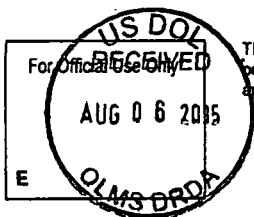


**FORM LM-20**  
**AGREEMENT AND ACTIVITIES REPORT**  
**AMENDED**

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)

596250

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

Title Founder & CEO

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

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 / 15

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 Laboratory Corporation of America

Trade Name, if any

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

Street 531 S. Spring Street

City Burlington

State North Carolina

ZIP Code + 4 27215

7. Date entered into:

4 / 20 / 2015

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

Name Drew Chakeres

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 8/3/2015

Date

843-314-0383

Telephone Number

On 8/3/2015

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.):

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 - Ongoing

11.c. Extent performed:

Ongoing

11.d. Name and address through whom performed:

Name James Hulsizer

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 Ronn English

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:

Employees at various locations.

12.b. Identify subject labor organizations:

United Food and Commerical Workers International Union, Locals 1167 and 1428

## Specific Activities to be Performed (Continuation Page)

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 - Ongoing

## 11.c. Extent performed:

Ongoing

## 11.d. Name and address through whom performed:

Name Quentin Nelson

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 John Bellis

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 Carlos Ortiz

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 Adrianna Ortiz

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:

Employees at various locations.

## 12.b. Identify subject labor organizations:

United Food and Commerical Workers International Union, Locals 1167 and 1428

## Specific Activities to be Performed (Continuation Page)

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 - Ongoing

11.c. Extent performed:

Ongoing

11.d. Name and address through whom performed:

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:

Name

Juan

Negroni

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 Amed

Santana

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 Johan

Pena

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:

Employees at various locations.

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United Food and Commerical Workers International Union, Locals 1167 and 1428

# 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 LabCorp.
- 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.
- 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

On behalf of LabCorp

Gerda D. Vander Vaat

Date: April 16, 2015

Date:



# **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 LabCorp 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

## **Consulting Services Agreement by & between**

**Kulture Consulting, LLC**

**&**

**Laboratory Corporation of America Holdings ("LabCorp")**

This agreement is made on April 16, 2015 between Kulture Consulting, LLC and LabCorp 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

P.O. Box 2877 ♦ Pawleys Island, South Carolina 29585  
(843) 314-0383 (O) ♦ (843) 314-0385 (F)

August 5, 2015

Ms. Kay F. Bethea  
U.S. Department of Labor  
Employment Standards Administration  
Office of Labor-Management Standards  
200 Constitution Avenue, NW, Room N-5616  
Washington, DC 20210


**RE: LABORATORY CORPORATION OF AMERICA (LABCORP)**

Dear Ms. Bethea:

I have enclosed an amended LM-20 Report for Laboratory Corporation of America to reflect the addition of consultants for this client. The following Consultants are being added to the Report as they are engaging in persuader activity at various locations; Juan Negroni, Adrianna Ortiz, Amed Santana, and Johan Pena.

Please update your records accordingly and feel free to contact me with any questions.

Sincerely,

  
Michelle Alexander  
Manager of Administration

/mea

Enclosure

