



## Statement of Work

October 14, 2021  
Edward Eakin, III  
Deputy General Counsel  
Performance Food Group, Inc  
12500 West Creek Parkway  
Richmond, VA 23238

**RE: Decertification Consulting, Petition 21-RD-284488**

### Situation Assessment

You have requested a Statement of Work (SOW) to provide materials and consulting services to help you win an upcoming NLRB election. Your employees have expressed interest in exercising their right to remove their union. You have a few short weeks to educate them about the disadvantages of unions, their right to choose for themselves whether to be represented by a union, and the advantages of a direct relationship with you. You want to make sure that your employees understand the facts, that your campaign does not interfere with their protected rights and that it provides the best opportunity to build trust with them.

### Proposed Intervention(s)

**Decertification Consulting:** We will provide a senior LRI consultant to communicate your message directly to employees in small group meetings and informal one-on-one interactions. Our consultant will educate employees about the reality of bargaining, the nature of unions and their legal right to choose for themselves whether they wish to be represented by a union. Our consultant will help you and your legal counsel to develop a complete campaign strategy based on your unique circumstances.

### Objectives

- Educating your employees about their rights and winning an NLRB decertification election by as wide a margin as possible or have the union disclaim interest in representing your employees, without meritorious election objections or unfair labor practice charges;
- Increase trust and credibility between employees and the leadership team by improving communication and developing leaders' ability to create a positive employee relations environment;
- Regain your direct-relationship with employees.

### 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.

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Labor Relations Institute, Inc.

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



## 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 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.).

## 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:

\_\_\_\_\_ Decertification Consulting

For LRI Consulting Services, Inc.

For Performance Food Group, Inc

Phillip B. Wilson, President/General Counsel

Edward Eakin, III, Deputy General Counsel

Date: October 14, 2021

Date: \_\_\_\_\_

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