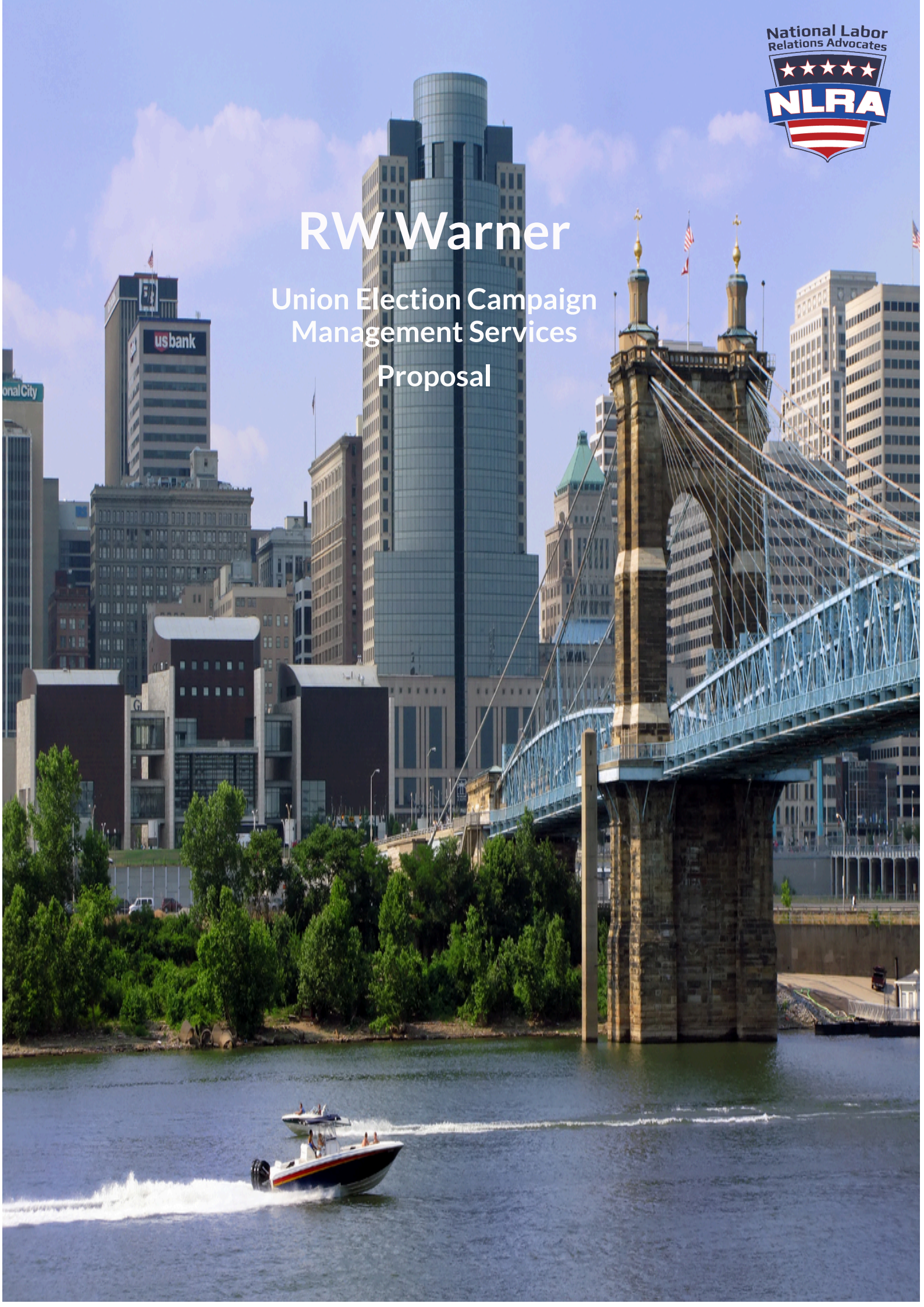




# RW Warner

## Union Election Campaign Management Services Proposal





## I. Parties

1. National Labor Relations Advocates ("NLRA")

2. RW Warner ("Client")

## II. Proposed Work to be Performed

NLRA agrees to provide union election campaign management services to RW Warner in conjunction with NLRB case [05-RC-338714](#). Based on discussion with RW Warner, NLRA proposes utilizing two onsite advocates 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 RW Warner'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.

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.

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

## III. Representation Terms

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

## IV. Payment Options and Terms

**Client shall remit a security deposit of \$40,000.00 (\$20k per advocate) prior to commencement of any representational activity by NLRA.** The security deposit will be held against payment of the final invoice upon completion of work with any overage being returned to the client promptly.

Client will be invoiced on Monday of each week and **all fees and expenses shall be due Net 5**. Fees for travel to and from client location are billed at half the hourly rate (\$187.50). On any day in which an advocate is onsite and work is performed, the daily fee shall be assessed and no travel shall be billed. Clients will receive invoices electronically. A late fee of 2.5% 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. Additional Work

Upon completion of the election campaign either by union loss, union withdrawal, or union win, **RW Warner shall be entitled to a discount of 20% off the then regular hourly rate on any future or additional work with NLRA** including Collective Bargaining Representations, Unfair Labor Practice Representation, Labor Relations Enrichment Programs, contract administration, grievance and arbitration representation, and general Labor Relations Consulting (Union Election Campaign Management Services is not eligible for the returning client discount).

## VI. Limitation of Liability

A handwritten signature in blue ink, appearing to be "MB", is located in the bottom right area of the page.

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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.

## VII. 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.

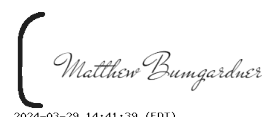
- **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving 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.

## VIII. 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 Maryland, including its statutes of limitations.

The parties agree that personal jurisdiction shall exist in the State of Maryland and that the State of Maryland shall have subject-matter jurisdiction over any issues arising from interpretation or enforcement of this Agreement.

  
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