



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

February 18, 2022

XL Companies  
Russell Bay  
4480 Riviera Ridge Avenue  
Las Vegas, NV 89115

Dear Mr. Frazier,

### **Situation Assessment**

**Black Iron Reinforcing a subsidiary of XL Companies (XLC)** has been petitioned by the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (IW) to represent XLC's Iron Workers.

### **Objective**

To educate your staff of their rights under the National Labor Relations Act and inform them of the consequences of third party representation. So that the XLC Iron Workers can make a fully informed decision.

### **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. 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% penalty to be assessed per month until payment is received. Reasonable expenses are defined as reasonable hotel and transportation costs (air and ground) plus \$65 per diem per consultant for meal costs.

### **Independent Contractor**



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

Consultant shall not be considered an agent **XLC** purpose whatsoever, nor shall Consultant have the right to, and shall not, commit **XLC** to any agreement, contract or undertaking. Consultant shall not use **XLC** 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 **XLC** regardless of whether such information is marked or identified as confidential. Because the unauthorized disclosure of confidential information would result in serious harm to **XLC**, 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 **XLC**. Upon completion or termination of this Agreement, RWP Labor and/or its consultants shall promptly give **XLC** all confidential information back to **XLC**.

**Security and Safety** RWP Labor recognizes that **XLC** has additional security requirements and will comply with all regulations and certifications.



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A handwritten signature in blue ink, appearing to read 'Russ Brown', is shown on a white background.

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**Russ Brown**

CEO, RWP Labor

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**Russell Bay**

title: