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Contains Attorney-Client Communications and Attorney Work Product

November 14, 2023

Laura Gibbard  
Lake Orion Nursing and Rehabilitation Center  
585 East Flint Street  
Lake Orion, MI 48362

**RE: AGREEMENT FOR PROFESSIONAL SERVICES**

In accordance with our conversation and mutual agreements, this letter will confirm that Lake Orion Nursing and Rehabilitation Center (LONRC) has retained Employer Labor Solutions (ELS) to engage in labor relations activities.

If an election is conducted, our representation is to attempt to place LONRC as being the center for factual information going out to employees and for our Educators to be available to answer specific questions that management employees and/or eligible voting employees might voluntarily ask relative to their work environments. We present our information in the most straightforward fashion as possible, so employees become fully informed voters. Also, we make our statements in the most unbiased fashion as possible, and we emphasize that eligible voting employees have an equal right to vote for a union and an equal right not to vote for a union.

Our fees are charged on an hourly basis in minimum units of a quarter of an hour for all time actually expended on your behalf. Clients are billed at the hourly rate for all time expended on their behalf, plus reasonable and customary out-of-pocket business-related expenses.

We agree to send you statements showing clearly the basis of our fees and charges by detailing the services rendered and costs incurred. We will send you statements on a weekly or bi-weekly basis and expect to be paid within two weeks of receiving our invoice(s). LONRC reserves the right to terminate our services at any time in its sole discretion upon payment in full of all billed fees and charges. ELS acknowledges and agrees that we are an independent corporation and that nothing in this letter creates an employment relationship between the LONRC and ELS.

Any controversy or claim arising out of or relating to this Agreement, its validity, interpretation, or the breach thereof, the parties shall first attempt to resolve by good faith negotiations for no less than thirty (30) days after the controversy or claim arises. If the parties are unable to reach a mutually satisfactory resolution, the controversy or claim shall be settled by binding arbitration

in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). A single neutral arbitrator shall be appointed in accordance with the AAA Rules to resolve the dispute. The arbitrator shall be an attorney who is knowledgeable in business and labor laws, and who is experienced in labor relations and union organizing activities involving employers. The arbitration hearing shall be held in Detroit, Michigan. This contract shall be interpreted and governed by the laws of the State of Michigan. The arbitrator shall award to the prevailing party all of its cost and fees, including AAA filing and administrative fees and attorneys' fees.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should any party refuse to arbitrate or file a court action regarding a claim, which is subject to arbitration under this Agreement, the other party shall be entitled to recover its costs and reasonable attorneys' fees in enforcing this arbitration agreement in court.

However, we must emphasize that our firm has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter or the actual amount of any fees or costs you will incur. Often, the results in a matter, and the costs and expenses are controlled by external factors beyond our control, including the factual circumstances, course of negotiations, etc.

Please note that ELS is not a law firm and therefore, any input received from our Educators should not be considered to be "legal advice".

We will send copies of all substantive correspondence and other documents generated in the matter, and I ask that you call me at any time should you wish to discuss our invoices, or any other aspect of this matter.

If the terms and conditions of this letter are satisfactory to you, please evidence your consent to such terms and conditions by signing this letter and returning it to me by email to [dlong@employerlaborsolutions.com](mailto:dlong@employerlaborsolutions.com).

This is a final agreement and this agreement supersedes any other oral or written representations by either the LONRC or ELS.

We very much appreciate the opportunity to work for you.

Respectfully,

A handwritten signature in cursive script that reads "Deborah Long".

Deborah Long  
Employer Labor Solutions

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 17 day of November, 2023.

**Lake Orion Nursing and Rehabilitation Center**

By: Shawna Channon

Title: President & CEO