

February 24, 2024

Mr. John Sou  
Vice President & General Manager  
Sam-Will, Inc. d/b/a Fremont Hotel and Casino  
200 Fremont Street  
Las Vegas, NV 89101

Dear Mr. Sou,

### **Situation Assessment**

**Sam-Will, Inc. d/b/a Fremont Hotel and Casino ("Fremont")** has a recognition demand from the **United Federation LEOS- PBA**, which is seeking to become the exclusive bargaining representative of your security officers at Fremont.

Additionally, in your capacity as Vice President & General Manager of the California Hotel and Casino d/b/a California Hotel & Casino ("California") and M.S.W., INC. d/b/a Main Street Station Hotel and Casino ("Main Street"), you have requested proactive educational support at the California and Main Street.

### **Objective**

To educate your staff of their rights under the National Labor Relations Act and inform them of the potential consequences of third-party representation. In addition, at the California and Main Street, to educate staff of the gravity of the potential legal consequences of signing an authorization card. To help your Fremont management team navigate an organizing campaign.

### **Intervention(s)**

RWP Labor ("RWP Labor" or "Consultant") will provide consultant(s) to communicate with the employees and management teams on multiple impact points, including 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. 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. Reasonable expenses are defined as reasonable transportation costs (air and ground) plus \$70 per diem for meal allowance. Should the campaign require four or more consultants simultaneously the day rate per consultant will be **\$3,500** per day.

### **Independent Contractor**

The relationship of RWP Labor to **Fremont, California, or Main Street** is that of an independent contractor and nothing herein shall be construed as creating an employment, joint employment, or agency relationship with consultant(s) or any of Consultant's employees or subcontractors.

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

Consultant shall not have the right to, and shall not, commit **Fremont, California, or Main Street** to any agreement, contract or undertaking.

Consultant shall not use **Fremont, California, or Main Street** 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 **Fremont, California, and/or Main Street** regardless of whether such information is marked or identified as confidential. Because the unauthorized disclosure of confidential information would result in serious harm to **Fremont, California, and/or Main Street**, 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 **Fremont, California, and/or Main Street**. Upon completion or termination of this Agreement, RWP Labor and/or its consultants shall promptly give **Fremont, California, and/or Main Street** all confidential information back to **Fremont**.

### **Security and Safety**

RWP Labor recognizes that **Fremont California, and/or Main Street** has additional security requirements and will comply with all regulations and certifications.

### **Miscellaneous**

RWP Labor represents and warrants that its actions, rendering of services and work product in accordance with this Agreement shall comply with all applicable laws, rules, and regulations.

RWP Labor also represents and warrants that it and/or its consultants' work hereunder will be performed in a professional manner with skill and diligence.

### **Governing Laws**

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Nevada. The adjudication of any material dispute based upon this Agreement shall take place in a court of competent jurisdiction located in Clark County, Nevada. Both parties waive their right to a jury trial if litigation ensues under this Agreement.

### **Severability**

In the event any provision of this Agreement is held to be void, unlawful, or otherwise unenforceable, that provision will be severed, and the remainder of this Agreement will remain in full force and effect.

### **Amendments**

Except as otherwise provided in this Agreement, no changes, modifications, amendments, or supplements of any of the provisions of this Agreement will be valid unless agreed to in writing and signed by both Parties.

### **Entirety of Agreement**

This Agreement, together with all attachments, constitutes the entire agreement between the Parties.

### **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

### **Termination of Services and this Agreement**

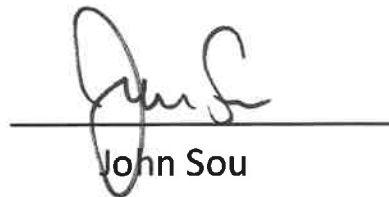
This Agreement may be terminated by either party at any time provided that the party requesting termination immediately gives written notice of the request for termination to the other party.



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**Russ Brown**

CEO, RWP Labor



Vice President & General Manager