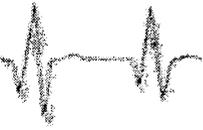
Melissa Harris, President of Ambuserve Ambulance

EXHIBIT 8

EXHIBIT 5₇



AmbuServe
Ambulance



April 22, 2012

Dear Mr. Keligian

Please be advised that we would like to suspend our listing of Ambuserve for sale. We are currently in the process of some management changes and are discussing our future plans. We will contact you in the event that we decide to re-activate our plans to solicit potential buyers.

We have enjoyed working with you and will certainly call upon you in the future as the need arises.

Melissa Harris
President

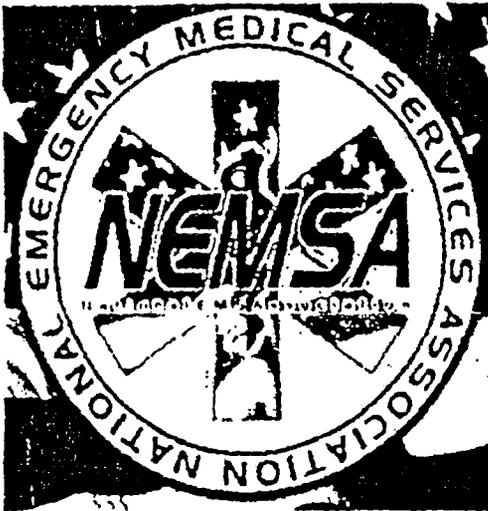
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>Leo Keligian</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>LEO K</i></p> <p>C. Date of Delivery <i>4/22/12</i></p>
<p>1. Article Addressed to: <i>Americorp Business inc 18164 Chardon Circle Encino CA 91316</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number: <small>(Transfer from service label)</small></p>	<p><i>7007 0710 0002 9965 1299</i></p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

EXHIBIT 8 EXHIBIT 6

The NEMSA Difference Is FIVE

**\$5
Per
Hour
Difference**

**FIVE
Ways To
Stand
Together**



**5 Reasons To
Support**

NEMSA

EXHIBIT 9

5

Get Informed: The Difference That 5 Can Make

Five is a number that should mean a great deal to employees of Ambuserve. Everyday you work for an average \$5 per hour less than other EMTs who are doing the exact same work. The

Difference: NEMSA represents and has contracts with employers that guarantee industry standard wages. Get informed and discover the difference that FIVE can make for you!



What Does NEMSA Representation Mean? Superior Contracts AND Superior Representation

NEMSA AMR San Mateo CA

- 28% pay increase over 4 years.
- Top Step at \$108,000 per year.

EXHIBIT 10

NEMSA AMR Northern California CA

- 28-36% Raise over 3 years,
- Forced AMR to offer a second health plan other than AMR national plan
- \$1000 FSA debit card to offset healthcare costs.

NEMSA AMR N. Hollywood CA

- Took arbitration case SEIU "botched" and won massive back pay award for current and former employees.
- 20-25% pay increase over 3 years.

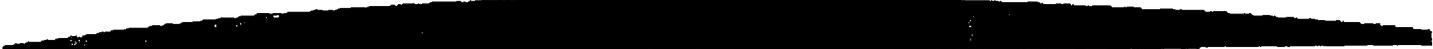
NEMSA AMR Riverside CA

- 12-18% Pay Increase Over Three Years With Less Expensive Health Insurance

NEMSA AMR San Diego CA

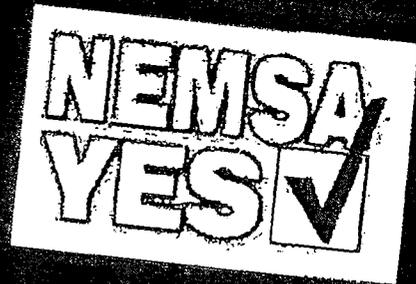
- 13-25% Pay Increase over 3 years
- \$3250 signing bonus
- 10% 401k Match \$1/\$1

**NEMSA DOESN'T HAVE A "SECRET FORMULA" FOR SUCCESS.
 NEMSA KNOWS EMS BECAUSE NEMSA IS 100% EMS.
 NEMSA HAS SUPERIOR REPRESENTATION AND THE BEST
 CONTRACTS IN THE USA BECAUSE WE UNDERSTAND EMS.**



Did You Know?

- Beyond Minimum Wage laws there are very few laws about what an employer is required to pay employees?
- There is **NO** law that an employer is required to provide health insurance for employees?
- There is **NO** law that an employer is required to pay vacation time, sick time, or paid time off?
- There is **NO** law that an employer must treat employees consistently, fairly, or with respect?

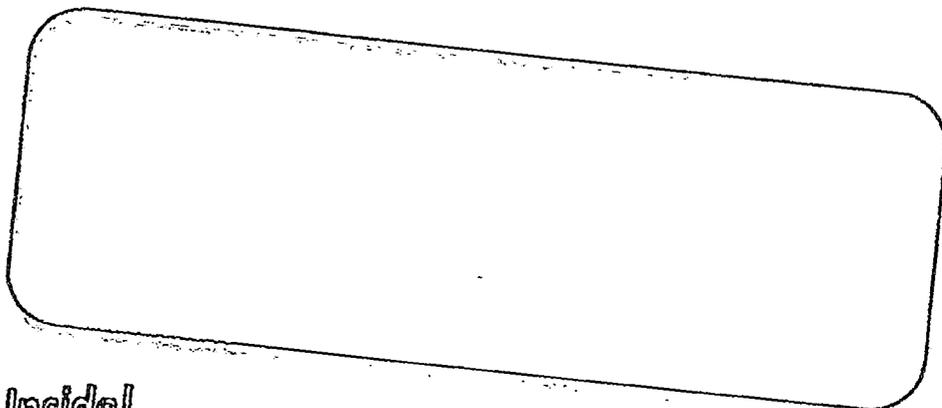


With a union and a contract your wages, benefits and working conditions are guaranteed! They cannot be changed unless YOU agree to change them!



4701 Sisk Rd, STE 102
Modesto, CA 95356

EXHIBIT //



Important Information Inside!

The Truth About Union Dues:

NEMSA Spends 98% Of Union Dues On Representing EMS Workers!

Union Dues are a touchy subject. Nobody likes paying money and not getting something of value in return. Far too long labor unions other have taken dues from hardworking members and wasted them on political activities, bloated infrastructures, and wasteful spending.

NEMSA Is Different. As a Not-For-Profit Mutual Benefit Corporation NEMSA must follow strict laws related to how we spend hardworking members union dues. We are audited yearly and average 98% of member's dues money being returned to them in the form of superior union representation.

Two levels of accountability make sure that member's dues money is spent carefully and wisely. Not-For-Profit laws prohibit spending that does not directly benefit the members. And on top of that, written into the NEMSA Constitution and Bylaws is an extra requirement for an annual audit of all finances reported directly to the NEMSA Board of Directors.

Dues are necessary for the functioning of any union. However because of NEMSA structure, NEMSA can keep dues low, averaging about \$30 per month. That is significantly less than a gym membership or cellular telephone plan.

NEMSA Will Hit The Ground Running!

After Ambuserve EMS Professionals Vote NEMSA, NEMSA will hit the ground running!

NEMSA Attorneys will immediately begin preparing for contract negotiations by requesting bargaining dates with Ambuserve and filing appropriate notices with the federal government.

Shop Steward Nominations and contract surveys will be mailed to each Ambuserve employee.

NEMSA will also meet with Ambuserve management as often as necessary to provide superior representation of Ambuserve EMS Professionals

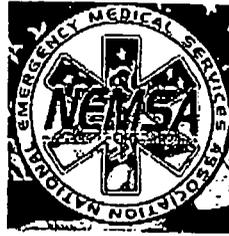
EXHIBIT 12



Karissa Moreland is a NEMSA Shop Steward in San Leandro California.

Become Part of... Us... You and I... We...

YOUR Vote Is Needed – YOU Get To Choose

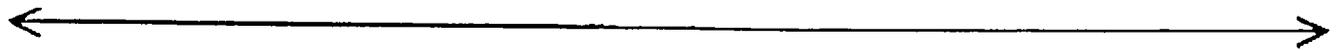


What Has Happened At Ambuserve Ambulance Since Employees Asked NEMSA To Be Their Union?

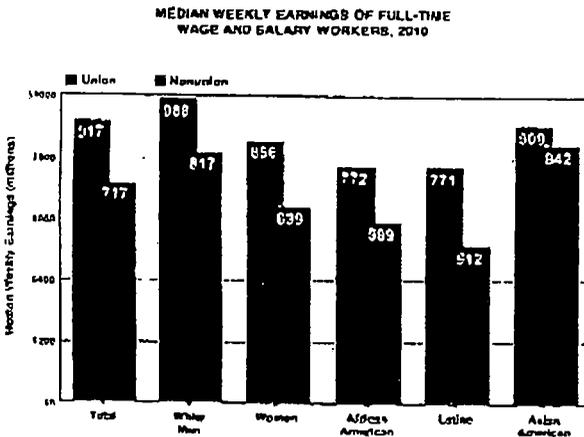
- CEO Tom Richards Fired
- 24 Hour Shifts Returned To Schedule
- Jason Johnson Brought Back To Work After Being Terminated
- Crews Are Now Beginning To Get Meal Periods (C-7)
- Direct Deposit Of Paychecks Is Beginning

EXHIBIT 13

And That Is BEFORE NEMSA Has Been Officially Named Your Labor Union. What Else Can NEMSA Do For You? Vote Yes To See!



Vote Union = Better Pay, Better Benefits



BLS, "Union Members in 2010", January 2011 table 2

Statistics prove it. The path to better pay and benefits is to join a union. The U.S. Department of Labor, Bureau of Labor Statistics has released its latest data showing the clear advantage to joining a union.

The Union Advantage:

- Union Members earn an average of 28% more than non-union employees in the U.S.A.
- Union Members are 4 Times more likely to have affordable health benefits compared to non-union employees in the U.S.A.

Union Dues Are Low! Far Less Than The Average Cell Phone Plan or Gym Membership

The Truth About Union Dues

NEMSA Dues Are Low And Go Directly To Representing YOU!

Union dues and fees are a topic employers like to focus on because they appear scary. NEMSA prefers to address the issue directly. You deserve the truth, not the spin.

Dues are necessary to effectively run NEMSA. Every staff member and labor attorney is paid for with dues paid by hardworking members of NEMSA. Every benefit gained in contracts, every hourly wage won in negotiations, every problem solved in your workplace by NEMSA is because of the dues paid by members.

NEMSA is a not-for-profit labor union. Per annual auditing, 98% of dues money is spent directly on representing members. Dues average \$36 per month (usually by payroll deduction) and NO INITIATION FEES are charged to any current employee. Only AFTER a contract is voted in by your workforce, do newly hired employees get charged a \$100 initiation fee, payable in eight \$12.50 installments.

NEMSA
YES ✓

National EMS Association

4701 Sisk Rd, Suite 104
Modesto, CA 95356

EXHIBIT 14

RECEIVED

2012 AUG 24 PM 12:02

HLR3
ORDER SECTION

00020

00200

FedEx NEW Package Express
US Airbill

FedEx Tracking Number 8010 3995 3029

SLA2

Form ID No. 0215

Recipient's Copy

RECIPIENT: PEEL HERE

1 From This portion can be removed for Recipient's records.
Date 8-23-12
FedEx Tracking Number 801039953029

Sender's Name _____ Phone 800 326-3046

Company H SANFORD RUDNICK AND ASSOC

Address 1200 MT DIABLO BLVD STE 105
Dept./Floor/Suite/Room _____

City WALNUT CREEK State CA ZIP 94596-4823

2 Your Internal Billing Reference

3 To Recipient's Name EXECUTIVE SECRET 202 273-1940
Company OFFICE OF EXECUTIVE SECRETARY
Address NLRB 1160

Address 1099 14th ST NW RM 1160
Use this line for the HOLD location address or for continuation of your shipping address.

City WASHINGTON State DC ZIP 20570

HOLD Weekend
FedEx location address
REQUIRED NOT available for
FedEx Overnight.
HOLD Saturday
FedEx location address
REQUIRED Available ONLY for
FedEx Priority Overnight and
FedEx 2Day to select locations.

0454392924

4 Express Package Service * To most locations
NOTE: Service order has changed. Please select carefully.
Packages up to 150 lbs.
For packages over 150 lbs. see the www.FedEx.com Freight US Airbill.

Next Business Day
 FedEx First Overnight
Collects key business morning delivery to select locations. Friday shipments will be delivered on Monday unless SAT/AM Delivery is selected.
 FedEx Priority Overnight
Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Standard Overnight
Next business afternoon. Saturday Delivery NOT available.

2 or 3 Business Days
 NEW FedEx 2Day AM
Second business morning. Saturday Delivery NOT available.
 FedEx 2Day
Second business afternoon. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
 FedEx Express Saver
Third business day. Saturday Delivery NOT available.

5 Packaging * Declared value limit \$500.
 FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options
 SATURDAY Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day AM, or FedEx Express Saver.
 No Signature Required
Package may be left without obtaining a signature for delivery.
 Direct Signature
Someone at recipient's address may sign for delivery. Fee applies.
 Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential addresses only. Fee applies.

Does this shipment contain dangerous goods?
One box must be checked.
 No Yes
If one attached Shipper's Declaration is required. Shipper's Declaration not required.
 Dry Ice
Dry Ice, 5 UN 1845
 Cargo Aircraft Only
* Dangerous goods (including dry ice) cannot be shipped in FedEx packages or parcels in a FedEx Express Ship Stop.

7 Payment: Bill to:
 Sender
Account No. & Screen will be billed.
 Recipient
 Third Party
 Credit Card
 Cash/Check
Enter FedEx Acct. No. or Credit Card No. below. Obtain from Acct. No.

Total Packages _____ Total Weight _____
Dept. Card Auth. _____

Your liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

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DC-US
DCA



Emp# 723818 23AUG12 CCRA 515C1/A278/AAA4

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2012 AUG 24 PM 12:21
NLRB
ORDER SECTION