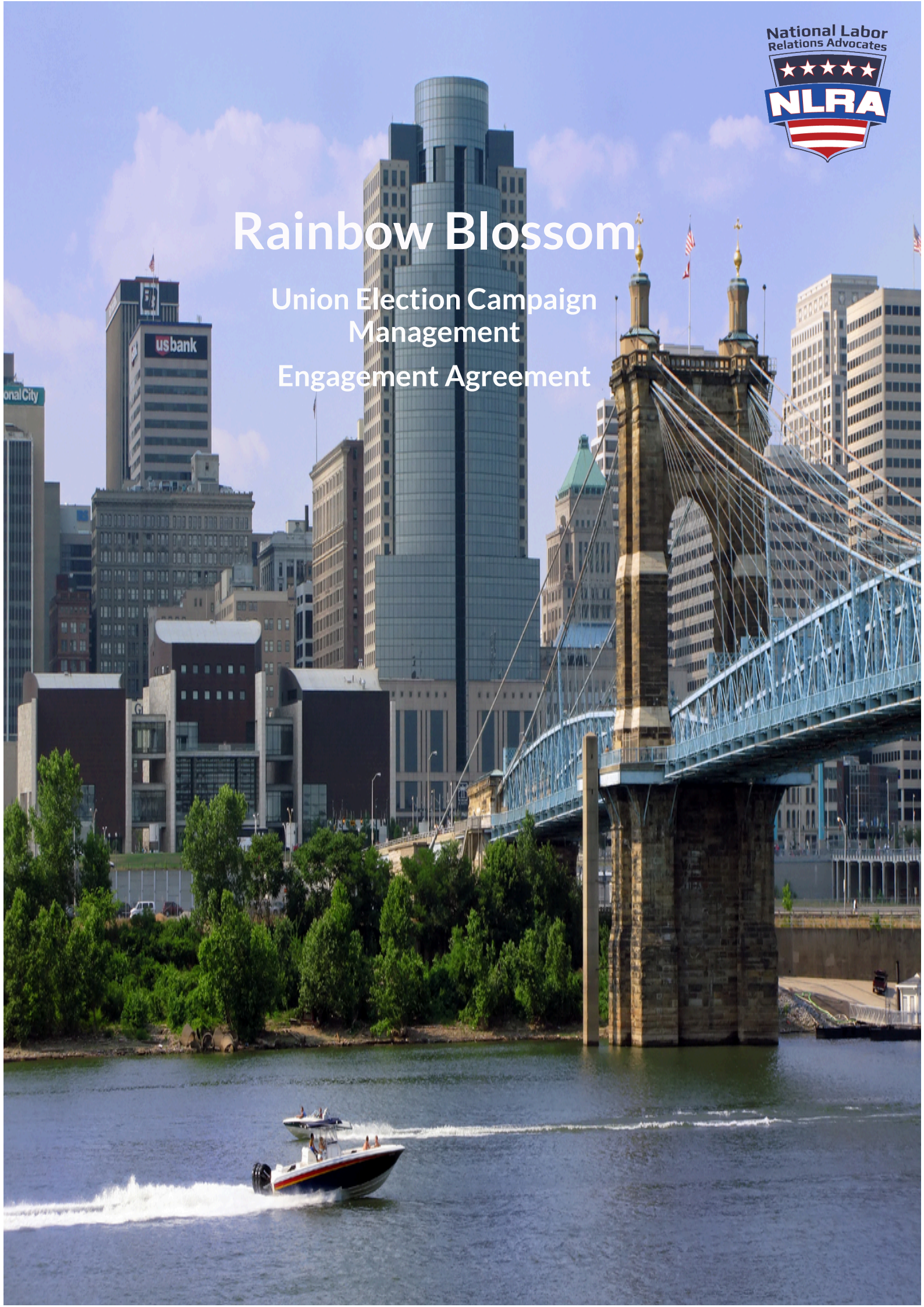


# Rainbow Blossom

Union Election Campaign  
Management

Engagement Agreement





## I. Scope of Proposed Work

NLRA agrees to provide campaign management and labor consulting services to Rainbow Blossom in conjunction with NLRB case [09-RC-323070](#). Based on discussion with Rainbow Blossom, NLRA proposes one full-time advocate to be scheduled in consultation with client as well as offsite work as may be appropriate to support the client's goals. The nature of campaign management is dynamic and as such the scope of work outlined here is subject to change as needs arise to best address Rainbow Blossom's needs. NLRA shall communicate regularly with the Client regarding the activities of the campaign and any adjustments to the scope of work shall only be made with the full prior approval of the Client.

### Purpose of Project

Rainbow Blossom has retained NLRA to manage the NLRB election campaign.

### Work to be Performed

NLRA will utilize every available means of communication to reach the employees for the stated goal. Methods shall include, but not be limited to, small group meetings of employees, individual meetings with employees, written communication, text messages, email, websites, signage, handouts, and any other protocol determined to be effective with Client's employees.

### Timeline for Performance

NLRA recommends onsite work begin immediately after the results from the hearing are known. Offsite campaign activities and strategizing should begin as soon as possible. If the election is conducted by a traditional manual vote, NLRA's campaign will end with the completion of the casting of ballots. If the election is conducted by mail the final day of NLRA's campaign work will be no later than the day before ballots are due at the NLRB Regional Office.

### Promises

NLRA makes no promises, direct or implied, as to the results of campaign management services provided. NLRA guarantees its advocates will work individually and with Rainbow Blossom's leadership diligently and tirelessly to achieve an election victory.

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## II. Parties

1. National Labor Relations Advocates ("NLRA")

2. Rainbow Blossom ("Client")

## III. Representation Terms

**Fees do not include expenses. Expenses shall be billed weekly.** The fee for Union Election Campaign Management as detailed above shall be **\$3,000.00/day for onsite work and \$375.00/hour for offsite work**

## IV. Payment Options and Terms

Client shall remit a initial refillable retainer of \$30,000.00 prior to commencement of any representational activity by NLRA. Client will be invoiced on the first day of each week and all fees and expenses due shall be deducted from the available retainer balance. **Travel expenses are not included in the fees indicated and shall be included on each weekly invoice.** Clients will receive invoices electronically. **Client shall remit funds necessary to refill the retainer to the original amount if the amount of the retainer falls below \$10,000.00 NLRA will return any remaining monies left in the retainer, after final billing, upon completion of the work or termination of representation by either party.**

A late fee of \$25.00 shall be assessed on any invoice not paid within thirty (30) days of issuance. Client agrees to pay reasonable attorney's fees, court costs and other related costs incurred in the collection of unpaid invoices, returned checks, or credit card chargebacks.

## V. Limitation of Liability

In no event shall NLRA's aggregate liability arising out of or related to this agreement, whether arising out of breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to NLRA by Client in the twelve (12) month period preceding the event giving rise to the claim.

## VI. Non-Disclosure

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information"). For purposes of this Agreement, "Confidential Information" ("CI") shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If CI is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If CI is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted CI.

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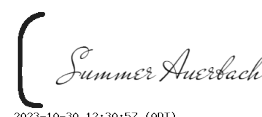
- **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval
- **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
- **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

## VII. Governing Law

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Ohio, including its statutes of limitations.

The parties agree that personal jurisdiction shall exist in the State of Ohio and that the State of Ohio shall have subject-matter jurisdiction over any issues arising from interpretation or enforcement of this Agreement. Any lawsuits arising out of this Agreement shall be brought in Hamilton County, Ohio.

  
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