

June 29, 2022

Don Lee
Keurig Dr. Pepper
6425 Hall of Fame Lane
Frisco, TX 75034

Dear Mr. Lee

Situation Assessment

Keurig Dr. Pepper Company (KDP) and the American Bottling Company (ABC) collectively (the company) believe a petition from a is International Brotherhood of the Teamsters (IBT) local 745. The IBT will likely be seeking to become the exclusive bargaining representative for your frontline drivers at your Irving, TX location.

Objective

To educate your staff of their rights under the National Labor Relations Act and inform them of the consequences of third party interference. To help your management team navigate the pitfalls of an organizing campaign.

Intervention(s)

RWP Labor will provide consultant(s) to communicate with the employees and management team on multiple impact points including management training and analysis.

Payment Terms

We have agreed to the terms of a flat daily rate of **\$3,500** per day per consultant plus reasonable expenses. Reasonable expenses are defined as actual costs of transportation air and ground. Meal allowance is a straight \$65 per diem. The balance will be invoiced weekly until completion of the campaign. Invoices will be payable upon receipt. Invoices not paid within 30 days of receipt will be subject to a 3.5% service charge to be assessed per month until payment is received.

Independent Contractor

The relationship of RWP to **the company** is that of an independent contractor and nothing herein shall be construed as creating an employment, joint employment or agency relationship with Consultant or any of Consultant's employees or subcontractors.

Neither RWP Labor nor its consultants shall be entitled to any benefits afforded to **the company** employees including, without limitation, health insurance, worker's compensation, disability insurance, vacation or sick pay.

Consultant shall not be considered an agent **the company** purpose whatsoever, nor shall Consultant have the right to, and shall not, commit **the company** to any agreement, contract or undertaking. Consultant shall not use **the company** name in its promotional material or for any advertising or publicity purposes.

Confidentiality

RWP Labor acknowledges that it and/or its consultants may receive confidential and proprietary information from **the company** regardless of whether such information is marked or identified as confidential. Because the unauthorized disclosure of confidential information would result in serious harm to **the company**, RWP Labor and/or its consultants must only use confidential information to perform its obligations under this Agreement.

All confidential information remains the exclusive intellectual property of **the company**. Upon completion or termination of this Agreement, RWP Labor and/or its consultants shall promptly give **the company** all confidential information back to **the company**.

Security and Safety

RWP Labor recognizes that **the company** has additional security requirements and will comply with all regulations and certifications.



Russ Brown

CEO, RWP Labor

Kimberly Bennett

Vice President Assistant General Counsel