



Statement of Work

October 5, 2021
Ted Rebholz
CEO
Temescal Wellness
665 Cochituate Road
Framingham, MA 01701

RE: Campaign Consulting

Situation Assessment

You have requested a Statement of Work (SOW) 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.

Terms and Conditions

The fee for consulting is \$375 per hour per consultant with a minimum of six hours per day on-site (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

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the facility. For purposes of this statement of work, the travel fee will not exceed \$1000 per consultant for each trip required. The fee for off-site consulting is \$375 per hour (this is inclusive of but not limited to pre-planning, conference calls, slide production, material collection, report generation, etc.). This may also be done virtually, in which case there will be no travel expenses.

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. You will receive regular statements outlining the number of days expended on your behalf and those statements are due upon receipt. 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 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. We are required to report our agreement with you (Form LM 20) to the Department of Labor within 30-days of the date of the engagement letter or within 30-days of the date of this statement of work, whichever comes first. The Employer's Form LM-10 is required to be filed within 90 days after the end of your fiscal year. Failure to timely file these reports can subject your company to criminal penalties.

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.

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Acceptance

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

X Campaign Consulting

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: October 5, 2021

For Temescal Wellness

Ted Rebholz, CEO

Date: 10/6/2021

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featured in



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