



## Statement of Work

October 6, 2021

Melissa Latifi

President

Garden Fresh Gourmet

1220 E 9 Mile Road

Ferndale, MI 48220

### RE: Pre-petition Campaign Consulting

#### 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)

**Pre-petition Campaign Consulting:** 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 \$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.). 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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LRI Consulting Services, Inc.

phone 800-888-9115  
fax 918-455-9998

www.LRIonline.com

### Acceptance

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

\_\_\_\_\_ Pre-petition Campaign Consulting

For LRI Consulting Services, Inc.

For Garden Fresh Gourmet

Phillip B. Wilson, President/General Counsel

Date: October 6, 2021

Melissa Latifi, President

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

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