

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between the City of San Pablo (“City”) and Richmond Sanitary Service, Inc. (“RSS”) in connection with the Teamsters Local 315 organized labor work stoppage (“Work Stoppage”) that occurred between July 8, 2025 and July 21, 2025, in order to fully and finally resolve any and all outstanding claims and demands asserted by City as a result of the Work Stoppage.

RECITALS

1. Republic provides collection services for the collection, processing, and disposal of solid waste, recyclable material, and organics to residents, multi-family and commercial customers in the City pursuant to an exclusive Franchise Agreement dated July 1, 2025 (“Agreement”).
2. On July 8, 2025, without any prior notice to RSS, a labor sympathy action began involving Teamsters Local 315 which impacted collection and transport operations covered by our Agreement.
3. The Teamster Work Stoppage was not a strike against RSS; rather, this was a sympathy or “solidarity” refusal by Teamster employees to cross a picket line established by other Teamsters union locals orchestrated at RSS’s facility.
4. RSS’s Teamster employees refused to cross the picket line resulting in the Work Stoppage.
5. In recognition of the inconvenience caused by the delay in collection services for most residential and some multi-family and commercial customers in the City in July 2025, RSS has offered to provide credits to its residential customers in the City.

AGREEMENT

NOW THEREFORE, the City and RSS agree as follows:

1. One Time Residential Collection Credit. As a result of good faith negotiations between RSS and City, the Parties have agreed that in order to resolve any and all claims of City arising out of or related to the Work Stoppage, RSS shall provide a one-time credit to residential customers in accordance with Exhibit A attached hereto, per missed pickup event, for missed residential collection events occurring during the Work Stoppage. The credit will be applied on or before the December 1, 2025 RSS invoice to residential customers. The amount of the one-time credits to be applied to residential customer accounts is set forth in the attached Exhibit A, incorporated by reference as though fully set forth herein.
2. General Release. In consideration of RSS providing the residential credit as set forth in paragraph 1. above, City fully releases and forever discharges RSS and its members, officers, directors, employees, parent companies, sister companies, subsidiaries, divisions, agents, attorneys, and assigns, from any actions, causes of action, suits, debts, charges,

3. Civil Code Section 1542 Waived. The general release set forth above extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and all rights under *Civil Code* §1542 are waived. Section 1542 provides:

City expressly waives its rights under Section 1542 as well as under any other statutes or common law principles of similar effect.

5. Full and Final Agreement. This Agreement contains the entire agreement and understanding of City and RSS concerning the Work Stoppage and supersedes and replaces all prior discussions, negotiations and proposed agreements, whether oral or written. There is no other written or oral agreement regarding the Work Stoppage not contained herein. This Agreement may only be modified, supplanted or amended by mutual written agreement of the Parties in a writing signed by the parties to this Agreement.

The Parties so agree and have executed this Agreement below.

By: _____
Yasser Brenes, Vice President Date

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EXHIBIT A

RESIDENTIAL CREDIT

(Single Family Dwellings and Multi Family Dwellings with Less Than 5 Units)

	Subscribers	Monthly Rate	IRRF Surcharge	Svc. Rate	Franchise Fee	Base Rate	Weekly Collection Rate	Credits for 2 Misses	Total Credits
20 gal	814	\$40.23	(\$10.82)	\$29.41	(\$2.94)	\$26.47	\$6.11	\$12.23	\$9,951.85
20 gal senior	10	\$35.23	(\$10.82)	\$24.41	(\$2.44)	\$21.97	\$5.07	\$10.15	\$101.47
35 gal	5502	\$50.66	(\$19.00)	\$31.66	(\$3.17)	\$28.49	\$6.58	\$13.16	\$72,412.93
35 gal senior	11	\$45.66	(\$19.00)	\$26.66	(\$2.67)	\$23.99	\$5.54	\$11.08	\$121.91
35 gal low inc	6	\$45.66	(\$19.00)	\$26.66	(\$2.67)	\$23.99	\$5.54	\$11.08	\$66.50
65 gal	402	\$95.88	(\$35.31)	\$60.57	(\$6.06)	\$54.51	\$12.59	\$25.18	\$10,122.04
95 gal	81	\$142.77	(\$53.01)	\$89.76	(\$8.98)	\$80.78	\$18.66	\$37.31	\$3,022.40
Total	6826							Total	\$95,799.11

Memorandum of Understanding
Settlement Regarding Labor Work Stoppage
October 21, 2025