



Letter Of Engagement

(407) 460-6316
acct_recv@TheLaborPros.com
390 N. Orange Ave.
Suite 2300
Orlando, FL 32801

ATTENTION:

Ms. Ellen S. Rosenberg
VP & Assistant General Counsel
Guitar Center, Inc
5795 Lindero Canyon Rd
WestLake Village, CA 91362

April 22, 2021

Dear Ms.

This letter confirms the engagement of The Labor Pros, LLC. to represent the interests of Guitar Center, Inc relative to labor matters in Seattle, Washington, by providing third party education and persuader services.

The Labor Pros, LLC. appreciates the opportunity to provide such representation and has accepted this assignment based on the following criteria:

The Labor Pros, LLC. requests an initial retainer of \$10,000 (Ten- Thousand Dollars) The amount will be held and credited in increments of 2,500 from each invoice billed to ensure the total has been returned during the longevity of the assignment. In the event there is a balance remaining it will be returned via check form to your accounting department. This may be wired or prepared in a paper check and express mailed. Paid to **The Labor Pros, LLC 424 E. Central Blvd Ste.116 Orlando, Florida 32801**

Project Costs:

Nekeya Nunn @ 450.00 per hour/worked

All other The Labor Pros Consultants:

@ 385.00 per hour/worked

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

1. Transportation portal-to-portal including: airfare, train, auto rental, local transport (taxi, shuttles, etc.,) and mileage @ current IRS rate.

2. Lodging. Reasonable Gratuity
3. Meal per diem will be billed at \$75/day, or we may provide all receipts, whichever is preferred.
4. Conference, Strategy or update calls with the involved Team.
5. Miscellaneous expenses specific to case, i.e., research, NLRA guides, postage, Federal Express, clerical, etc. (Pre- approved by client)
6. Travel Time one way to Clients facility from portal to door.
7. **All applicable receipts will be provided along with each invoice for services.**

The Labor Pros, LLC. will forward its invoices weekly. All invoices are due and payable upon receipt. A finance charge of 2.5% per month will be assessed on all balances not received within **30 days** of the date of the invoice, unless otherwise negotiated.

We are aware that some corporations/companies require a "Purchase Order" to be established before any payments for invoices can be processed. If your organization has this requirement, please have your purchasing department contact our office to obtain any required information or documentation needed to complete your Purchase Order process. If your company does not contact us for this information we will assume that your company does not require a Purchase Order and prompt payments will be made on all invoices presented to your organization for our services.

Any estimate of anticipated fees that we provide at the request of Guitar Center, Inc. whether for budgeting purposes or otherwise, are only an approximation of potential fees due. Under no circumstances are such estimated costs to be viewed as a maximum or minimum fee quotation.

You shall, always have the right to terminate The Labor Pros, LLC. services upon written notice to that effect. The Labor Pros, LLC. shall, at all times, have the right to terminate our 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 representation.

Both parties agree that this agreement shall be deemed fully enforceable and governed by the applicable laws of the State of California. Further, in the event

of any material dispute arising out of this Agreement, specifically the parties agree that the prevailing party will be awarded all legal fees incurred in resolving the dispute.

If the foregoing terms and conditions are acceptable to you, please sign, date, and return one copy of this agreement to our office. We appreciate the opportunity to work with you on all labor matters as they may occur and appreciate our association with you.

Yours truly,

Nekeya Nunn


President

The Labor Pros, Inc.

Approved and authorized by Guitar Center, Inc.

Name: Ellen Rosenberg

Title: Vice President & Assistant General Counsel

Signature: 

Date: April 23, 2021

Approved and authorized by The Labor Pros, LLC:

Name: Nekeya Nunn

Title: President

Date: 4/22/21

Signature:

