



Statement of Work

August 24, 2021

Justin Guzman

Vice-President of Operations

Sysco Intermountain Wholesale Restaurant Food Supplies

9494 S. Prosperity Road

West Jordan, UT 84081

801-563-6300

justin.guzman@sysco.com

RE: Pre-Petition ACT Training

Situation Assessment

You have requested a Statement of Work (SOW) to provide a subject matter expert to educate and prepare your employees for union organizing activity. You want employees to understand that union cards are legal documents, that they need to protect their personal information and some of the common misunderstandings employees have about unions.

Proposed Intervention(s)

ACT Training: For this option we will provide a senior LRI consultant to communicate your message directly to employees, to answer their questions accurately and assess your vulnerability during small group meetings.

Objectives

- Train employees on the facts about union cards, common tactics used to get employees to sign cards and the facts to consider before signing a union card.
- Provide a credible subject matter expert who immediately increases your capacity to legally and persuasively respond to potential union organizing activity.
- Assess the organizing union's progress and your vulnerability to determine the level of risk to your direct relationship with employees.
- Prevent NLRB petitions.

Value to Organization

- You substantially reduce your company's vulnerability to union organizing and become a "hard target" by making it difficult for an organizer to get cards signed using typical tactics.
- You will better understand your level of risk and make better decisions about responding to union organizing.
- You will better understand your employees' issues and your opportunities to improve employee relations and retain the direct relationship privilege.

Terms and Conditions

The fee for consulting is \$3000 per day per consultant (plus travel expenses). Meals and incidentals will be billed at the per diem rate of \$65 per day for on-site days and \$50 per day for travel days. A fee of \$1000 will be applied for each consultant to cover travel time to a location when a consulting day is not being invoiced. For purposes of this statement of work, the travel fee will not exceed \$1000 per consultant for each trip required.

Page 1 of 2 (Initial _____)

**Attorneys and Privilege**

The parties acknowledge that all of our work in relation to this proposal will be carried out in conjunction with and at the direction of in-house counsel and outside counsel. This includes our engagement, which was carried out at the direction of counsel, and the terms of the engagement, which counsel helped determine. As a result, it is understood that all communications involving LRI (i.e. both from LRI and to LRI) are intended to be confidential, and covered by the attorney-client, and/or attorney work product privileges, including but not limited to the terms of this proposal. LRI agrees to use best efforts in labeling such communications "Privileged & Confidential: Attorney-Client Communication" or "Privileged & Confidential: Attorney Work Product" wherever feasible, but the absence of such designation does not detract from the intent that all communications from/to LRI, and all analyses or work product by LRI, fall under one of these privileges. The parties agree that any privilege covering this proposal is waived for the limited purpose of any dispute between the parties arising and concerning the terms of the engagement, that is to be resolved by arbitration, as described below.

Payment Terms

All fees are due upon delivery and are nonrefundable. Any 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 14 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in 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.

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 Statement of Work (SOW) are good for 90 days from the date on this SOW unless specified otherwise. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.

Acceptance

We accept the Statement of Work above and the intervention selected:

_____ ACT Training

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: August 24, 2021

For Sysco Intermountain Wholesale Restaurant Food Supplies

Justin Guzman, Vice-President of Operations

Date:

Page 2 of 2 (Initial _____)

featured in



Labor Relations Institute, Inc.

7850 S. Elm Place - Suite E
Broken Arrow, OK 74011