

October 12, 2022

Dear Mr. Finestein,

Thank you for your interest in partnering with us for your employee relations needs.

Scope of Work: Provide consulting services to assist with both pre-petition and/or campaign work for union avoidance.

Objective

- Conduct an environmental audit to determine organizational vulnerability for union organizing.
- Provide coaching to management team regarding legal and **effective** communication with staff.
- Provide direct employee education regarding their section 7 rights under the NLRA.
- Educate and empower employees who wish to, exercise their section 7 right to **oppose** unionization.
- Prevent the filing of a Certification Petition.
- Win any potential election conducted by the NLRB by as wide a margin possible or achieve a withdrawal of the petition, without meritorious election objections or unfair labor practice charges.

Facilitate an increase in trust and credibility of the current leadership team by coaching to improve communication and develop supervisors' comfort level with the union topic and their ability to create and nurture a positive employee relations environment.

Consulting fees will be billed at [REDACTED] per hour for Carina Hunt. If any associates are hired through C Hunt Management Consulting, they would be billed at [REDACTED] per hour.

Expenses are billed at cost and include but are not limited to:

- Transportation portal-to-portal including: air, auto rental, local transport (taxi, shuttles, etc.,) and/or mileage @ 62/mi.
- Lodging.
- Meals (\$75 per-diem)
- Miscellaneous expenses specific to case, i.e., research, NLRA guides, postage, Federal Express, clerical, etc.

C. Hunt Management Consulting Inc. will forward its invoices weekly. All invoices are due and payable within 30 days of receipt. You shall, at all times have the right to terminate **C. Hunt Management Consulting Inc.'s** services upon written notice to that effect. **C. Hunt Management Consulting Inc.** shall, at all times have the right to terminate our

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Roanoke Texas, 76262
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engagement if management fails to cooperate with us in any way which we may reasonably request, fails to timely pay statements for fees and costs, or in the event that we determine, totally within our discretion, that it would be unethical or impractical to continue our engagement. Both parties agree that this agreement shall be deemed fully enforceable and governed by the applicable laws of the State of Texas. Further, in the event of any material dispute arising out of this Agreement regarding the failure to pay uncontested fees which are due and owing to **C. Hunt Management Consulting, Inc.**, specifically **St. Clare's Health**, agrees that it will be liable for any and all legal fees incurred by **C. Hunt Management Consulting Inc.** Additionally, in the event any of **C. Hunt Management Consulting, Inc.'s** services, provided pursuant to this Agreement results in any charges being filed against C. Hunt Management Consulting, Inc., specifically **St. Clare's Health**, agrees that it will provide **C. Hunt Management Consulting Inc.** with competent legal defense counsel of St. Clare's choosing (whereby St. Clare's will assume all legal fees and costs associated with said defense) to respond to any National Labor Relations Board Charges and/or appeals thereof. As a condition of said provision of legal defense, **C. Hunt Management Consulting Inc.** agrees to provide reasonable cooperation with said legal counsel in the defense of any NLRB claims filed against **C. Hunt Management Consulting Inc.**

If the foregoing terms and conditions are acceptable to you, please sign, date, and return two copies of this agreement to our office.

Thank you for the opportunity to present this proposal. Clients who share your comprehensive view and commitment to a positive employee relations environment are most likely to remain union free! We look forward to working with you.

Very truly yours,

Carina Hunt
President, C. Hunt Management Consulting Inc.

The Terms and conditions of this Letter of Engagement are accepted and agreed to this day

12 of October, 2022, in the county of Morris

City Denville, State New Jersey

By: Brian Feinstein 10/12/22
Brian Feinstein, CEO
St. Clare's Health Date

By: Carina Hunt 10/12/22
Carina Hunt, President
C. Hunt Management Consulting Inc. Date

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