

June 14, 2024

To: Patrick Thantacheva

Subject: Letter of Engagement

Situation Assessment

Diversified Restaurant Group (DRG) has experienced union organizing by unknown labor organization (the union). The union will likely be seeking to become the exclusive bargaining representative for your frontline employees in one or more of your Oakland region stores.

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 \$3,800 per day per consultant on the ground in the Oakland market plus reasonable expenses. Reasonable expenses are defined as actual costs of transportation air and ground. 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 DRG 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 DRG employees including, without limitation, health insurance, worker's compensation,

disability insurance, vacation or sick pay. Consultant shall not be considered an agent DRG purpose whatsoever, nor shall Consultant have the right to, and shall not, commit DRG to any agreement, contract or undertaking. Consultant shall not use DRG 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 DRG regardless of whether such information is marked or identified as confidential.

Because the unauthorized disclosure of confidential information would result in serious harm to DRG, 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 DRG. Upon completion or termination of this Agreement, RWP Labor and/or its consultants shall promptly give DRG all confidential information back to DRG. Security and Safety RWP Labor recognizes that DRG has additional security requirements and will comply with all regulations and certifications.



Patrick Thantacheva

Director of Risk Management/Legal



RWP
Labor