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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): September 05, 2025**

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**Myers Industries, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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**Ohio**  
(State or Other Jurisdiction  
of Incorporation)

**001-8524**  
(Commission File Number)

**34-0778636**  
(IRS Employer  
Identification No.)

**1293 South Main Street**  
**Akron, Ohio**  
(Address of Principal Executive Offices)

**44301**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (330) 253-5592**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, without par value	MYE	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On September 5, 2025, Myers Industries, Inc. (the “Company”) issued a press release announcing the appointment of Samantha Ruty as the Company’s Executive Vice President and Chief Financial Officer effective September 22, 2025. Daniel Hoehn, who was appointed as Interim Chief Financial Officer effective May 2, 2025, as first reported in the Company’s Current Report on Form 8-K filed on April 2, 2025, will continue to serve as Interim Chief Financial Officer through September 22, 2025, on which date he will continue to serve as the Company’s Vice President and Corporate Controller. The full text of the Company’s press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Ms. Ruty, age 44, most recently served as Vice President and Chief Financial Officer, North America, of The Brink’s Company (NYSE: BCO), from November 2022 through present. Brink’s is a leading global provider of cash and valuables management, digital retail solutions, and ATM managed services. Prior to that role, Ms. Ruty served in a variety of leadership roles in finance at Eaton Corporation plc (NYSE: ETN) for over 20 years, including Director of Finance of eMobility from May 2021 through November 2022, Division Controller – Fluid and Electrical Distribution from January 2020 through April 2021, and Division Controller – Fuel and Motion Controls Aerospace from June 2014 through January 2020. Eaton is a global power management company helping customers solve their greatest power challenges through industry leading electrical, aerospace, hydraulic and vehicle products and services.

Ms. Ruty’s base salary initially will be \$450,000, subject to annual review. She will receive upon commencement of employment (i) a cash bonus in the amount of \$580,000, payable in two installments, with \$290,000 payable on the first regular payroll date following her start date, and \$290,000 payable on the first regular payroll date following the six month anniversary of her start date conditioned on her continued employment until that time, (ii) an award of restricted stock units subject to pro-rata vesting over a two-year period with a grant date value of \$315,000, and (iii) an award of performance-based stock units with a grant date target value of \$315,000 subject to vesting on March 16, 2028 based on Company performance on financial metrics determined by the Compensation and Management Development Committee of the Board of Directors (the “CMD”).

Ms. Ruty will be eligible to participate in the following compensation and benefit programs of the Company: (i) the annual incentive program at a target benefit of 70% of her annual base salary, on a pro-rated basis for the 2025 calendar year, (ii) beginning in the 2026 calendar year, the long-term incentive program at a target award value of 140% of her annual base salary, comprised 50% of restricted stock units subject to pro-rata vesting over a three-year period, and 50% of performance-based stock units subject to vesting at the end of three years based on Company performance on financial metrics to be determined by the CMD, and (iii) the Senior Officer Severance Plan, which provides severance benefits under certain events of termination, a copy of which was filed as Exhibit 10.16 to the Company’s Annual Report on Form 10-K filed March 5, 2024. Ms. Ruty has also entered into a Non-Competition, Non-Solicitation and Confidentiality Agreement with the Company effective September 22, 2025 as a condition of her participation in the Severance Plan and under terms and conditions substantively consistent with agreements entered into with other executive officers, including a noncompete period of 12 months following any termination and restrictive covenants prohibiting solicitation of Company customers and employees. The foregoing summary is not complete and is qualified in its entirety by reference to the full and complete terms of the Non-Competition and Confidentiality Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

## **Item 7.01 Regulation FD Disclosure.**

As described in “Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers” above, on September 5, 2025, the Company issued a press release announcing the appointment of Samuel Ruty as Executive Vice President and Chief Financial Officer. The full text of the Company’s press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Pursuant to General Instruction B.2 of Current Report on Form 8-K, the information in this Item 7.01 is being furnished and shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section. Furthermore, the information in this Item 7.01 shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act except as may be expressly set forth by specific reference in such filing.

## **Item 9.01 Financial Statements and Exhibits.**

### (d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#">Non-Competition, Non-Solicitation and Confidentiality Agreement effective September 22, 2025</a>
99.1	<a href="#">Press Release dated September 5, 2025</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Myers Industries, Inc.

Date: September 5, 2025

By: /s/ Aaron Schapper  
President and Chief Executive Officer

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**NON-COMPETITION, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT**

THIS NON-COMPETITION, NON-SOLICITATION and CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is entered into effective as of September 22, 2025 between Myers Industries, Inc., an Ohio Corporation, and its subsidiaries (collectively the “**Company**”) and Samantha Ruty (the “**Employee**”).

**RECITALS:**

1. The Company is a diversified international manufacturer of polymer products for the industrial, agricultural, automotive, commercial and consumer markets and distributor of tools, equipment and supplies for tire service and under vehicle repair. The business of the Company is operated by the Company itself and through its various operating divisions and subsidiaries, all together with the Company being collectively referred to in this Agreement as the “Company Group.”

2. Employee is being employed as Executive Vice President and Chief Financial Officer of the Company, and the execution of this Agreement is a condition of such employment and continued employment.

3. The Company Group has acquired and established valuable and competitively sensitive information through its business, research, development and practices, which information is described more extensively herein, and is collectively referred to as the “Confidential Information.” To protect the interests of the Company Group and the competitive advantage derived from the Confidential Information, it is necessary that such Confidential Information be kept secret and confidential.

4. The Employee, from and after the commencement of employment, will be engaged in activities such that the Employee will have extensive access to and become familiar with, and may develop or contribute to, some or all of the Confidential Information. In addition, Employee will have extensive contact with; and/or receive Confidential Information concerning, the customers of the Company Group. The Employee recognizes that the Confidential Information and the Company Group’s customer relationships are vital to the success of the Company and that extensive, irreparable harm would result were such Confidential Information to be used or disclosed outside the Company Group or if Employee were to engage in certain activity which competes with the Company Group members.

NOW, THEREFORE, in view of the above and in consideration for the mutual covenants and promises set forth below, the parties agree as follows:

1. **Confidential Information:** For purposes of this Agreement, Confidential Information includes, but is not limited to, business plans and strategies, marketing plans and strategies, customer lists, customer purchasing information, customer contact information, product design and development information, personnel information, methods of operation, technical services, non-public financial information, business development plans and strategies, system analyses, quality control programs and information, computer programs, software and hardware configurations, information regarding the terms of the Company Group’s relationships with suppliers, pricing information, cost information, processes and techniques, creations, innovations, and any other information which the Company Group members may reasonably treat or designate as confidential from time to time. The Company believes that all Confidential Information constitutes trade secret information under applicable law. Employee shall, however, maintain the confidentiality of all Confidential Information whether or not ultimately determined to be a trade secret, and whether or not marked as confidential.

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## 2. Confidentiality and Non-Competition:

### A. Covenants

(a) Employee acknowledges that Employee is being provided access to the Confidential Information in order to enhance and maximize Employee's performance in Employee's position. Employee further acknowledges that the Company Group would be irreparably injured and the good will of the Company Group would be irreparably damaged if Employee were to breach the covenants set forth in this Paragraph 2. Employee further acknowledges that the covenants set forth in this Paragraph 2 are reasonable in scope and duration and do not impose an undue hardship on Employee or unreasonably restrict Employee's association with other business entities, either as an employee or otherwise as set forth herein.

(b) During Employee's employment with the Company Group and any time thereafter, except as may be required by law or with the express prior written consent of the President and Chief Executive Officer of the Company, Employee shall not, directly or indirectly, disclose, disseminate, reveal, divulge, discuss, copy or otherwise use or suffer to be used, any Confidential Information other than in the authorized scope of Employee's employment; provided, however, that the foregoing restrictions and obligations shall not apply to any Confidential Information that Employee establishes to the reasonable satisfaction of the Company that was generally available to the public other than as a result of a disclosure by Employee. Upon termination of employment, no matter what the reason for such termination, and at any other time upon the request of the Company or any Company Group member, Employee shall immediately return any and all Confidential Information and all other materials, property and information in tangible or electronic form concerning the business and affairs of the Company Group and/or its customers, in each case, then in Employee's possession; provided, however, that notwithstanding anything to the contrary in the foregoing, Employee may retain electronic copies of Employee's calendar and contacts, and information in tangible or electronic form concerning Employee's compensation and benefits from the Company Group.

Nothing in this Agreement is meant to prohibit the Employee from disclosing or discussing conduct that the Employee reasonably believes to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, sexual assault, or conduct that violates the law.

(c) Employee agrees that during Employee's employment and for a period of twelve (12) months following the termination of such employment, no matter what the reason for such termination, Employee will not directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, do or suffer any of the following:

(i) Own, manage, control, participate in the ownership, management or control of, be employed or engaged by or otherwise affiliated or associated as a consultant, independent contractor or otherwise with, any person or business entity that competes with any member of the Company Group which Employee was employed by, provided material services to, and/or was otherwise sufficiently involved with to possess knowledge of its Confidential Information and/or its customer relationships (each a "Protected Company Group Member") in the United States or in any geographic area(s) outside the United States in which any such Protected Company Group Member has operations or sells a material amount of products or services (the "Restricted Territory"). Without limiting the generality and scope of the foregoing, any business entity or person providing products or services competitive with those of a Protected Company Group Member in the Restricted Territory from either inside or outside the Restricted Territory

is deemed to be competing within the Restricted Territory. For purposes of this Agreement, the phrase “competes with” means providing services and products which are the same as, similar to, reasonably substitutable for, or otherwise reasonably capable of displacing the services and products of a Protected Company Group Member. Notwithstanding the foregoing, (A) Employee’s passive investment ownership of not more than one percent (1%) of the stock of any publicly traded corporation shall not be deemed a violation of this provision, and (B) Employee may, without violating this Agreement, work for a non-competitive portfolio company of a private equity sponsor that owns a portfolio company that is competitive with the Company Group provided that Employee is not involved in operations of the portfolio company that is competitive with the Company Group.

(ii) Solicit, provide, sell, attempt to provide or sell, or otherwise deliver or supply any products or services which compete with the products or services of a Protected Company Group Member to any person or business entity which is or was a customer or prospective customer of such Protected Company Group Member at any time during the last twelve (12) months of Employee’s employment with the Company Group, nor shall Employee in any way assist any other person or entity in such activity. For purposes of this Agreement, (1) the phrase “products or services which compete with the products or services of a Protected Company Group Member” means products or services which are the same as, similar to, reasonably substitutable for, or otherwise capable of displacing the products or services of such Protected Company Group Member; and (2) the term “prospective customer” means any person or entity a Protected Company Group Member solicited, called on or otherwise specifically identified as a target for the sale of its products or services.

(iii) Solicit, hire or otherwise engage the services of any person who then currently is, or who at any time during Employee’s last twelve (12) months of employment was, an employee, consultant, or independent contractor of any Company Group member, or otherwise encourage or induce any such person to discontinue his or her relationship with any Company Group member. The foregoing shall not apply to (i) an employee who responds to a general solicitation not targeted to the Company Group’s employees, or (ii) a request that Employee provide a referral on behalf of an employee. Employee will not engage in any business relationship with any subcontractor, supplier or service provider of any Company Group member which interferes with such Company Group member’s relationship with such subcontractor, supplier or service provider, or in any way causes such subcontractor, supplier or service provider to reduce, alter, modify or discontinue the business it (they) do(es) with a Company Group member.

3. **Inventions:** Employee hereby expressly agrees that all research discoveries, inventions and innovations (whether or not reduced to practice or documented), improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or unpatentable, and whether or not reduced to writing), Confidential Information and copyrightable works, and similar and related information (in whatever form or medium), which (1) either (i) relate to actual or anticipated business, research and development or existing or future products or services of any Company Group member or (ii) result from or are suggested by any work performed by the Employee of any Company Group member and (2) are conceived, developed, made or contributed to in whole or in part by the Employee during Employee’s employment (“Work Product”), shall be and remain the sole and exclusive property of the Company or of any Company Group member designated by the Company for such purpose.

(i) Work Made for Hire. The Employee acknowledges that, unless otherwise agreed in writing by the Company, all Work Product eligible for any form of copyright, trademark or patent protection made or contributed to in whole or in part by the Employee within the scope of Employee's employment during the period of Employee's employment shall be deemed a "work made for hire" and shall be owned by the applicable Company Group member.

(ii) Assignment of Proprietary Rights. The Employee hereby assigns, transfers and conveys to the applicable Company Group member any Work Product designed for or by the Company, and shall assign, transfer and convey thereto, all right, title and interest in and to all inventions, ideas, improvements, designs, processes, patent rights, copyrights, trademarks, service marks, trade names, trade secrets, trade dress, data, discoveries and other proprietary assets and proprietary rights in and of the Work Product (the "Proprietary Rights") for the applicable Company Group member's exclusive ownership and use, together with all rights to sue and recover for past and future infringement or misappropriation thereof

(iii) Further Instruments. At the request of the Company or any Company Group member during Employee's employment and thereafter, the Employee will promptly and fully assist the Company Group member designated by the Company in effecting, at its sole cost, the purpose of the foregoing assignment, including but not limited to the further acts of executing any and all documents reasonably necessary to secure for the applicable Company Group member such Proprietary Rights and other rights to all Work Product and all Confidential Information related thereto, providing cooperation and giving testimony. If Employee's assistance is required after termination of Employee's employment with the Company Group, the Company will use its reasonable efforts to accommodate Employee's other commitments and reimburse Employee for expenses reasonably incurred in connection with Employee's assistance.

(iv) Inapplicability of Section 3 in Certain Circumstances. The Company expressly acknowledges and agrees that, and the Employee is hereby advised that, this Section 3 does not apply to any invention for which no equipment, supplies, facilities, trade secret information or Confidential Information of any Company Group member was used and which was developed entirely on the Employee's own time, unless (i) the invention relates to the business of any Company Group member or its actual or demonstrably anticipated research or development or (ii) the invention results from or is suggested by any work performed or observed by the Employee for any Company Group member.

4. Remedies: Employee acknowledges that the restrictions contained in paragraphs 1, 2 and 3 of this Agreement are reasonable in light of Employee's position and are necessary to protect the Company Group from unfair competitive harm. Employee further acknowledges that any breach of this Agreement will result in immediate irreparable harm to the Company Group and that the Company shall be entitled to seek immediate injunctive relief upon any such breach, in addition to all other legal and equitable remedies the Company may have. This Agreement is to be construed as separate and independent from any other obligations and any claim by Employee asserted against the Company Group or any member thereof and shall not constitute a defense to the enforcement of this Agreement. In the event any court determines that the restrictions set forth herein are unreasonable or unenforceable for any reason, the court will enforce such restrictions to the fullest extent permitted by law.

5. Position of Employment: Employee expressly acknowledges that the obligations contained in paragraphs 1, 2 and 3 of this Agreement shall remain in full force and effect during Employee's employment in any position for the Company or any Company Group member and with respect to any Confidential Information.

6. Validity: In the event any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be unreasonable, unenforceable, arbitrary, or against public policy, then such provision, or portion thereof, shall be enforced against the Employee to the fullest extent the court deems to be reasonable or in accordance with public policy and/or applicable law. In the event any provision of this Agreement shall for any reason be wholly invalid, or unenforceable in any respect, such invalidity shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never part of this Agreement.

7. Miscellaneous: Employee acknowledges that the Employee has carefully read this entire Agreement and fully agrees with and understands all of the provisions hereof. This Agreement supersedes all prior agreements between any Company Group member and the Employee regarding the subject matter of this Agreement and constitutes the entire agreement between the parties with respect to such subject matter. The Employee further agrees that in executing this Agreement, the Employee has not relied on any written or oral representations, promises, conditions, or understandings of any Company Group member, express or implied, regarding the subject matter of this Agreement, except as set forth herein. This Agreement may not be amended or modified other than in writing signed by the parties. This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Ohio without regard to any State's choice of law, rules or principles. Employee and the Company expressly agree that any legal action arising out of or related to this Agreement will be brought exclusively in the state or federal courts located in Summit County, Ohio, and each party expressly consents to the jurisdiction of such courts and waives any and all objections to the jurisdiction or venue thereof. This Agreement may be assigned to any successor-in-interest to the business of the Company or any Company Group member without the consent of Employee, but may not be assigned by Employee to any third party. This Agreement is not a contract of employment for any definite period and Employee acknowledges that Employee's employment is terminable at-will.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first set forth above.

**COMPANY**

Myers Industries, Inc.

Date: September 5, 2025

By: /s/ Aaron Schapper  
Aaron Schapper  
President and Chief Executive Officer

**EMPLOYEE**

Date: September 5, 2025

By: /s/ Samantha Ruty  
Samantha Ruty  
Executive Vice President and  
Chief Financial Officer  
(Effective September 22, 2025)

**Contact:** Claudia Kaeberlein, Communications & PR Manager

**Phone:** 330-761-5658 (mobile)

**Email:** [ckaeberlein@myersind.com](mailto:ckaeberlein@myersind.com)

## **Myers Industries Appoints Samantha Rutty as Executive Vice President and Chief Financial Officer**

**AKRON, Ohio (Sept. 5, 2025)**—Myers Industries, Inc. (NYSE: MYE), a leading manufacturer of products that protect the world from the ground up, today announced that Samantha Rutty, 44, has been appointed Executive Vice President and Chief Financial Officer, effective Sept. 22, 2025.



Ms. Rutty brings to her new role more than two decades of finance leadership experience across global services and manufacturing companies. She joins Myers from The Brink's Company, where she had served as Vice President and Chief Financial Officer of Brink's North America since Nov. 2022. Brink's is a leading global provider of cash and valuables management, digital retail solutions, and ATM managed services.

Prior to Brink's, she spent 20 years with Eaton Corporation in a series of senior finance roles, including Director of Finance, eMobility; Division Controller, Fluid and Electrical Distribution; and Division Controller, Fuel and Motion Controls Aerospace. Eaton is a global power management company providing industry-leading electrical, aerospace, hydraulic, and vehicle products and services.

"We are excited to welcome Samantha to Myers," said Aaron Schapper, President and Chief Executive Officer. "She is a proven finance leader with a wide range of experience at industry-leading companies. She will be a strong partner as we continue to strengthen Myers and deliver results for our customers and shareholders."

Ms. Rutty earned an MBA from Western Michigan University's Haworth College of Business and a Bachelor of Arts in business studies from the University of Lancashire.

She succeeds Daniel Hoehn, who has served as interim CFO since May 2, 2025. Mr. Hoehn will continue in his role as Vice President and Corporate Controller following the transition.

### **About Myers Industries**

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Myers Industries Inc., based in Akron, Ohio, is a leading manufacturer of sustainable plastic and metal products that protect the world from the ground up for Consumer, Vehicle, Food & Beverage, Industrial, Infrastructure, and Automotive Aftermarket end markets. Myers Industries has a rich history that is built on strong brands and innovative products. Through years of continuous product development and strategic acquisitions, the company has established itself as a leading diversified industrial company, providing customers with critical solutions that deliver exceptional value. Visit [myersindustries.com](http://myersindustries.com) to learn more.

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