



THE CROSSROADS GROUP
Labor Relations Consultants

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Personal & Confidential

September 30, 2019

Mr. John B. Dudrey, Of Counsel
Stoel Rives LLP
760 SW Ninth Ave., Suite 3000
Portland, OR 97205

Re: Agreement for Professional Services

Dear Mr. Dudrey:

In accordance with our conversations and mutual agreements, this letter will confirm that Stoel Rives LLP (the "Client") has retained The Crossroads Group Labor Relations Consultants (the "Consultant") regarding general personnel and labor relations activities at the Client's client, Columbia Sportswear Company in Portland, Oregon. This Agreement may be terminated at any time by either Client or Consultant and may be extended by mutual agreement between both parties.

Our fees will be charged on an hourly basis in minimum units of a quarter of an hour at the special discounted rate of \$400.00 per hour. Clients are billed at the hourly rate for all time expended on their behalf, plus reasonable and customary out-of-pocket expenses. There shall be an eight hour per day minimum for services performed by Consultant. However, if Consultant performs services on a travel day, only actual hours worked for that day will be billed in addition to the travel time. Expenses are billed to the Client at cost, on a direct, pass-through basis with no increase by Consultant. Expenses include, but are not limited to airline travel, lodging, meals, car rental, research data required by the Client, and all other out-of-pocket expenses. Consultant shall purchase coach-class airfare when available and shall reserve reasonably priced business-class hotel accommodations and rental cars. It is understood that the Client will reimburse Consultant for non-refundable airline tickets and/or change fees incurred as a result of Client cancellation, postponement, or rescheduling of an assignment. Time needed to travel to and from the Client's location(s) is billed at one-half the time needed to travel portal-to-portal.

We agree to send you statements clearly showing the basis for our fees and charges by detailing the services rendered and costs incurred on a weekly basis. The Client agrees to pay the statement promptly and in full, understanding that if payment is not made in full within thirty (30) days of the statement date, the Client's account shall be considered past due and an interest charge may be added to the outstanding balance in an amount equal to one and one-half percent (1.5%) per month.



Stoel Rives LLP
September 30, 2019
Page 2

Consultant is retained to provide independent and objective professional judgment and recommendations; accordingly, a difference of opinion on a question of professional judgment shall not excuse the Client from fees and costs incurred in the collection of any outstanding accounts receivable.

If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. If Consultant does so participate in any manner, the Client shall pay to Consultant all professional fees and other fees of Consultant in effect as well as the cost and expenses, including attorneys' fees, incurred in anticipation and resulting from such proceedings. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed.

Any controversy or claim arising out of or relating to this Agreement, its validity, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). A single neutral arbitrator shall be appointed in accordance with the AAA Rules to resolve the dispute.

The arbitrator shall be an attorney who is knowledgeable in business and labor laws, and who is experienced in labor relations and union organizing activities involving employers. The arbitration hearing shall be held in Orange County, California. This contract shall be interpreted and governed by the laws of the State of California. The arbitrator shall award to the prevailing party all its costs and fees, including AAA filing and administrative fees and attorneys' fees.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should any party refuse to arbitrate or file a court action regarding a claim, which is subject to arbitration under this Agreement, the other party shall be entitled to recover its costs and reasonable attorneys' fees in enforcing this arbitration agreement in court.

During our representation, we will endeavor to keep you fully advised as to the status and progress of this matter, including our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. However, we must emphasize that our firm has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter or the actual amount of any fees or costs you will incur. Often, the results in a matter and the costs and expenses are controlled by external factors beyond our control, including the factual circumstances, course of the project, logistics, etc.



Stoel Rives LLP
September 30, 2019
Page 3

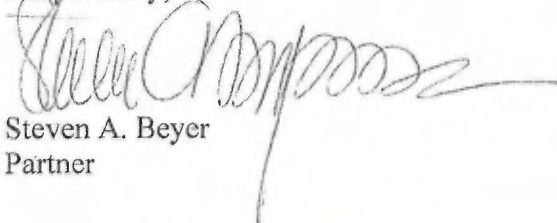
Consultant reasonably estimates that the total cost of its services through October 9, 2019, will not exceed \$50,000. Consultant agrees to notify Client in advance if it reasonably anticipates that the cost will exceed this amount. Should Consultant be engaged for additional phases of work beyond October 9, 2019, Consultant will provide a not-to-exceed estimate for each such phase and will provide advance notice to Client if it reasonably anticipates the cost will exceed such estimated amount(s).

If the terms and conditions of this letter are satisfactory to you, please evidence your consent to such terms and conditions by signing this letter and returning it to me by electronic mail.

This is a final agreement and this agreement supersedes any other oral or written representations by either the Client or Consultant.

We very much appreciate the opportunity to work with you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.

Respectfully,

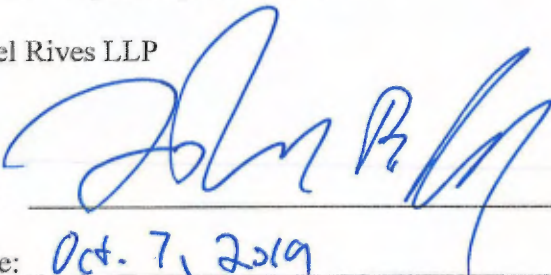


Steven A. Beyer
Partner

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 30th day of September 2019.

Stoel Rives LLP

By:



Title:

Of Counsel

Date:

Oct. 7, 2019