

FORM LM-20 – AGREEMENT & ACTIVITIES REPORT

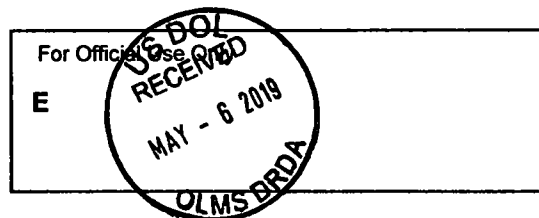
OMB No. 1245-0003. Expires XX-XX-XXXX.

IMPORTANT: 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).

Office of Labor-Management Standards

U.S. Department of Labor

OLMS




► Read the instructions carefully before completing this report. ◀

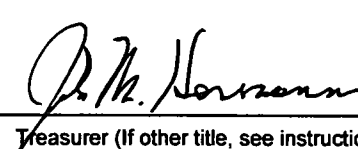
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1.a. File Number: C- 00527	1.b. <input type="checkbox"/> Hardship Exemption	1.c. <input type="checkbox"/> Amended Report
2. Contact information for person filing: Organization <u>LABOR RELATIONS SERVICES, INC.</u> Street <u>2 PINNACLE PT</u> City <u>NEWPORT COAST</u> State <u>CA</u> ZIP Code <u>92657</u> Email Address <u>JOHNHERMANN@LRSI.COM</u> Employer Identification Number (EIN) <u>33-0822233</u> Contact Name <u>JOHN HERMANN</u> Title <u>PRESIDENT</u>		3. Other address where records necessary to verify this report are kept: Name <u>N/A</u> Title _____ Organization _____ Street _____ City _____ State _____ ZIP Code _____ Email Address _____
4. Fiscal Year Covered: from <u>01/01/2019</u> through <u>12/31/2019</u> (mm/dd/yyyy) (mm/dd/yyyy)		5. Type of person a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input checked="" type="checkbox"/> Corporation d. <input type="checkbox"/> Other
6. Full name and address of employer with whom agreement or arrangement was made: <input type="checkbox"/> Check this box if you are filing a report for a union avoidance seminar. Organization (including trade name, if any) <u>DS SERVICES OF AMERICA, INC.</u> Street <u>2300 WINDY RIDGE PKWY, STE 500N</u> City <u>ATLANTA</u> State <u>GA</u> ZIP Code <u>30339</u> Email Address <u>dmuscato@dsservices.com</u> Employer Identification Number (EIN) <u>20-5743877</u> Contact Name <u>DAVE MUSCATO</u> Title <u>PRESIDENT</u>		7. Date agreement or arrangement entered into: <u>04/03/2019</u> mm/dd/yyyy 8. Person(s) through whom agreement or arrangement made: (a) Employer Representative: Name and Title <u>DAVE MUSCATO, PRESIDENT</u> OR (b) Prime Consultant: _____ Name and Title _____ Employer Identification Number (EIN) _____ Address _____

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.)

14. Signed 
 Treasurer (If other title, see instructions.)

On 04/25/2019 949-719-1962
 Date (mm/dd/yyyy) Telephone Number

On 04/25/2019 949-719-1962
 Date (mm/dd/yyyy) Telephone Number

Name of person filing: LABOR RELATIONS SERVICES, INC.

File Number: C- 00527

9. Check the appropriate box(es) 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 by clicking the "Add Attachments" link at the top of the form. If reporting a union avoidance seminar, a single copy of the registration form and a description of the seminar provided to attendees also must be attached by clicking the "Add Attachments" link at the top of the form.)

11. Information regarding activities performed or to be performed by the labor relations consultant pursuant to agreement or arrangement. (See instructions.)

a. Nature of activities performed or to be performed by the labor relations consultant pursuant to the agreement or arrangement:

PERSUADER ACTIVITIES: Select from the following reportable activities those which, per agreement with the employer(s) named in item 6, have been or will be performed:

- ☒ 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
- ☐ Drafting, revising, or providing website content for employees
- ☒ Planning or conducting individual employee meetings
- ☒ Planning or conducting group employee meetings

- ☒ Training supervisors or employer representatives to conduct individual or group employee meetings
- ☒ Coordinating or directing the activities of supervisors or employer representatives
- ☐ Establishing or facilitating employee committees
- ☐ Developing employer personnel policies or practices
- ☐ Identifying employees for disciplinary action, reward, or other targeting
- ☒ Conducting a seminar for supervisors or employer representatives
- ☒ Speaking with or otherwise communicating directly with employees.
- ☐ Other

INFORMATION-SUPPLYING ACTIVITIES: Select each activity whereby you supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer:

- ☒ Supplying information obtained from:
- ☐ Research or investigation concerning employees or labor organizations
- ☒ Supervisors or employer representatives
- ☐ Employees, employee representatives, or union meetings
- ☐ Surveillance of employees or union representatives (electronically or in person)
- ☐ Other

ADDITIONAL INFORMATION:

11.b. Period during which activities performed: 04/03/2019- 4/25/2019
mm/dd/yyyy – mm/dd/yyyy

11.c. Extent of performance:
COMPLETED

11.d. Name and address of person(s) through whom activities were performed or will be performed:

Name and Title EDGARDO VILLANUEVA

Type of Person: ☐ Employee of Consultant
☒ Independent Contractor

Organization EMSI CONSULTING, LLC

Street 1524 N. LASALLE ST #2W

City CHICAGO State IL ZIP Code 60610

Email Address EMSI@AOL.COM

Employer Identification Number (EIN) 81-1496977

12.a. Identify subject groups of employees:

DRIVERS AND LOADERS

12.b. Identify subject labor organizations:

TEAMSTERS LOCAL 439

Name of person filing: LABOR RELATIONS SERVICES, INC.

File Number: C- 00527

9. Check the appropriate box(es) 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.
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- ☐ Drafting, revising, or providing website content for employees
- ☒ Planning or conducting individual employee meetings
- ☒ Planning or conducting group employee meetings

- ☒ Training supervisors or employer representatives to conduct individual or group employee meetings
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mm/dd/yyyy – mm/dd/yyyy

11.c. Extent of performance:
COMPLETED

11.d. Name and address of person(s) through whom activities were performed or will be performed:

Name and Title JOHN HERMANN

Type of Person: ☐ Employee of Consultant
☒ Independent Contractor

Organization LABOR RELATIONS SERVICES, INC.

Street 2 PINNACLE PT

City NEWPORT COAST State CA ZIP Code 92657

Email Address JOHNHERMANN@LRSI.COM

Employer Identification Number (EIN) 33-0822233

12.a. Identify subject groups of employees:

DRIVERS AND LOADERS

12.b. Identify subject labor organizations:

TEAMSTERS LOCAL 439

Name of person filing: LABOR RELATIONS SERVICES, INC.

File Number: C-00527

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

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ADDITIONAL INFORMATION:

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mm/dd/yyyy – mm/dd/yyyy

11.c. Extent of performance:
COMPLETED

11.d. Name and address of person(s) through whom activities were performed or will be performed:

Name and Title MARTY DE LOS RIOS

Type of Person: ☐ Employee of Consultant
☒ Independent Contractor

Organization TBG LABOR

Street 27407 PACIFIC COAST HIGHWAY

City MALIBU State CA ZIP Code 90265

Email Address INFO@TBGLABOR.COM

Employer Identification Number (EIN) _____

12.a. Identify subject groups of employees:

DRIVERS AND LOADERS

12.b. Identify subject labor organizations:

TEAMSTERS LOCAL 439

Name of person filing: LABOR RELATIONS SERVICES, INC.

File Number: C- 00527

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- ☐ Other

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11.b. Period during which activities performed: 04/03/2019- 4/25/2019
mm/dd/yyyy – mm/dd/yyyy

11.c. Extent of performance:
COMPLETED

11.d. Name and address of person(s) through whom activities were performed or will be performed:

Name and Title DAVID ACOSTA

Type of Person: ☐ Employee of Consultant
☒ Independent Contractor

Organization REDSTONE ENTERPRISES

Street 5415 E. WILLOWICK CIRCLE

City ANAHEIM State CA ZIP Code 92807

Email Address david.acosta77@gmail.com

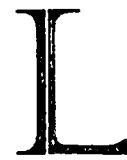
Employer Identification Number (EIN) 65-1164825

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."

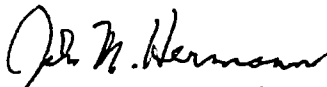
We will send copies of all substantive correspondence and other documents generated in this matter, and I ask that you call me at any time should you wish to discuss our invoices, or any other aspect of this matter.

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: 