

ER

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.

STAR WASTE SYSTEMS,
LLC and ATLAS GROUP LLC

Plaintiff,

v.

ALLIED WASTE SERVICES OF MA,
LLC d/b/a REPUBLIC SERVICES

COMPLAINT

PARTIES

1. The Plaintiff, Star Waste Systems, LLC (“Star”), is a Massachusetts limited liability company organized under the laws of the Commonwealth of Massachusetts with its principal place of business at 686 Manley Street, West Bridgewater, Massachusetts.
2. The Plaintiff, Atlas Group LLC (“Atlas”), is a Massachusetts limited liability company organized under the laws of Massachusetts with its principal place of business at 223 Harvard Avenue, Boston, Massachusetts.
3. Defendant, Allied Waste Services of MA, LLC d/b/a Republic (“Republic”), is a limited liability company organized under the law of the Commonwealth of Massachusetts with a principal place of business located at 155 Federal Street, Suite 700, Boston, Massachusetts.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the matter pursuant to G.L. c.231A as this is an actual controversy between the parties concerning legal rights and obligations arising under the

Republic Contract and the enforceability of relevant provisions. Specifically, Atlas is a customer of Republic and Star received a cease-and-desist letter, dated July 3, 2025, from Republic demanding that Star cease any contact with Republic customers and accusing Star of intentionally interfering with Republic's contractual and business relations.

5. Venue is proper in this Court under G.L. c. 223, sec. 8, as the parties conduct business in Suffolk County and the dispute has arisen in this jurisdiction.

FACTS

6. Star and Republic are both engaged in the business of commercial and residential waste hauling and removal.
7. In or around July 1, 2025, union employees of Republic initiated a widespread labor strike which has continued through today.
8. During the strike, Republic has materially breached the Republic Contract with its customers in numerous municipalities and business districts leading to a significant, unsafe and unsanitary buildup of trash in public and private areas.
9. The buildup of trash in public and private ways, streets, alleys can be seen throughout cities and municipalities. See Photos, Exhibit 1.
10. On September 26, 2023, Atlas entered into the Republic Contract for waste removal services at 1578 Beacon Street, Brookline, Massachusetts. See Contract, Exhibit 2. 1578 Beacon Street is an 8 unit residential building that houses 32 people including 2 children. Atlas is the property manager for 1578 Beacon Street.
11. Since July 1, 2025, Republic has materially breached the Republic Contract with Atlas through not providing waste removal services. As a result, garbage has piled up at the property. See Property Photos, Exhibit 3. The property now has rodents and a terrible

stench because of the garbage. Neighbors have begun to complain to the residents and Atlas about the rodents and stench. Certain tenants have now threatened to withhold rent because of the trash piling up, rodents and stench. Atlas' reputation is now becoming impacted because of the negative publicity regarding its management of 1578 Beacon Street. The garbage piling up is a nuisance and is dangerous to the children at the property.

12. Because of the trash piling up, Atlas is now subject to citations from the Town of Brookline and the Health Department.
13. Republic's customers, including Atlas, have contacted Star to request waste removal services because of Republic's material breach of the Republic Contract. Star, in response to the customers' requests, has sought to offer waste removal services to certain businesses and individuals currently under contract with Republic who are no longer receiving timely or adequate waste removal services.
14. In response, Republic sent Star a cease-and-desist letter dated July 3, 2025 ("Republic's Cease & Desist Letter"). See Republic's Cease & Desist Letter, Exhibit 4. Republic's Cease & Desist letter claims that Star, through attempting to provide services to customers in desperate need of waste removal, is "exposing these customers to potential liability for breach of their existing contracts with Republic." Republic also claims that Star is intentionally interfering with Republic's contractual relations.
15. Republic has taken the position with its customers that Paragraph 18 (c) of the Republic Contract allows Republic to materially breach the Republic Contract without consequences to Republic but with tremendous exposure to its customers. See Email, Exhibit 5. Apparently, Republic believes that it can materially breach the Republic

Contract, allow unsanitary and dangerous conditions to exist and, when its customers seek to rectify the terrible situation through hiring alternative waste removal services, Republic can assess significant liquidated damages against its customers pursuant to Paragraph 14 of the Republic Contract.

16. Republic has materially breached the Republic Contract because it is unable to fulfill its end of the bargain by providing timely and adequate waste removal.
17. Paragraph 18 (c) of the Republic Contract does not provide for indefinite non-performance nor does it prohibit customers from seeking alternative services during prolonged disruptions in service.
18. Paragraph 18 (c) of the Republic Contract, under the heading “**Miscellaneous**”, contains the following language, in small font, buried in a long paragraph:

Except for Customer’s obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

19. Paragraph 14 of the Republic Contract states:

LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company’s breach (or if Company terminates this Agreement due to Customer’s non-payment), Customer shall pay Company an amount equal to the average Charges from Customer’s last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

20. Star and Atlas dispute the broad applicability of Paragraphs 18 (c) and 14 of the Republic Contract to the current circumstances and believe that Republic's position is legally unsupported.
21. Without a judicial determination of their rights, Star and Atlas face legal uncertainty and potential exposure to liability (Star for servicing Republic's customers and Atlas for terminating the Republic Contract).

COUNT I
DECLARATORY JUDGMENT
(Star and Atlas v. Republic)

22. Star and Atlas repeat and reallege paragraphs 1 through 22 above as if fully set forth herein.
23. An actual controversy exists between the parties regarding the interpretation and enforceability of Paragraph 18 (c) and Paragraph 14 of the Republic Contract which is being used by Republic to prevent its customers--through the threat of severe liquidated damages--from seeking desperately needed waste removal services.
24. Paragraph 18 (c) of the Republic Contract broadly states:

Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

25. Paragraph 14 of the Republic Contract states:

LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount

does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

26. Star and Atlas dispute the broad applicability of Paragraphs 18 and 14 of the Republic Contract to the current circumstances and believes that Republic's position is legally unsupported.
27. Republic has caused severe service disruptions that impact public health.
28. Republic is in material breach of the Republic Contract.
29. Republic cannot prevent its customers, such as Atlas, from seeking alternative waste removal services, and Republic cannot lawfully prevent Star from servicing impacted clients such as Atlas.
30. Star and Atlas are entitled to a judicial declaration that:
 - a. The labor strike affecting Republic does not excuse Republic's prolonged non-performance;
 - b. Republic's clients are not contractually barred from terminating the Republic Contract due to the strike and are not subject to liquidated damages; and
 - c. Star is not committing tortious interference by offering or providing waste removal services to clients previously served by Republic.
31. A declaratory judgment will resolve this legal uncertainty and guide the conduct of the parties in a lawful and fair manner.

COUNT II

TORTIOUS INTENTIONAL INTERFERENCE WITH ADVANTAGEOUS BUSINESS RELATIONS

(Star v. Republic)

32. Star and Atlas repeat and reallege paragraphs 1 through 31 above as if fully set forth herein.
33. Star has existing and prospective advantageous business relationships with various customers who are or were under contract with Republic for waste collection services.
34. Star has engaged in lawful and fair competition by offering its services to clients of Republic who are no longer receiving regular or adequate waste removal.
35. Republic has actual knowledge of these business relationships and Star's legitimate efforts to provide services to customers in need.
36. Republic has intentionally and improperly interfered with Star's business relationships by falsely informing customers that they are prohibited from terminating their contracts, and will be liable for liquidated damages or legal penalties if they the Republic Contract and engage Star.
37. These threats and misrepresentations are made not for a lawful or proper purpose, but to intimidate customers, suppress competition, and preserve Republic's market share despite its inability to provide contracted services.
38. Republic's interference is not justified by any legitimate contractual right.
39. As a direct and proximate cause of Republic's conduct, Star has suffered damages in the form of lost business opportunities, reputational harm, and lost profits.
40. Republic's actions were willful, intentional, and undertaken with malice for Star's business interests.

COUNT III

BREACH OF CONTRACT

(Atlas v. Republic)

41. Star and Atlas repeat and reallege paragraphs 1 through 40 above as if fully set forth herein.

42. Atlas and Republic entered into the Republic Contract.

43. As set forth above, Republic has breached the Republic Contract.

44. As a result of the breach, Atlas has suffered damages.

WHEREFORE, the Plaintiffs Star and Atlas prays that this Honorable Court:

1. Enter a declaratory judgment in favor of Star Waste Systems, LLC and Atlas Group LLC stating that:
 - a. The strike does not constitute an event excusing Republic from performance under the Republic Contract;
 - b. Republic's clients, including Atlas, may lawfully terminate or rescind the Republic Contract due to Republic's material breach and not be subject to liquidated damages; and
 - c. Star is not liable for tortious interference by accepting or soliciting business from such clients.
2. Award damages to Star and Atlas; and
3. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

STAR WASTE SYSTEMS, LLC
and ATLAS GROUP LLC
By its Attorneys,

/s/ Ronald W. Dunbar, Jr.

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Dated: July 15, 2025

EXHIBIT 1







EXHIBIT 2

TERMS AND CONDITIONS

- 1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
- 2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
- 3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
- 4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
- 5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
- 6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
- 7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.
- 8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waste, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
- 9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
- 10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
- 11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
- 12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
- 13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL: [Redacted]

DATE: [Redacted]

EXHIBIT 3







EXHIBIT 4

McAULIFFE LAW ASSOCIATES
ATTORNEYS AT LAW

JOHN M. McAULIFFE
LANA J. McAULIFFE
JAMES J. RONAN, *Of Counsel*

John@jm-law.net

July 3, 2025

Star Waste Systems, LLC
Star Waste Transportation, LLC
Atten: Patsy Sperduto
686 Manley Street
West Bridgewater MA 02379

Via email: Patsy@starwastesystems.com, ps@bostoncarting.net, & Priority Mail

DEMAND TO CEASE & DESIST
INTENTIONAL INTERFERENCE WITH CONTRACT
NOTICE OF POTENTIAL LITIGATION

Mr. Sperduto:

This firm represents Allied Waste Services of Massachusetts, LLC d/b/a Republic Services (hereinafter "Republic").

This document shall serve as formal demand to Star Waste Systems, LLC and Star Waste Transportation, LLC (hereinafter collectively referred to as "SW"), and all related entities, to cease and desist all intentional interference with Republic's contractual customers.

My client is aware that SW is contacting Republic's customers and FALSELY informing them that "[I]f you leave Republic there will not be a breach of contract fee." (See attached text correspondence). This is a patently untrue statement, fabricated by SW, and made intentionally to induce contractual customers of Republic to terminate their valid contracts with Republic. This behavior is prohibited by Massachusetts law and renders SW liable for all damages flowing from these improper and intentional acts. Inducing a contractual customer of Republic to terminate its valid contract by falsely promising that Republic will not pursue its contractual remedies most certainly constitutes intentional interference with contract. See Melo-Tone Vending, Inc. v. Sherry, Inc., 39 Mass.App.Ct. 315 (1995); Bourgeois v. Hurley, 8 Mass.App.213 (1979), citing Antonellis v. Northgate Constr. Corp., 362 Mass. 847,851 (1973); United Truck Leasing Corp. v. Geltman, 406 Mass. 811 (1990). Due to the particularly deceptive and predatory nature of its conduct, SW is also potentially liable for multiple damages and attorney's fees pursuant to M.G.L. Chapter 93A.

Further, be advised that by counseling Republic's customers that "there will not be a breach of contract fee" if they terminate services, SW is directly exposing these customers to potential liability for breach of their existing contracts with Republic.

If SW does not immediately cease and desist its tortious interference, my client will file suit to restrain this conduct and to collect all damages for SW's intentional interference with contractual relations, as well as multiple damages and attorney's fees under M.G.L. Chapter 93A.

Sincerely,



John M. McAuliffe

Enclosure

cc: Star Waste Systems, LLC
Star Waste Transportation, LLC
c/o Cogency Global, Inc., Resident Agent
45 School Street, Suite 202
Boston MA 02108

Hi,

I work for Starr Waste. I visited this location this afternoon, you currently have Republic Services and they are on strike. You're trash is full and we can service this location easily.

If you leave Republic there will not be a breach of contract fee. We can also service this location 7 days a week.

I would love to be able to help you get your trash picked up.

EXHIBIT 5

From: "Noel, John" <JNoel5@republicservices.com>
Date: July 2, 2025 at 2:35:49 PM EDT
To: chris@wadleighassociates.com
Cc: "Sencabaugh, Jonathan"
<jsencabaugh@republicservices.com>
Subject: Cancellation Request

Chris,

John Noel here, Sales Supervisor for Republic Services. I received an email outlining your desire to cancel service due to breach of contract. I have attached your signed agreement outlining in section 18 our strike clause, which outlines, delays in service due to a strike, does not constitute a breach of contract. It has also come to our attention that the competition is out on the streets looking to exploit our work stoppage, telling our customers a falsehood. That falsehood is that because of the strike, you as the customer can cancel the service. Please understand, if that has occurred, you have been provided false information and should you continue with cancelling your service, they have placed you in a difficult position.

If in fact, this has not occurred, we at Republic Services understand the difficult situation you're facing. We are working diligently to service our customers and are adjusting routes multiple times daily, prioritizing our customers in the most difficult situations. We have placed your account on our priority customer list and will service as soon as possible. Should you incur any cost due to fines, or you've opted to bring in 800 Got Junk, Republic Services will reimburse you for your any expenses incurred, with a receipt.

If we have not reached an agreement with the union, starting next week, we have planned to bring in a nation-wide team to service our customers. We apologize for the inconvenience. Let me know if you have any questions.

Regards,

Thank You

John Noel

Sales Supervisor

320-A [Charger St.](#)

[Revere, MA. 02151](#)

BU Boston

e jnoel5@republicservices.com

o 617.459.3163

w RepublicServices.com

<image001.jpg>

<image002.png>

<Republic Signed Contract 154 West Second 041525.pdf>