



## Proposal

April 23, 2019

Kevin Sublette  
President  
IMS Productions Inc.  
4555 W 16th Street  
Indianapolis, IN 46222

~~CONFIDENTIAL~~  
~~lsublette@imsproductions.com~~  
**RE: Campaign Consulting, Petition 25-RC-239843**

### Situation Assessment

You have requested a proposal to provide materials and consulting services to help you win your upcoming NLRB election. You have a few short weeks to educate your employees on the disadvantages of unions and convince them to put their trust in a direct relationship with you rather than the union. You want to make sure that your consulting is persuasive, does not interfere with employees' protected rights and provides the best opportunity to build trust with your employees.

### Proposed Intervention(s)

**Campaign Consulting:** For this option we will provide expert campaign consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

### Objectives

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.
- Retain your direct relationship with employees and preserve the operational flexibility needed to remain productive and profitable. The dead weight cost of unionization is estimated at 25% for most organizations.

### Value to Organization

- You avoid a steep and slippery learning curve and are free to do the most important trust-building work.
- You can talk to employees without engaging in mudslinging. You are free to spend your time on a positive message about the company.
- Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- You receive a proven program, with over 10,000 successful client engagements.

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**Terms and Conditions**

The fee for consulting is \$375 per consultant per hour (plus travel expenses) for a maximum of \$3000/day. For purposes of this proposal a consulting day means each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day. Additional contract provisions are as follows:

- IMS Productions Inc has a permanent royalty-free license to use materials produced for it by LRI.
- LRI shall comply with all applicable laws and regulations relating to this matter.
- LRI will sign IMS Productions Inc's standard NDA.

**Payment Terms**

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 30 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products.

You further acknowledge that no representation by LRI or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company to criminal penalties. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise.

**Acceptance**

We accept the Proposal above and the intervention selected:

\_\_\_\_\_ Campaign Consulting

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: April 23, 2019

For IMS Productions Inc.

Kevin Sublette, President

Date: