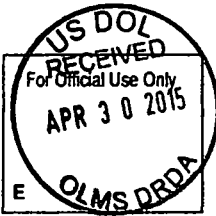


# FORM LM-20

## 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)

591808

AMENDED

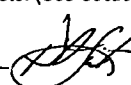

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00322

Person Filing	
2. Name and mailing address (include ZIP Code):	
Name Peter A List	3. Any other address where records necessary to verify this report are kept:
Title Founder & CEO	Name
Organization Kulture Consulting, LLC	Title
P.O. Box, Bldg., Room No., if any	Organization
Street P.O. Box 2877	P.O. Box, Bldg., Room No., if any
City Pawleys Island	Street
State South Carolina ZIP Code + 4 29585	City
	State ZIP Code + 4
4. Date fiscal year ends:	
Dec / 15	5. Type of person:
	a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input type="checkbox"/> Corporation d. <input checked="" type="checkbox"/> Other (Specify): LLC

Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code):	
Name	7. Date entered into: 4 / 6 / 2015
Organization Carrier Clinic	8. Name of person(s) through whom made:
Trade Name, if any	Name Donna Mozet
P.O. Box, Bldg., Room No., if any	Name
Street 252 County Route 601	Name
City Belle Mead	Name
State New Jersey ZIP Code + 4 08502	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)	14. Signed 	Treasurer (If other title, see instructions)
Title Other (Specify)		Title Other (Specify)	
Founder & CEO		Manager of Administration	
On 4/20/2015	843-314-0383	On 4/20/2015	843-314-0383
Date	Telephone Number	Date	Telephone Number

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

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

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

Company was employed on a per hour basis with no formal written agreement relative to duration or amount of hours to be performed. Fee schedule based on a per hour rate.

#### Specific Activities to be Performed

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

a. Nature of activity:

Presented informational meetings to company employees relative to the process of unionization, the role of the NLRB, and collective bargaining.

11.b. Period during which performed:

4/15

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name John Henderson

Organization Kulture Consulting, LLC

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

Street P.O. Box 2877

City Pawleys Island

State South Carolina ZIP Code + 4 29585

Additional Name and address through whom performed, if any:

Name Joanne Gitto Davis

Organization Kulture Consulting, LLC

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

Street P.O. Box 2877

City Pawleys Island

State South Carolina ZIP Code + 4 29585

12.a. Identify subject groups of employees:

Mental Health Technician, Mental Health Counselor, Unit Secretary, full time, part time, and per diem.

12.b. Identify subject labor organizations:

AFSCME, NUHHCE, District 1199J

# Kulture Consulting, LLC

PO BOX 2877, PAWLEYS ISLAND, SC 29585

PH: 1-888-668-6466



## Consulting Services Agreement by & between

Kulture Consulting, LLC

&

Carrier Clinic

This agreement is made on March 26, 2015 between Kulture Consulting, LLC and Carrier Clinic and sets forth the terms and conditions for engagement of the services of Kulture Consulting, LLC.

### Background & The Current Climate

On January 20, 2009, when President Obama took office, one of the first appointments he announced was the naming of National Labor Relations Board (NLRB) member and former Teamsters attorney Wilma Liebman as chairperson of the NLRB. Since that time, the National Labor Relations Board has become dominated by union attorneys who are using the NLRB as a means of advocating—through rulings and policy-making—for their friends in Big Labor.

This represents a significant and profound shift in the historical and philosophical direction of the NLRB, its policies and its rulings. Given this, unions and their officers, organizers and business agents, knowing that the landscape in Washington is highly favorable to them, are widely utilizing the NLRB's processes to win rulings against employers and their agents that heretofore would have been unattainable.

In light of the political developments that have taken place in Washington, DC, it is incumbent on both parties to this agreement to understand that the legal interpretation of the National Labor Relations Act can—and likely will—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.

# Kulture Consulting, LLC

PO BOX 2877, PAWLEYS ISLAND, SC 29585

PH: 1-888-668-6466

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:

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 Carrier Clinic 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.

(Continued)

# Kulture Consulting, LLC

PO BOX 2877, PAWLEYS ISLAND, SC 29585

PH: 1-888-668-6466

- 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

Carrier Clinic

- 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 variant) is legislated or otherwise enacted through regulatory fiat to include monetary fines/penalties.

## Invoice & Payment Policy

- As per prior discussion, Kulture Consulting services are based on a per hour, per consultant basis, which includes travel plus actual and reasonable expenses.

- In addition to a retainer of \$ \_\_\_\_\_, invoices will be provided to Carrier Clinic on an ongoing basis, with the retainer being held against the final invoice. All invoices shall be paid by Carrier Clinic upon receipt.

*15 days from receipt of invoices JKA 4/15/15*

- 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.

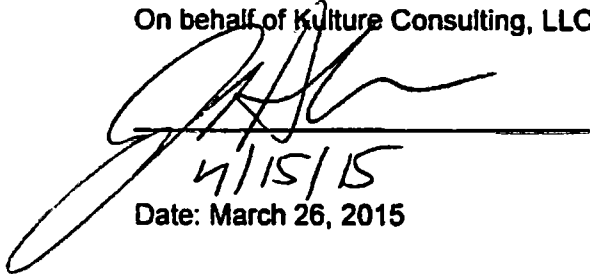
# Kulture Consulting, LLC

PO BOX 2877, PAWLEYS ISLAND, SC 29585

PII: 1-888-668-6466


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



4/15/15  
Date: March 26, 2015

On behalf of CARRIER CLINIC



Date: 4/21/15