

SETTLEMENT AGREEMENT AND RELEASE
BETWEEN
JRM HAULING AND RECYCLING SERVICES, LLC
AND
COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

This Settlement Agreement (the “Agreement”) is entered into among the Commonwealth of Massachusetts (the “Commonwealth”), by and through the Office of Attorney General Andrea Joy Campbell (the “AGO”), and JRM Hauling and Recycling Services, LLC (“Republic”). The foregoing parties are hereinafter collectively referred to as the “Parties.”

WHEREAS, Republic Services, Inc., a Delaware corporation, is a national waste removal and recycling company with a principal place of business in Phoenix, Arizona;

WHEREAS, 623 Landfill, Inc. (“623 Landfill”), a Virginia Corporation, is an indirect and wholly-owned subsidiary of Republic Services, Inc. with a principal place of business in Phoenix, Arizona;

WHEREAS, JRM Hauling and Recycling Services, LLC, is a Massachusetts limited liability company, which was converted from JRM Hauling and Recycling Services, Inc. (collectively, “JRM”) on May 12, 2022;

WHEREAS, Republic, Republic Services, Inc., 623 Landfill, and JRM are collectively referred to as the “Republic Affiliated Entities”

WHEREAS, on or about May 16, 2022, 623 Landfill acquired all equity interests in JRM and related entities (the “JRM Acquisition”);

WHEREAS, the City of Lawrence (“Lawrence”) is political subdivision within the meaning of G.L. c. 12, § 5A;

WHEREAS, Lawrence entered into a contract with JRM as of October 19, 2019 (the “Contract”), pursuant to which JRM agreed to provide waste hauling and recycling services to Lawrence for an initial term commencing October 1, 2019 and ending September 30, 2024;

WHEREAS, Republic and Lawrence agreed to terminate the Contract effective November 16, 2022;

WHEREAS, this Agreement addresses the following “Covered Conduct,” which for purposes of this Agreement is limited to liability under chapter 12, section 5B of the Massachusetts False Claims Act;

1. The AGO investigated the facts and circumstances surrounding the JRM Acquisition and Republic’s management and execution of waste hauling and recycling services in Lawrence from August 1, 2022, through November 16, 2022, and whether Republic violated the Massachusetts False Claims Act (G.L. c. 12, § 5B), in connection with the services contemplated by the Contract and in obtaining funds from Lawrence in connection with the execution of the Contract; the AGO also investigated the facts and circumstances surrounding Republic’s management and execution of waste hauling and recycling services provided to political subdivisions of the Commonwealth as a result of the JRM Acquisition, specifically the City of Beverly, the City of Malden, the Town of Reading, and the Town of North Reading, and whether Republic violated the Massachusetts False Claims Act (G.L. c. 12, § 5B) in connection with the provision of those services in 2022; the AGO pursued its investigation through Civil Investigative Demands 2022-FCD-34 and 2022-FCD-35, which describe the scope of the investigation;
2. As a result of the investigation, the AGO alleges that in 2022 Republic engaged in conduct that violated the Massachusetts False Claims Act, G.L. c. 12, § 5B(a)(1) & (8);
3. In particular, the AGO alleges that in 2022 Republic submitted to Lawrence invoices for payment of waste hauling and recycling services that Republic knew it could not provide, and in so doing violated the Massachusetts False Claims Act, G.L. c. 12, § 5B(a)(1) by presenting multiple false claims for payment that Republic knew, or should have known, contained false information for the purpose of obtaining payment of Lawrence funds to which it was not entitled;

4. The AGO also alleges that in 2022 Republic misrepresented to Lawrence its capability to provide a “seamless transition” to perform the waste hauling and recycling services pursuant to the Contract following the JRM Acquisition, thereby inducing Lawrence to consent to the acquisition, and in so doing violated the Massachusetts False Claims Act, G.L. c. 12, § 5B(a)(8) by entering into an agreement, contract or understanding with Lawrence knowing the information contained therein was false, for the purpose of obtaining payment of Lawrence funds to which it was not entitled;

WHEREAS, this Agreement is intended to settle and resolve with finality the Covered Conduct; to effectuate such purpose, and in accordance with the mutual covenants and agreements contained herein, and with full authority to enter into this Agreement, the Parties hereby enter into and execute this Agreement and agree to be bound by all of its provisions;

WHEREAS, Republic neither admits nor denies the claims and allegations as set forth in the Covered Conduct;

WHEREAS, the Parties enter into this Agreement to avoid the expense and uncertainty of continued litigation;

NOW THEREFORE, in consideration of the mutual promises and obligations of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to fully and finally settle all claims, allegations, and causes of action relating to the Covered Conduct pursuant to the terms and conditions below:

MONETARY PAYMENT

1. Republic agrees to pay the total sum of \$525,000 (Five Hundred Twenty-Five Thousand Dollars) (“Settlement Amount”) to the Commonwealth.
2. No later than twenty (20) calendar days following the Effective Date, Republic shall pay the Settlement Amount by check payable to “Commonwealth of Massachusetts” upon receipt of a W-9.

3. If Republic fails to pay the Settlement Amount set forth in Paragraph 1, it shall be in default of this Agreement (“Default”). Interest will accrue at the rate of twelve percent (12%) per annum compounded daily from the date of Default on the remaining unpaid balance. Republic will reimburse the Attorney General for all reasonable costs of collection and enforcement of this Agreement, including attorneys’ fees and expenses.

NON-MONETARY RELIEF & RELEASES

4. In consideration of the execution of this Agreement, conditioned upon the full payment by Republic of the Settlement Amount, the Commonwealth hereby fully, finally, irrevocably and unconditionally releases Republic, together with its current and former direct and indirect parents, its affiliates, and its respective owners, officers, directors, agents, members, managers, employees and affiliates, and the successors and assigns of any of them, from all civil or administrative claims or causes of action, which were or could have been raised in any civil or administrative action or proceeding relating to the Covered Conduct, and from any claims, counterclaims, agreements, contracts, duties, damages, demands, costs, losses and expenses, (including attorneys’ fees and litigation costs actually incurred) of any nature whatsoever, in law or in equity, whether statutory or common law, whether known or unknown, liquidated or contingent, at law or in equity, or otherwise, arising in any way from the Covered Conduct, the Commonwealth’s investigation pertaining to the Covered Conduct, and/or this Agreement.

5. The release provided in Paragraph 4 is limited to civil and administrative liability arising from the Covered Conduct and does not extend to liability arising from any other conduct of Republic.

6. Republic, together with its current and former owners, officers, directors, agents, members, managers, employees and affiliates, and the successors and assigns of any of them,

hereby fully, finally, irrevocably and unconditionally releases the Commonwealth from all civil or administrative claims or causes of action, which were or could have been raised in any civil or administrative action or proceeding relating to the Covered Conduct, and from any claims, counterclaims, agreements, contracts, duties, damages, demands, costs, losses and expenses (including attorneys' fees and litigation costs actually incurred) of any nature whatsoever, in law and equity, whether statutory or common law, whether known or unknown, liquidated or contingent, at law or in equity or otherwise, arising in any way from the Covered Conduct, the Commonwealth's investigation pertaining to the Covered Conduct, and/or this Agreement.

ADDITIONAL TERMS

7. Each Party represents and warrants, through the signatures below, that the terms and conditions of this Agreement are duly and fully approved, and that execution of this Agreement by the undersigned counsel, and any other signatories on behalf of the persons and entities appearing on their respective signature pages, is duly and fully authorized.

8. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

9. This Agreement is not intended for use by any third party in any other proceeding, nor shall it create any rights on the part of any third party.

10. This Agreement and all its terms shall be construed as if mutually drafted with no presumption of any type against any Party that may be found to have been the drafter.

11. This Agreement constitutes the complete agreement between and among the Parties concerning the Commonwealth's investigation pertaining to the Covered Conduct and may not be amended except by an instrument in writing signed on behalf of all the Parties to this Agreement. No promises, representations, or warranties other than those set forth in this Agreement have been

made by any of the Parties. This Agreement supersedes all prior communications, discussions, or undertakings, if any, of the Parties, whether made orally or in writing.

12. The Republic Affiliated Entities agree not to make or authorize to be made any public statement denying, directly or indirectly, any of the Covered Conduct or creating the impression that the Covered Conduct is without factual basis. Nothing in this Agreement affects the Republic Affiliated Entities' (i) testimonial obligations; or (ii) their right to take legal positions in administrative proceedings, litigation, or other legal proceedings.

13. Consent to this Agreement does not constitute an approval by the Commonwealth of any of Republic's business acts and practices, and the Republic Affiliated Entities shall make no representations to the contrary.

14. The Parties agree that nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation. The Parties agree this Agreement and its terms shall not be admissible in any court or any other proceeding for any purpose, except to enforce this Agreement.

15. Republic acknowledges that it was represented by counsel with whom it has consulted concerning this Agreement.

16. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their respective successors and assigns.

17. In the event that any one or more of the provisions contained in this Agreement, other than provisions concerning payment and release, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

18. All communications from any Party concerning the subject matter of this Agreement shall be addressed as follows:

The Commonwealth: Colleen Nevin
Chief, False Claims Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
colleen.nevin@mass.gov

Republic: Martin Gaynor
Hunton Andrews Kurth LLP
60 State Street
Suite 2400
Boston, MA 02109
mgaynor@hunton.com

19. All communications from any Party to another Party concerning this Agreement shall be sent by either: 1) United States mail with a return receipt requested or 2) overnight delivery service with a signature required, and addressed to the signatory counsel for each Party, unless such communications are sent by email and a reply is written without written objection to the electronic means of communication.

20. All headings, titles and subtitles contained in this Agreement are solely for the purpose of reference, are not part of this agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

21. This Agreement is effective on the date of signature of the last signatory of the Agreement (the "Effective Date"). Scans and PDFs of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

22. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

23. This Agreement shall be covered in all respects by the laws of the Commonwealth of Massachusetts.

COMMONWEALTH OF MASSACHUSETTS
ANDREA JOY CAMPBELL
ATTORNEY GENERAL

Date:

Nicholas S. Cantrell 9-24-26
Nicholas Cantrell (BBO #707947)
Assistant Attorney General
False Claims Division
Office of the Attorney General
10 Mechanic Street, Suite 301
Worcester, MA 01608

JRM HAULING AND RECYCLING SERVICES,
LLC

Date:

John B. Nickerson 9-24-2026
Name: John B. Nickerson
Title: Vice President