Contractual Situation.  Carina Cooks has been employed by Realfood Restaurant Group (RRG) for around 3 years. Cooks was first hired as a line cook. After seeing Cooks’ potential, Cooks was quickly promoted to Sous Chef. At the time of the promotion, Cooks signed a document that stated: AGREEMENT NOT TO COMPETE: In consideration of continued employment at RRG, I agree that, in the event of termination, I will not engage in any business as an owner, employee, or stockholder with any company that competes, directly, or indirectly with RRG, for ten years. Last year, Cooks was asked to head a special project to design the menu for a new RRG concept restaurant – the Fast But Fancy Fried Food Emporium. The restaurant was to sell deep-fried food in a fine dining atmosphere with fine dining pricing. For her role, Cooks was promised a bonus of 3% of the restaurant’s profits over the first year of operation in addition to her salary as the Head Chef of the restaurant. Cooks was skeptical of such a restaurant’s marketability, but went ahead on menu and recipe development consistent with what RRG requested. In consumer testing, though, the restaurant, and Cooks’ menu, fell flat. Cooks was fired from RRG. Based on the feedback it received from the consumer testing, RRG changed the concept and eventually opened a restaurant called You Won’t Believe It’s Not Fried – a moderately priced down-home healthy version of Cooks’ original menu, which included faux fried, healthy foods. The new concept was widely popular with the health conscious fitness set and turned a profit after just a few months of operation. When she was fired, Cooks could not find immediate employment, so on her own, she opened up a home business, which, coincidentally, also catered to the health conscious adult. Cooks prepared healthy meals at home, and sold them at major gym locations where they were an instant hit with evening gym-goers who didn’t want to cook or eat out. Upon learning of Cooks’ entrepreneurial undertakings, RRG filed a complaint seeking to restraint Cooks from the marketing and sales of her successful home meals. In its complaint, RRG sited the Agreement Not to Compete between it and Cooks. This prompted Cooks to check out the menu at You Won’t Believe It’s Not Fried. Cooks was struck between the similarities between what Cooks proposed to RRG and what is offered at the new restaurant. Cooks seeks your advice, and asks you the following two questions: Is Cooks bound to the non-compete agreement that she signed with RRG? Is this non-compete agreement a contract? Is Cooks entitled to make a breach of contract claim against RRG for what Cooks believes is the use of her ideas? This assignment requires you to complete a comprehensive review of a contracting situation, and apply the knowledge gained in Units 4, 5, 6 and 7 to resolve the issues in the scenario. This means, to answer each question, you will have to determine whether a valid contract exists by applying your knowledge and understanding of the concepts in Units 4 and 5. If you find that a contract exists, you will have to determine if there are defenses to the enforcement of the contract by applying your knowledge and understanding of Unit 6. Finally, if there is a contract, you will have to determine whether that contract has been performed, discharged, and whether the aggrieved party (whether Cooks or RRG) is entitled to damages, all concepts that will require you to apply your knowledge and understanding of Unit 7. For your Unit Seven assignment, please prepare a comprehensive analysis answering the two questions posed to you. Write your answers to the above questions in a 2,000 word essay, double-spaced, and upload to Blackboard as a Word file. Cite any sources that you use in APA style.