

# FORM LM-20

## AGREEMENT AND ACTIVITIES REPORT

Form approved  
Office of Management  
and Budget  
No. 1245-0003  
Expires 10-31-2013



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

706041

1. File Number: C- 00322

### Person Filing

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

Name Peter A List  
Title Founder & CEO  
Organization Kulture Consulting, LLC  
P.O. Box, Bldg., Room No., if any P.O. Box 2877  
Street  
City Pawleys Island  
State South Carolina ZIP Code + 4 29585

3. Any other address where records necessary to verify this report are kept:

Name  
Title  
Organization  
P.O. Box, Bldg., Room No., if any  
Street  
City  
State ZIP Code + 4

4. Date fiscal year ends:

Dec / 19

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☐ Corporation d. ☒ Other (Specify): LLC

### Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name  
Organization Public Health Management Corporation  
Trade Name, if any  
P.O. Box, Bldg., Room No., if any Centre Square East  
Street 1500 Market Street  
City Philadelphia  
State Pennsylvania ZIP Code + 4 19102

7. Date entered into:

5 / 17 / 2019

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

Name Jill Schulson  
Name  
Name  
Name  
Name

### Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

President  
(If other title, see  
instructions)

Title Other (Specify)

Founder & CEO

14. Signed

Treasurer  
(If other title, see  
instructions)

Title Other (Specify)

Manager of Administration

On 6/19/2019

Date

843-314-0383

Telephone Number

On 6/19/2019

Date

843-314-0383

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

Written agreement made through Kulture Consulting, LLC \$3,500 per day, per consultant, plus actual and reasonable expenses.

See Attached

#### Specific Activities to be Performed

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

a. Nature of activity:

Traveled to employer; met with management personnel; provided information to management and employees relative to the National Labor Relations Act, employees' Section Seven Rights, as well as information regarding the NLRB election process and collective bargaining; answered questions.

11.b. Period during which performed:

Various days beginning 5/17/2019

11.c. Extent performed:

Ongoing

11.d. Name and address through whom performed:

Name Luisa Perez

Organization

P.O. Box, Bldg., Room No., if any Ste. 155, #132

Street 1751 Pine Island Rd.

City Cape Coral

State Florida ZIP Code + 4 33909

Additional Name and address through whom performed, if any:

Name Oscar Wilmington

Organization

P.O. Box, Bldg., Room No., if any Box 115

Street 2017 Lomita Blvd

City Lomita

State California ZIP Code + 4 90717

12.a. Identify subject groups of employees:

Professional and non-professional employees employed by the employer in the employer's Health Network Division.

12.b. Identify subject labor organizations:

Service Employees International Union Local 668

**Specific Activities to be Performed (Continuation Page)**

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## a. Nature of activity:

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11.b. Period during which performed:

Various days beginning 5/17/2019

11.c. Extent performed:

Ongoing

11.d. Name and address through whom performed:

Name Peter List

Organization Kulture Consulting, LLC

P.O. Box, Bldg., Room No., if any P.O. Box 2877

Street

City Pawleys Island

State South Carolina ZIP Code + 4 29585

Additional Name and address through whom performed, if any:

Name

Organization

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

Street

City

State ZIP Code + 4

Additional Name and address through whom performed, if any:

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Service Employees International Union Local 668

**Kulture Consulting, LLC**  
PO BOX 2877, PAWLEYS ISLAND, SC 29585  
PH: 1-888-668-6466

**Consulting Services Agreement by & between**

**Kulture Consulting, LLC**

**&**

**Public Health Management Corporation**

This agreement is made on May 17, 2019 between Kulture Consulting, LLC and Public Health Management Corporation and sets forth the terms and conditions for engagement of the services of Kulture Consulting, LLC.

**Background & The Current Climate**

For many years, dependent on the political party in the White House, the National Labor Relations Board has swung back and forth with the political winds.

While there has been some respite from the pro-union rulings and rule-making of the last eight years (when union attorneys controlled the NLRB), over all, balanced rulings on changes at the NLRB have generally been slow in coming.

In light of this, it is incumbent on both parties to this agreement to understand that the legal interpretation of the National Labor Relations Act can change with any ruling that is heard before the NLRB.

As a result of this, what may be construed as lawful speech today, may be deemed to be unlawful speech tomorrow, and vice versa.

While Kulture Consulting and its individual consultants will continually strive to ensure that all services including, but not limited to written materials, speeches, the coaching of managers and supervisors, conversations, discussions, as well as informational meetings for employees will be conducted with the utmost respect and adherence to the law, as applied at the time of engagement of services, the following must be understood and agreed to prior to the performance of services by Kulture Consulting or any of its individual consultants:

# **Kulture Consulting, LLC**

**PO BOX 2877, PAWLEYS ISLAND, SC 29585**

**PH: 1-888-668-6466**

1. It should be recognized and acknowledged that, given the aggressiveness of today's union leaders on a national and local level, Unfair Labor Practices (ULPs) and election objections are to be expected in labor campaigns.
2. As part of Kulture Consulting's *Client Commitment*, efforts will continually be made, in concert with labor counsel, to avert sustained ULP charges and/or election objections.
3. Given the expected increase in pro-union case rulings, it should be expected that Unfair Labor Practices and/or election objections, may be filed and potentially sustained, even on the basis of well-established and/or legally-sanctioned written material, and/or presentations made by persons *internal (e.g., supervision/ management) or external (e.g., consultants)*
4. Although efforts will continually be made and precautions taken to avert the filing of ULP charges and/or objections, it should be understood that individuals within and/or external to Public Health Management Corporation have no control to what a union alleges or takes action on through the National Labor Relations Board.
5. Therefore, Kulture Consulting, LLC and any or all of its shareholders, employees, contractors, and/or individual consultants cannot and shall not be held liable, nor accountable, for that which occurs with regard to potential union-filed ULPs and/or election objections.
  - a. It is understood that this agreement shall indemnify Kulture Consulting, LLC and any or all of its shareholders, employees, contractors, and individual consultants from any and all claims arising out of Kulture Consulting, LLC's services to and on behalf of Public Health Management Corporation.
  - b. It is further understood and agreed that the above paragraphs shall apply to the parties as/if the so-called Employee Free Choice Act (or any subsequent variant such as the "Protecting the Right to Organizing Act of 2019") is legislated or otherwise enacted through regulatory fiat to include monetary fines/penalties.

# Kulture Consulting, LLC

PO BOX 2877, PAWLEYS ISLAND, SC 29585

PH: 1-888-668-6466

(continued)

## Invoice & Payment Policy

- Invoices will be provided to Public Health Management Corporation on an ongoing basis, with the retainer being held against the final invoice. All invoices shall be paid by Public Health Management Corporation within 30 days of receipt.
  - 1) Payment for our services is due as our invoices are rendered. Our invoices become delinquent if not paid within 30 days of the invoice date. If our invoices are not paid within 30 days, we reserve the right to assess late charges at the rate of 2½ percent per month for all balances not paid in full. Further, we reserve the right to discontinue services until your account is brought current, or we may withdraw from this engagement. If you have any questions related to this, please bring them to our attention immediately.
- This agreement may be terminated, at any time, by either party involved, with payment for work hours expended since the last billing through dates/times of termination, plus actual and reasonable expenses incurred, to be paid in full.

Upon engagement of our services, please acknowledge receipt and approval of the above stipulations regarding representation/consulting services, invoicing, and payment.

On behalf of Kulture Consulting, LLC  
Corporation



On behalf of Public Health Management

By: 

Name: Marino Puliti

Date: May 17, 2019

Date: 5/17/19