



Combining Quality, Compassion and Care

www.synergyhomecare.com

May 14, 2015

[REDACTED]

RE: Moser Services, Inc., dba SYNERGY HomeCare

Dear [REDACTED]

It has come to our attention that you are provide in-home caregiving services to our client, Mr. [REDACTED]. This letter is served upon you wherein demand is made to cease and desist your solicitation of clients of SYNERGY HomeCare.

You signed an employment agreement with Synergy at the time of your commencement of employment which contained a non-competition provision. This agreement is attached to this letter. You terminated your employment, with no notice, on April, SYNERGY has learned from our own admission on April 30, 2015 that you would begin caring for Mr. [REDACTED] on May 1, 2015. This action will be a direct breach and violation of your agreement not-to-compete with Synergy.

The provisions of your employment agreement were carefully drafted to provide that you not compete for a period of twelve (12) months by providing similar services for any client of Synergy. More specifically, the employment agreement provides that:

In consideration for the services provided above, I agree that I will not directly solicit or seek employment from any individual or any contact associated with or referred by same, with whom Synergy HomeCare presents my resume to and/or arranges an interview with, and /or places me on assignment with, now or at any time during the twelve (12) months following my resume presentation, interview or assignment. I understand if I do solicit and accept employment with any potential employers in which Synergy HomeCare has presented my resume to within twelve (12) months and do accept employment as either a permanent, contract or temporary position, an employment fee will be collected from me.

1104 Main Street, Suite 216

Vancouver, Washington 98660

Phone: 360-891-1506

Or 503-235-3040

██████████  
May 14, 2015

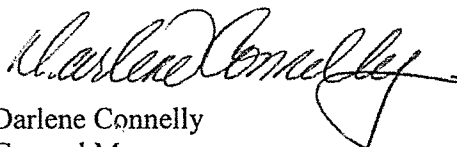
Your intention to provide home care services to SYNERGY's client, ██████████, will be a direct violation and breach of your agreement. Additionally, by soliciting Synergy's clients, you are tortuously interfering with the agreements between SYNERGY and its clients.

If you do not cease soliciting the clients of SYNERGY, a lawsuit may be commenced against you. We will immediately seek a temporary restraining order in Multnomah County Circuit Court against you and will also bring a cause of action for breach of contract and tortious interference with business relationships against you, seeking monetary damages to be proved at trial. Hopefully this recourse is not necessary, but we will vigorously protect our own interests in this matter.

You will not receive another warning letter from this office. If you do not confirm in writing to our office by Friday, May 29, 2014 that you will cease violating your employment agreement with SYNERGY and tortuously interfering with SYNERGY's agreements with its clients, a lawsuit may be commenced immediately.

██████████  
Very truly yours,

SYNERGY HOMECARE



Darlene Connelly  
General Manager

:dkc  
Enclosure