

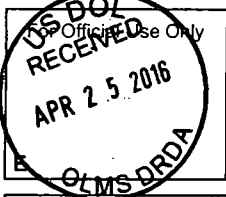
# FORM LM-10 EMPLOYER REPORT

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.

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT

Part A

619018



<p>1. File Number E- <input type="text" value="5407"/></p>	<p>2. Fiscal Year Covered</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Month/Day/Year (mm/dd/yyyy)</td> <td style="text-align: center;">Through:</td> <td style="text-align: center;">Month/Day/Year (mm/dd/yyyy)</td> </tr> <tr> <td style="text-align: center;">01 / 31 / 2015</td> <td></td> <td style="text-align: center;">01 / 29 / 2016</td> </tr> </table>	Month/Day/Year (mm/dd/yyyy)	Through:	Month/Day/Year (mm/dd/yyyy)	01 / 31 / 2015		01 / 29 / 2016
Month/Day/Year (mm/dd/yyyy)	Through:	Month/Day/Year (mm/dd/yyyy)					
01 / 31 / 2015		01 / 29 / 2016					
<p>3. Name and address of Reporting Employer (inc. trade name, if any).</p> <p>Employer: <input type="text" value="Lowe's Home Centers, LLC"/></p> <p>Trade Name: <input type="text"/></p> <p>Attention To: <input type="text" value="Charles S Crase"/></p> <p>Title: <input type="text" value="Senior Counsel"/></p> <p>Mailing Address</p> <p>P.O. Box, Bldg., Room No., if any: <input type="text"/></p> <p>Street: <input type="text" value="1000 Lowe's Blvd"/></p> <p>City: <input type="text" value=" Mooresville"/></p> <p>State: <input type="text" value="North Carolina"/> ZIP Code + 4: <input type="text" value="28117"/></p>	<p>4. Name and address of President or corresponding principal officer, if different from address in Item 3.</p> <p>Name: <input type="text"/></p> <p>P.O. Box, Building and Room Number, If any: <input type="text"/></p> <p>Street: <input type="text"/></p> <p>City: <input type="text"/></p> <p>State: <input type="text"/> ZIP Code + 4: <input type="text"/></p>						
<p>5. Any other address where records necessary to verify this report will be available for examination.</p> <p>Name: <input type="text"/></p> <p>Title: <input type="text"/></p> <p>Organization: <input type="text"/></p> <p>P.O. Box, Building and Room Number, If any: <input type="text"/></p> <p>Street: <input type="text"/></p> <p>City: <input type="text"/></p> <p>State: <input type="text"/> ZIP Code + 4: <input type="text"/></p>	<p>6. Indicate by checking the appropriate box or boxes where records necessary to verify this report will be available for examination.</p> <p><input checked="" type="checkbox"/> Address in Item 3</p> <p><input type="checkbox"/> Address in Item 4</p> <p><input type="checkbox"/> Address in Item 5</p>						
<p>7. Type of organization.</p> <p><input type="checkbox"/> Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Individual    <input checked="" type="checkbox"/> Other (specify) <input type="text" value="LLC"/></p>							

### Signatures

Each of the undersigned, duly authorized officers of the above employer 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 VIII on penalties in the instructions.)

<p>13. Signed  President (if other title, see instructions)</p> <p>Title: <input type="text" value="President"/></p> <p>On <input type="text" value="4/11/16"/> Date    <input type="text"/> Telephone Number</p>	<p>14. Signed  Treasurer (if other title, see instructions)</p> <p>Title: <input type="text" value="Treasurer"/></p> <p>On <input type="text" value="4/18/16"/> Date    <input type="text"/> Telephone Number</p>
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Name of Reporting Employer: Lowe's Home Centers, LLC

File Number E-

5407

## 8. Type of Reportable Activity Engaged In By Employer

Read the following questions and the accompanying instructions carefully, taking into consideration the exclusions listed in the instructions for these items, and check either "Yes" or "No" for each item. For each item that is answered "Yes", you must attach a Part B which appears on Page 3. Complete a separate Part B for each "Yes" answer to any of Items 8.a. through 8.f. Also, if the answer is "Yes" for more than one person or organization, complete a separate Part B for each person or organization. If you answer "Yes", enter the number of Part Bs that are submitted for that item in the line indicated.

## DURING THE FISCAL YEAR COVERED BY THIS REPORT:

	YES	NO	If "Yes", number of Part Bs attached
8.a. Did you make or promise or agree to make, directly or indirectly, any payment or loan of money or other thing of value (including reimbursed expenses) to any labor organization or to any officer, agent, shop steward, or other representative or employee of any labor organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0
8.b. Did you make, directly or indirectly, any payment (including reimbursed expenses) to any of your employees, or to any group or committee of your employees, for the purpose of causing them to persuade other employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing without previously or at the same time disclosing such payment to all such other employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0
8.c. Did you make any expenditure where an object thereof, directly or indirectly, was to interfere with, restrain, or coerce employees in the right to organize and bargain collectively through representatives of their own choosing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0
8.d. Did you make any expenditure where an object thereof, directly or indirectly, was to obtain information concerning the activities of employees or of a labor organization in connection with a labor dispute in which you were involved?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0
8.e. Did you make any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person undertook activities where an object thereof, directly or indirectly, was to persuade employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing; or did you make any payment (including reimbursed expenses) pursuant to such an agreement or arrangement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1
8.f. Did you make any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person undertook activities where an object thereof, directly or indirectly, was to furnish you with information concerning activities of employees or of a labor organization in connection with a labor dispute in which you were involved; or did you make any payment pursuant to such agreement or arrangement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0

TOTAL NUMBER OF PART Bs FOR THIS REPORT IS 1

Part B

Name of Reporting Employer: Lowe's Home Centers, LLC	File Number E- 5407
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Check Item Number (from Page 2) to which this Part B applies	ITEM 8.a <input type="checkbox"/>	ITEM 8.b <input type="checkbox"/>	ITEM 8.c <input type="checkbox"/>	ITEM 8.d <input type="checkbox"/>	ITEM 8.e <input checked="" type="checkbox"/>	ITEM 8.f <input type="checkbox"/>
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9.a. <input type="checkbox"/> Agreement <input type="checkbox"/> Payment <input checked="" type="checkbox"/> Both	9.c. Position In labor organization or with employer (if an independent labor consultant, so state). Chairman of Board/CEO
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9.b. Name and address of person with whom or through whom a separate agreement was made or to whom payments were made.  Name David Burke  P.O. Box, Building and Room Number, if any Street 27407 Pacific Coast Highway City Malibu State California ZIP Code + 4 90265	9.d. Name and address of firm or labor organization with whom employed or affiliated.  Organization Labor Information Services, Inc.  P.O. Box, Building and Room Number, if any Street P.O. Box 6063 City Malibu State California ZIP Code + 4 90264
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10.a. Date of the promise, agreement, or arrangement pursuant to which payments or expenditures were agreed to or made.  October 20, 2015	10.b. The promise, agreement, or arrangement was:  <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written* <input type="checkbox"/> Both (*Written agreements entered into during the fiscal year must be attached.)
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11.a. Date of each payment or expenditure ( mm/dd/yyyy ).	11.b. Amount of each payment or expenditure	11.c. Kind of each payment or expenditure (Specify whether payment or loan, and whether in cash or property)
01/28/2016	33,165	Payment by check through legal representative
01/28/2016	72,482	Payment by check through legal representative

12. Explain fully the circumstances of all payments, including the terms of any oral agreement or understanding pursuant to which they were made.

All payments were made through Lowe's legal representative, Hunton & Williams LLP, pursuant to a letter of engagement entered on or about October 20, 2015 between Hunton & Williams, LLP (on the Employer's behalf) and The Burke Group. Employer subsequently reimbursed Hunton & Williams, LLP for those payments referenced in Paragraph 11 above.



The Burke Group

27407 Pacific Coast Highway  
Malibu, CA 90265  
800-77-BURKE (772-8753)  
310-589-5229 fax  
www.tbglabor.com

## Letter of Engagement

October 18, 2015

Robert Quackenboss  
Hunton & Williams LLP  
200 Park Avenue  
New York, NY 10166

Dear Mr. Quackenboss:

This letter confirms the engagement of **THE BURKE GROUP, INC. (TBG)** to represent the interests of Lowe's relative to labor matters. All third party persuader activity will be conducted, if necessary, by **LABOR INFORMATION SERVICES, INC.** Research and video requirements will be contracted through **PTI LABOR RESEARCH.** Invoices for these services, if required, will be billed through these companies.

TBG appreciates the opportunity to provide such representation and has accepted this assignment based on the following criteria:

TBG requests an initial retainer of \$5,000. The amount will be held and credited against the LAST TBG billing relative to its representation. The following TBG billing schedule will apply:

TBG	CEO/ Senior Partner	\$300.00 per hour
TBG	Principal/Case Manager	\$275.00 per hour
TBG	Project Manager	\$250.00 per hour
TBG	Consultant/Associate	\$225.00 per hour

Expenses are billed at cost and include but are not limited to:

1. Transportation portal-to-portal including: airfare plus upgrade when lowest possible coach fare purchased, auto rental, local transport (taxi, shuttles, etc.,) and mileage @ current IRS rate.
2. Lodging, plus \$6/day phone expense per consultant, if lodging overnight.
3. Meal per diem @ \$46/day for 4 or more hours worked, (\$23/day for less than 4 hours worked and/or consultant commuted).
4. Miscellaneous expenses specific to case, i.e., research, NLRA guides, postage, Federal Express, clerical, etc.
5. TBG administrative expense equal to 1% of labor billed on each invoice.

TBG will forward its invoices monthly. All invoices are due and payable upon receipt.

A finance charge of 1.5% per month will be assessed on all balances not received within 60 days of the date of the invoice.

Any estimate of anticipated fees that we provide at the request of Lowe's whether for budgeting purposes or otherwise, are only an approximation of potential fees due. Under no circumstances are such estimated costs to be viewed as a maximum or minimum fee quotation.



The Burke Group  
The Burke Group  
Letter of Engagement  
Page 2

### Estimated Projected Cost

#### Scope of Work:

##### RC Campaign

One Project Manager – Chuck Ahern @\$250/per hour

One Consultant – Sherri Henry @\$225/per hour

All hours worked will be billed at the above hourly rate

Location of assignment: New York

If after starting the assignment The Burke Group and client determine that the scope of work needs to be expanded, all hours worked over the original Letter of Engagement will be billed at the hourly rates stated in the Letter of Engagement until a revised Letter of Engagement is provided for the client's approval and signature.

We are aware that some corporations/companies require a "Purchase Order" to be established before any payments for invoices can be processed. If your company has this requirement, please have your purchasing department contact our corporate office to obtain any required information or documentation needed to complete your Purchase Order process. If your company does not contact us for this information we will assume that your company does not require a Purchase Order and prompt payments will be made on all invoices presented to your company for our services.

You shall, at all times have the right to terminate TBG's services upon written notice to that effect. TBG shall, at all times, have the right to terminate our engagement if management fails to cooperate with us in any way which we may reasonably request, fails to timely pay statements for fees and costs, or in the event that we determine, totally within our discretion, that it would be unethical or impractical to continue our representation.

Both parties agree that this agreement shall be deemed fully enforceable and governed by the applicable laws of the State of California. ~~Further, in the event of any material dispute arising out of this Agreement, specifically Lowe's agrees that it will be liable for any and all legal fees incurred by TBG.~~ *Pro*

If the foregoing terms and conditions are acceptable to you, please sign, date, and return via email this agreement to our corporate office. We appreciate the opportunity to work with you on all labor matters as they may occur and appreciate our association with you.

Very truly yours,

David J. Burke,  
Chairman of the Board/CEO



### ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box ("■") at the end of the line marked "Electronic Signature (**Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation**)". This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by Lowe's:

Name: Robert T. Quackenbush

Title: Attorney

Date: October 20, 2015

Electronic Signature   
(**Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation**):

Approved and authorized by The Burke Group:

Name: David Burke

Title: Chairman of the Board/CEO

Date: October 18, 2015

Electronic Signature  
(**Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation**):

\*This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."