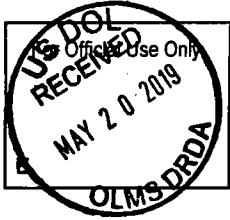


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including labor relations consultants and other individuals and organizations, under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended (LMRDA).

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

705019

1. File Number: C- 527

Person Filing

2. Name and mailing address (include ZIP Code):

Name JOHN HERMANN

Title PRESIDENT

Organization LABOR RELATIONS SERVICES, INC.

P.O. Box, Bldg., Room No., if any

Street 2 PINNACLE PT

City NEWPORT COAST

State CA ZIP Code + 4 92657

3. Any other address where records necessary to verify this report are kept:

Name N/A

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

4. Date fiscal year ends:

12/31 / 2019

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☒ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name DAVE MUSCATO

Organization DS SERVICES OF AMERICA, INC.

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 2300 WINDY RIDGE PKWY, STE 500N

City ATLANTA

State GA ZIP Code + 4 30339

7. Date entered into:

4 / 3 / 2019

8. Name of person(s) through whom made:

Name DAVE MUSCATO, PRESIDENT

Name

Name

Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

President
(If other title, see
instructions)

Title President

14. Signed

Treasurer
(If other title, see
instructions)

Title Treasurer

On

4/28/2019

Date

949-500-6220

Telephone Number

On

4/28/2019

Date

949-500-6220

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

PROFESSIONAL SERVICES AGREEMENT ATTACHED.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

DRAFTING, REVISING, OR PROVIDING WRITTEN MATERIALS FOR PRESENTATION, DISSEMINATION, OR DISTRIBUTION TO EMPLOYEES; DRAFTING, REVISING OR PROVIDING A SPEECH FOR PRESENTATION TO EMPLOYEES; DRAFTING, REVISING, OR PROVIDING AUDIOVISUAL OR MULTI-MEDIA PRESENTATIONS FOR PRESENTATION, DISSEMINATION, OR DISTRIBUTION TO EMPLOYEES; PLANNING OR CONDUCTING INDIVIDUAL & GROUP EMPLOYEE MEETINGS; TRAINING SUPERVISORS OR EMPLOYER REPRESENTATIVES TO CONDUCT INDIVIDUAL OR GROUP EMPLOYEE MEETINGS; COORDINATING & DIRECTING THE ACTIVITIES OF SUPERVISORS OR EMPLOYER REPRESENTATIVES; CONDUCTING A SEMINAR FOR SUPERVISORS OR EMPLOYER REPRESENTATIVES; SPEAKING WITH OR OTHERWISE COMMUNICATING DIRECTLY WITH EMPLOYEES; SUPPLYING INFORMATION OBTAINED FROM SUPERVISORS OR EMPLOYER REPRESENTATIVES.

11.b. Period during which performed: 4/3/2019-4/25/2019

11.c. Extent performed: COMPLETED

11.d. Name and address through whom performed:

Name EDGARDO VILLANUEVA

Organization EMSI CONSULTING, LLC

P.O. Box, Bldg., Room No., if any

Street 1524 N. LASALLE ST #2W

City CHICAGO

State IL

ZIP Code + 4 60610

Additional Name and address through whom performed, if any:

Name JOHN HERMANN

Organization LABOR RELATIONS SERVICES, INC.

P.O. Box, Bldg., Room No., if any

Street 2 PINNACLE PT

City NEWPORT COAST

State CA

ZIP Code + 4 92657

12.a. Identify subject groups of employees:

DRIVERS AND LOADERS

12.b. Identify subject labor organizations:

TEAMSTERS LOCAL 439

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

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11.b. Period during which performed: 4/3/2019-4/25/2019

11.c. Extent performed: COMPLETED

11.d. Name and address through whom performed:

Name MARTY DE LOS RIOS

Organization TBG LABOR

P.O. Box, Bldg., Room No., if any

Street 27407 PACIFIC COAST HWY

City MALIBU

State CA

ZIP Code + 4 90265

Additional Name and address through whom performed, if any:

Name DAVID ACOSTA

Organization REDSTONE ENTERPRISES

P.O. Box, Bldg., Room No., if any

Street 5415 E. WILLOWICK CIRCLE

City ANAHEIM

State CA

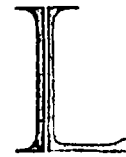
ZIP Code + 4 92807

12.a. Identify subject groups of employees:

DRIVERS AND LOADERS

12.b. Identify subject labor organizations:

TEAMSTERS LOCAL 439



LABOR RELATIONS
SERVICES, INC.

2 Pinnacle Point
Newport Coast, CA 92657

Tel. (949) 719-1962
www.LRSI.com

Privileged & Confidential Client Correspondence

April 3, 2019

Mr. David Muscato
President
DS Services of America, Inc.
2300 Windy Ridge Parkway, Ste 500 N
Atlanta, GA 30339

RE: AGREEMENT FOR PROFESSIONAL SERVICES

Dear Mr. Muscato:

In accordance with our conversation and mutual agreements, this letter will confirm that DS Services of America, Inc. (the "Company") has retained Labor Relations Services, Inc. (LRSI) regarding general personnel and labor relations activities.

An up-front retainer will not be required because of our positive past working relationship. Senior Consultant(s) are billed at an hourly rate of \$375.00 per hour. Clients are billed for all time expended on their behalf, plus reasonably and customary out-of-pocket business related expenses and travel time. A \$50.00 USD Per Diem will be charged per day for food, per Senior Consultant, while they are assigned and actively working on the project. Mr. Hermann's standard consulting fee has been reduced from \$475.00 to \$375.00 per hour.

We agree to send you statements showing clearly the basis of our fees and charges by detailing the services rendered and costs incurred on a weekly basis. We will send you statements on a weekly basis and expect to be paid on a weekly basis. The Company reserves the right to terminate our services at any time in its sole discretion upon payment in full of all billed fees and charges. LRSI acknowledges and agrees that we are an independent corporation and that nothing in this letter creates an employment relationship between the Company and LRSI.

Our firm has always operated on the basis that we will deliver the best possible services in a timely fashion and at a reasonable price. In return, we request that upon receipt of our statements, you review the statement at the time to determine if you have any questions or comments regarding them. If so, please call me directly.

DS Services of America, Inc.
April 3, 2019

All LRSI invoices will be submitted by e-mail and will be paid by overnight check (e.g., FEDEX) or, at Company's option, wire transfer every seven (7) days.

A.B.A. Routing #: 0260-0959-3
Account #: 11151-60073

Title of Account: Labor Relations Services, Inc.

Bank: Bank of America
The Private Bank

Address: 500 Newport Center Drive
Suite 333
Newport Beach, CA 92660

Telephone: 800-234-3635

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 Orange County, California. This contract shall be interpreted and governed by the laws of the State of California. 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.

During the course of our representation, we will endeavor to keep you advised as to the status and progress of this matter, including our view of your rights and potential liabilities or exposure, and our recommendation as to an appropriate course of action in view of the facts, circumstances and issues involved.

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.

DS Services of America, Inc.
April 3, 2019

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

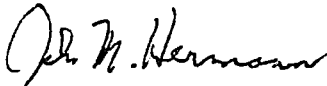
We will send copies of all substantive correspondence and other documents generated in this matter, and I ask that you call me at any time should you wish to discuss our invoices, or any other aspect of this matter.

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 johnhermann@LRSI.com.

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

We very much appreciate the opportunity to work for you. You may be assured that you will receive our best professional efforts.

Respectfully,



John M. Hermann
Chief Executive Officer

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 23 day of April, 2019.

Company Name: DS Services of America, Inc.

By: Dave Muscato, President

Its:

