

Agreement and Activities Report

U.S. Department of Labor

Employment Standards Administration
Office of Labor-Management Standards



This report is mandatory under P.L. 86-257 as amended. Failure to comply may result in criminal prosecution, fines and civil penalties as provided by 29 U.S.C. 439, 440.

Form approved - OMB No. 1215-0188
Expires 11-30-2002

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).

File No. C. 564

A. Person Filing

1. Name and mailing address (include ZIP code):
PAUL D JOHNSON P.U.D & ASSOC
3120 CORTE CALATA
NEWPORT BEACH CA 92660

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

3. Date fiscal year ends:

12/31/02

4. Type of person:

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

B. Nature of Agreement or Arrangement

5. Full name and address of employer with whom made (include ZIP code):

RIVIERA HOTEL & CASINO

6. Date entered into:

7/13/02

7. Names of persons through whom made:

TERONE GRIBBE

8. 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.

9. Terms and conditions (Explain in detail; see Part B-9 of instructions):

SEE ATTACHMENT

THE TERMS OUTLINE IN CONTRACT WERE EXTENDED
VERBALLY THROUGH 7/26/02

C. Specific Activities to be Performed

10. For each activity, separately list in detail the information required (See Part C-10 of instructions):

a. Nature of activity: PROVIDE INFORMATION ABOUT TEAMSTERS TO RIVIERA
EMPLOYEES INCLUDING ALPA, LM-2, CONSTITUTION
ETC

b. Period during which performed:

7/13/02 - 7/26/02

c. Extent performed:

COMPLETED

d. Names and addresses of persons through whom performed:

PAUL JOHNSON
3120 CORTE CALATA
NEWPORT BEACH CA 92660

11. Identify (a) Subject employees, groups of employees, and (b) labor organizations:

RIVIERA CASINO MARKETING EMPLOYEES

D. Verification and Signature. The person in item 1 above and each of his undersigned authorized officers declares, under penalty of law, that all information in this report, including all attachments incorporated therein or referred to in this report, has been examined by him and is, to the best of his knowledge and belief, true, correct, and complete.

Signed:

Paul Johnson

Signed:

President

Treasurer

(If other title, cross out and write in correct title above.)

(If other title, cross out and write in correct title above.)

City State Date
at: WEBSTER MA on: 8/5/02

City State Date
at: at: on:

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into as of June 12, 2002, by and between RIVIERA OPERATING CORPORATION ("ROC"), located at 2901 Las Vegas Boulevard South, Las Vegas, Nevada 89109, and PAUL JOHNSON ("Consultant"), located at 3120 Corte Caleta, Newport Beach, CA 92660.

WHEREAS, Consultant desires to provide consulting services to ROC; and

WHEREAS, ROC desires to compensate Consultant for rendering such services.

NOW, THEREFORE, in consideration of their mutual promises, covenants and representations hereinafter contained, the parties agree as follows:

1. This Agreement shall have a term of one (1) month commencing on June 12, 2002 through July 12, 2002. This Agreement may also be terminated earlier as provided herein. ROC may terminate Consultant's employment hereunder at any time for just cause. The following constitutes "just cause": (i) a material breach of this Agreement by Consultant (after notice and a 10-day cure period); (ii) any act of dishonesty with respect to ROC or its members, customers or suppliers; (iii) Consultant's continued failure or refusal to perform any material duty to which is normally attached to his position (after notice and a 10-day cure period); (iv) Consultant's gross negligence or willful misconduct in performing those duties which are normally attached to his position; (v) the commission by Consultant of an act of fraud, conversion, misappropriation (including the unauthorized use or disclosure of confidential or proprietary information of ROC) or embezzlement or crime of moral turpitude; (vi) a conviction of or guilty plea or confession by Consultant to any fraud, conversion, misappropriation, embezzlement or felony; (vii) the exposure of ROC to any criminal liability or regulatory sanction or adverse action substantially caused by the conduct of Consultant which results in a material adverse effect upon ROC's business, operations, financial conditions or results of operations or the exposure of ROC to any civil liability caused by Consultant's unlawful harassment in employment; or (viii) the repeated taking of any action prohibited (a) by the Board of Directors or any of the executive officers of ROC, provided that Consultant has received at least one (1) written notice of having taken an action so prohibited, or (b) by this Agreement; or (ix) Consultant's failure to obtain and/or maintain an appropriate license to perform the services under the terms of this Agreement. This Agreement shall terminate upon an election by the bargaining unit or withdrawal of the bargaining unit from desired representation.

2. Consultant acknowledges that ROC conducts a business that is subject to and exists because of privileged licenses issued by governmental authorities. If, in ROC's sole and exclusive judgment, ROC determines that Consultant is, or might be, engaged in, or about to be engaged in, any activity or activities that jeopardize, or could jeopardize, ROC's business or such licenses, ROC shall have the right, upon notice to Consultant, to terminate this Agreement immediately. Further, in the event any gaming regulatory board/agency determines that Consultant is unsuitable to be granted or maintain a valid gaming license, ROC shall have the right, upon notice to Consultant, to terminate this Agreement immediately.

3. During the Term of this Agreement, Consultant hereby agrees to perform consulting services for ROC as follows:

- Conduct educational group meetings and one-to-one contacts to educate and determine the employee concerns of the petitioned unit.
- Recommend to management areas for lawful improvement in wages and benefits, job security, communication and human relations.
- Provide ongoing advice to the management team to support future enhancements of the work environment.
- Conduct research into the legal and financial dealings of the labor organization in question.
- Consultant shall report directly to the Executive Vice President, Operations ("Executive").

4. During the Term of this Agreement, ROC shall pay to Consultant the sum of One Hundred Fifty Dollars (\$150.00) per hour for the services outlined in Paragraph 3, above. Consultant will determine hours worked per consultation with Executive. ROC will rely on Consultant to work the hours reasonably necessary to fulfill his obligations under the terms of this Agreement. Consultant shall be paid and reimbursed each Monday for the services performed and the expenses incurred the immediate preceding week.

5. Consultant shall be entitled to reimbursement from ROC for the following reasonable expenses:

- Coach air travel.
- Ground transportation.
- Research and copying.
- Consultant will be housed in ROC's hotel and be provided all meals at the Company's expense.
- Any meals taken off the property will be reimbursed if reasonably necessary for Consultant to render services as required under this Agreement.

6. The Consultant and ROC will comply with all Federal disclosure requirements associated with the nature of the consulting services contemplated herein.

7. ROC and Consultant acknowledge that the information, observations and data obtained by or available to Consultant during the Term of this Agreement concerning the business and affairs of ROC are and will be the property of ROC. Therefore, Consultant agrees, during the Term of this Agreement and following the termination of this Agreement for any reason whatsoever, not to disclose or induce or assist in the use or disclosure, to any person or entity, or use for the account of any person or entity other than ROC, any such information, observations or data including, without limitation, any business secrets or methods, processes, formulas, designs, inventories, techniques, marketing plans, strategies, forecasts, new products, blueprints, specifications, maps, computer software programs, promotional ideas, unpublished

financial statements, budget projections, licenses, prices, costs, policies, manuals or instructions, reports, lists of names and/or addresses of customers, prospective customers or suppliers, other customer or prospective customer information or requirements, personnel information, the terms of any ROC contract, lease or other arrangement with any customer or leasing information (including, without limitation, expiration dates, renewal dates, pricing information, other data used by ROC in connection with its gaming operations, special requirements, referral lists or other data setting forth names and addresses of customers) or any other of its confidential or proprietary information, records, observations or data (whether or not patented, copyrighted or otherwise protected under applicable law) or information created, discovered, developed, or made known to ROC (including, without limitation, information created, discovered, developed, or made known by Consultant to ROC during the Term of this Agreement, along with any reports, analyses, compilations, memoranda, notes and other writings or recordings prepared by Consultant or any other employee, agent or representative of ROC, which contain, reflect or are based upon such information, observations or data (collectively, "Confidential Information") without ROC's prior written consent, unless and to the extent that the aforementioned matters become generally known to and available for use by the public other than as a result of Consultant's acts or omissions to act, and except as required by law or legal process. In the event this Agreement is terminated for any reason whatsoever, Consultant will promptly return and surrender to ROC any and all Confidential Information made available to Consultant by ROC or otherwise in the possession of Consultant in the course of Consultant's duties pursuant to this Agreement.

6. Consultant further agrees that, for a period of one (1) year following the termination of this Agreement for any reason whatsoever, Consultant will not, directly or indirectly, either for himself or for any other person, firm, company or corporation, in any capacity, induce or attempt to induce or call upon or solicit any of ROC's employees, consultants, customers, prospective customers, suppliers, landlords or other business relations of ROC to leave or cease doing business with ROC or in any way interfere with the relationship between ROC and any of its employees, customers, prospective customers, suppliers, landlords or other business relations thereof or hire or solicit for employment any employee of ROC. Consultant acknowledges that a violation of the provisions of this Agreement will cause irreparable harm to ROC's business, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, Consultant agrees that, in the event of such violation or threatened violation by him, ROC shall be entitled, in addition to any other remedy which may be available at law or in equity, to specific performance and injunctive relief, without posting bond or other security. Consultant further agrees that, in the event of the termination of this Agreement for any reason whatsoever, Consultant shall promptly deliver to ROC all documents, photocopies, notes, drawings, data and other materials of any nature pertaining to services rendered by Consultant pursuant to the terms of this Agreement.

7. If any provision of this Agreement is in conflict with any applicable law now in force or hereinafter, or otherwise deemed to be invalid, such provision shall become inoperative but all other provisions of this Agreement shall remain in full force and effect.

8. This Agreement shall be interpreted in accordance with the laws of the State of Nevada. Clark County, Nevada shall be the only proper venue for settlement of disputes concerning this Agreement.

9. This Agreement represents the entire understanding of the parties with respect to its subject matters and may be amended or modified only by a written instrument duly signed by the parties hereto.

10. Any notice required or permitted to be given hereunder shall be given as follows.

PAUL JOHNSON

ROC

Paul Johnson
C/O Riviera Hotel & Casino
2901 Las Vegas Blvd. South
Las Vegas, NV 89109

Jerome P. Grippe
Riviera Hotel & Casino
2901 Las Vegas Blvd. South
Las Vegas, NV 89109

OR

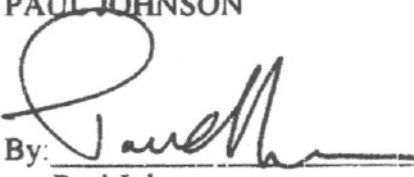
Paul Johnson
3120 Corte Caleta
Newport Beach, CA 92660

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date written above.

RIVIERA OPERATING CORPORATION

PAUL JOHNSON

By: 
Jerome P. Grippe

By: 
Paul Johnson