

March 12, 2024

Crescent Paper Tube Company  
Stuart Seltman  
7325 Industrial Rd  
Florence, KY 41042

Dear Mr. Seltman,

**Crescent Paper Tube Company. ("CPT")** seeks assistance with consulting services related to workforce strategy in its Lewisport Plant.

**Objective**

To provide consulting services related to positive employee relations in **CPT's** Lewisport, KY facility; the initial focus will be Lewisport, but services related to other **CPT** operations may be provided as well.

RoadWarrior Productions, LLC dba RWP Labor ("RWP Labor") will provide consultant(s) to communicate with the 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 plus reasonable expenses. Invoices will be submitted weekly and payable within 30 days of 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. Reasonable expenses are defined as reasonable hotel and transportation costs (air and ground) plus \$70 per diem.

**Independent Contractor**

The relationship of RWP Labor to **CPT** 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 **CPT** employees including, without limitation, health insurance, worker's compensation, disability insurance, vacation or sick pay.

Consultant shall not be considered an agent for **CPT** for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit **CPT** to any agreement, contract or

undertaking. Consultant shall not use **CPT** 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 **CPT** regardless of whether such information is marked or identified as confidential. Because the unauthorized disclosure of confidential information would result in serious harm to **CPT**, RWP Labor and/or its consultants agree to protect such confidential information with the same care they use with respect to their own confidential information, but in no event less than reasonable care. RWP Labor and its consultants must restrict access to **CPT's** confidential information to individuals assigned to this matter and only use confidential information to perform its obligations under this Agreement. RWP Labor agrees any consultant assigned to **CPT** is bound by confidentiality provisions in favor of RWP Labor and its clients at least as restrictive as those set forth in this agreement.

RWP Labor, to the extent not precluded by law and as consistent with law, will promptly notify **LNW** in the event that RWP Labor becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of **CPT's** confidential information so that **CPT**, at **CPT's** expense, may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement.

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

### **Security and Safety**

RWP Labor recognizes that **CPT** may have additional security requirements and will comply with all regulations and certifications. Furthermore, RWP Labor certifies that:


- information furnished by RWP Labor to **CPT** in connection with **CPT's** due diligence and compliance review process (if any) is complete and accurate;
- in connection with services performed for **CPT**, it will (a) maintain complete and accurate books and records, and (b) comply with all applicable laws, rules and regulations; and
- it has not offered or paid, and will not offer or pay, any commission or finder's or referral fee to any person or entity (other than employees or consultants of RWP Labor) in connection with this letter of agreement or any activities on behalf of **CPT**.



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**Russ Brown**

CEO, RWP Labor



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**Stuart Seltman**

President



**RWP**  
Labor



Washington D.C. Dallas/Ft. Worth Orlando Detroit

## **Addendum 2**

**Reference: Department of Labor Reporting Requirements**

There is an obscure law called the Landrum-Griffin Act a/k/a The Labor Management and Reporting and Disclosure Act of 1959. The Act has two parts the first requires unions to file detailed financials on how they spend their members' dues money. The second is what companies pay consulting firms to educate employees of their rights and consequences of unionization during union campaigns. Although the law is obscure it has severe penalties with criminal implications.

Our work with your company on this project may or may not trigger the second part of the Act. As part of RWP Labor's service to your company we will inform you and help you prepare the report should we trigger the reporting requirements. Note: This is a legal document and we advise you review with your counsel.

If indeed you are required to file a report with the Department of Labor the report is known as a LM-10 and will be due within 90 days following the end of your fiscal year. The LM-10 requires you to disclose all fees and expenses paid to a consulting firm on a union campaign. The requirement excludes legal fees. It is a cross check system as the firm (RWP Labor) will also be required to file a form called an LM-21 which discloses what we received from your company. It is important that the figures in your report the LM-10 matches our report the LM-21.



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The reporting requirement is triggered when a company would reasonably know they are in a union campaign and who the union is. If you need more explanation on this or anything else please feel free to call me anytime.

Respectfully,

Russ Brown  
CEO  
202 780 8005