



**THE CROSSROADS GROUP**  
Labor Relations Consultants

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**Personal & Confidential**

October 28, 2019

Mr. Joe Lunzer  
Vice President of Operations  
Rex Creamery  
5743 Smithway Street  
Commerce, CA 90040

Re: Agreement for Professional Services

Dear Mr. Lunzer:

In accordance with our conversation and mutual agreements, this letter will confirm that Heritage Distributing Company – 5743 Smithway Street, Commerce, CA 90040 (the “Client”) has retained The Crossroads Group Labor Relations Consultants (“Consultant”) regarding general personnel and labor relations activities.

Our fees are charged on an hourly basis in minimum units of a quarter of an hour for all time expended on your behalf. Our services will be billed at the discounted rate of \$400.00 US Dollars per hour. In addition, Client will be billed for reasonable and customary out-of-pocket expenses and one-half portal-to-portal travel time. There shall be an eight hour per day minimum for services performed by Consultant(s). However, whenever Consultant(s) travels on a day during which on-site services are also performed, only actual hours worked for that day will be billed in addition to the aforementioned travel time cost.

Expenses are billed to the Client at cost on a direct pass through basis with no increase by Consultant. Expenses include, but are not limited to airline travel, lodging, meals, car rental, mileage at the prevailing Internal Revenue Service standard mileage rate when traveling via consultant’s personal vehicle, research data required by the Client, and all similar out-of-pocket expenses. Consultant shall purchase coach class airline tickets when available and shall reserve reasonably priced business class hotel accommodations and rental cars. It is understood that the Client will reimburse Consultant for non-refundable airline tickets and/or change fees in the event of Client cancellation, modification, or postponement of an assignment.

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We agree to send you statements clearly showing the basis for our fees and charges by detailing the services rendered and costs incurred on a weekly basis. All fees and expenses not previously paid are due and payable in full within thirty (30) days of Client's receipt of each statement. Client understands that if payment is not made in full within thirty (30) days of the statement date, Client's account shall be considered past due and an interest charge may be added to the outstanding balance in an amount equal to one and one-half percent (1.5%) per month.

Consultant is retained to provide independent and objective professional judgment and recommendations. Accordingly, a difference of opinion on a question of professional judgment shall not excuse the Client from fees and costs incurred in the collection of any outstanding accounts receivable.

Our firm always strive to offer our clients the greatest value possible by delivering the highest quality services in a timely fashion. In return, we request that upon receipt of our statements, you review them to determine if you have any questions or comments. If so, please call me directly. Furthermore, we reserve the right to withdraw as your Consultant if you fail to pay our statements and other bills in a timely manner.

If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process, to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. If Consultant does so participate in any manner, the Client shall pay to Consultant all professional fees and other fees of Consultant in effect as well as the cost and expenses, including attorneys' fees, incurred in anticipation and resulting from such proceedings. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed.

Any controversy or claim arising out of or relating to this Agreement, its validity, or the breach thereof, 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 its costs and fees, including AAA filing and administrative fees and attorneys' fees.

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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.

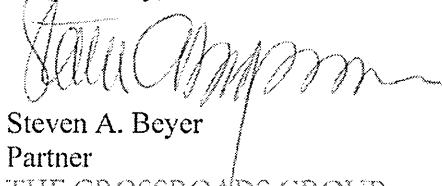
During the course of our representation, we will endeavor to keep you fully advised as to the status and progress of this matter, including our view of your rights and potential liabilities or exposure, and our recommendation as to an appropriate course of strategic action in view of the facts, circumstances 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. Although we have offered reasonable estimates of likely billable hours, often the results in a matter, and the costs and expenses, are controlled by external factors beyond our control, including factual circumstances, meeting scheduling, tardy attendance, etc.

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 e-mail or facsimile.

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

We very much appreciate the opportunity to serve you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.


Respectfully,



Steven A. Beyer  
Partner  
THE CROSSROADS GROUP  
Labor Relations Consultants

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted this 28th day of October 2019.

Heritage Distributing Company

By:  Title: V.P. of Operations  
Date: 10/29/2019