

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 11-30-2006

For Official Use Only

REC'D

AUG-3-2009

E

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.

400683

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

Street 759 Bloomfield Avenue, No. 301

City West Caldwell

State New Jersey

ZIP Code + 4 07006

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 / 9

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 Plasan North America

Trade Name, if any

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

Street 222 Bowen Road

City Bennington

State Vermont

ZIP Code + 4 05201

7. Date entered into:

7 / 7 / 2009

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

Name Bruce Evey

Name

Name

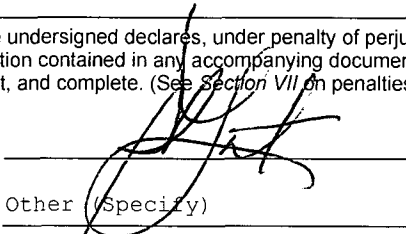
Name

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

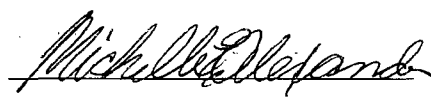


President
(If other title, see
instructions)

Title Other (Specify)

Founder & CEO

14. Signed



Treasurer
(If other title, see
instructions)

Title Other (Specify)

Secretary & Treasurer

On 7-27-2009 973-403-9901

Date

Telephone Number

On 7-27-2009 973-403-9901

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:

6/09 - 7/09

11.c. Extent performed:

7/09

11.d. Name and address through whom performed:

Name John Henderson

Organization Kulture Consulting, LLC

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

Street 759 Bloomfield Avenue, No. 301

City West Caldwell

State New Jersey ZIP Code + 4 07006

Additional Name and address through whom performed, if any:

Name Ronn English

Organization Kulture Consulting, LLC

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

Street 759 Bloomfield Avenue, No. 301

City West Caldwell

State New Jersey ZIP Code + 4 07006

12.a. Identify subject groups of employees:

All full-time and regular part-time employees of the Employer in Bennington, Vermont, and at the warehouse in Hoosic Falls, New York, including production and maintenance, quality assurance, warehouse and shipping and receiving employees, and truck drivers.

12.b. Identify subject labor organizations:

United Electrical, Radio, and Machine Workers of America

Kulture Consulting, LLC

759 Bloomfield Avenue #301 West Caldwell, NJ 07006
(973) 403-9901 – Fax (973) 403-0817

PRIVATE

July 8, 2009

Bruce Evey
General Manager
Plasan North America
222 Bowen Road
Bennington, VT 05201

Re: Retainer Agreement for Consulting Services on behalf of Plasan North America.

Dear Mr. Evey:

This *Letter of Understanding* will confirm to you our commitment in providing Plasan North America consulting services during the current unionizing attempt affecting the employees at the Bennington, Vermont facility and to set forth the Terms and Conditions for said consulting services on behalf of Plasan North America. Further, this *Letter of Understanding* shall be valid and in force for the duration of our representation of Plasan North America.

As you know, employers facing labor campaigns today are confronted with ever greater obstacles from unions, as well as the federal government (i.e., the National Labor Relations Board). It should be recognized that given the aggressiveness of today's union leaders on a national and local level, Unfair Labor Practices (ULPs) and election objections are becoming ever more routine in labor campaigns:

- As part of Kulture's *Client Commitment*, efforts will continually be made, in concert with labor counsel, to avert sustained ULP charges and/or election objections. However, given the increased pro-union case rulings, it should be expected that ULPs 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 verbal presentations by persons *internal* (e.g., supervision/management) or *external* (e.g., consultants) to Plasan North America.
- 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 Kulture Consulting, cannot and shall not be held liable, nor accountable, for that which occurs with regard to potential union-filed ULPs and/or election objections.

PRIVATE

Mr. Bruce Evey
July 8, 2009
Page Two

Cost of Services & Invoice Policy

- As per our agreement, the cost of Kultures Consulting services is at a rate of \$350 per hour, per consultant, including travel, as well as actual and reasonable expenses. **All hours worked by any consultant, in excess of four (4) hours on any single day will be billed at eight (8) hours. Hours worked in excess of eight (8) hours, by any consultant, on any single day, will be billed for based on total hours actually expended.**
 - ♦ Plasan North America, agrees that it shall not divulge or disclose, under any circumstances, Kulture's, hourly billing rates, nor the costs of the services rendered either before, during or after performance of said services.
 - ♦ Kulture has attached a tentative budget, projecting approximate cost. Said document is only to be relied upon as a guideline. The total cost in connection with the instant case could be more or less, depending on the circumstances of this matter. No labor campaign is the same.

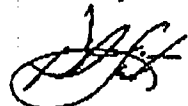
Upon execution and return of this Agreement, Plasan North America shall provide a good faith, pre-paid, retainer fee of \$10,000 to initiate services. The retainer fee shall be held and applied to the final invoice.

- Invoices will be provided to Plasan North America's designee, on a weekly basis. All invoices shall be paid in full upon receipt.
- 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.
- In the event services do not exceed the total balance of the retainer, the balance will be returned to Plasan North America, within ten (10) days of the completion of Kultures Consulting services.

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

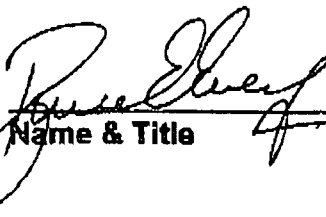
We appreciate the opportunity to assist you in this extremely important challenge.

Sincerely,



Peter A. List
Founder & CEO

Accepted by:

 - General Manager
Name & Title

7/8/09
Date