

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 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): August 25, 2014 (August 22, 2014)**

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**Republic Services, Inc.**

(Exact name of registrant as specified in charter)

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**Delaware**

(State or other jurisdiction of incorporation)

**1-14267**

(Commission File Number)

**65-0716904**

(IRS Employer Identification No.)

**18500 North Allied Way  
Phoenix, Arizona**

(Address of principal executive offices)

**85054**

(Zip Code)

**(480) 627-2700**

(Registrant's telephone number, including area code)

**Not Applicable**

(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))
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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.**

The Company has appointed Charles F. Serianni, current Vice President, Region Controller for the Company's West Region, as the Company's Executive Vice President, Chief Financial Officer, effective on August 22, 2014. Mr. Serianni is replacing Glenn A. Culpepper effective August 22, 2014.

Mr. Serianni, 52, is a seasoned senior executive with 30 years of experience in a variety of progressively more responsible roles. He was named Vice President, Region Controller for the Company's West Region in July 2013. Before that, Mr. Serianni served as our Senior Vice President, Chief Accounting Officer from June 1998 to July 2013. He served as the Accounting Operations Director for Republic Industries, Inc. (AutoNation) from February 1997 to June 1998. Before that, Mr. Serianni served as the Accounting Operations Director for Sunglass Hut International, Inc. from May 1993 to February 1997, and as the Manager, Accounting and Auditing Services for Deloitte & Touche from September 1984 to May 1993.

On August 22, 2014, Mr. Serianni and the Company entered into an offer letter. The offer letter provides that Mr. Serianni will become Executive Vice President, Chief Financial Officer of the Company on or about August 22, 2014, at which time his base salary will increase from \$306,000 to \$450,000. It also provides that Mr. Serianni will be eligible for the following (all subject to the terms and conditions of the applicable plans and at the discretion of and subject to approval by the Management Development and Compensation Committee of the Company's Board of Directors (the "Committee") or the Chief Executive Officer, as applicable):

- management to recommend to the Committee that he continue to receive an annual cash bonus opportunity with a target of 80% of salary, under the Company's Executive Incentive Plan ("EIP"). The annual bonus award granted to him in February 2014, which has a target award of 80% of base salary, to be prorated based on the amount of time in 2014 spent in his former role and the amount of time spent in his new role;
- management to recommend to the Committee that he continue to participate in the Company's Long-Term Incentive Plan ("LTIP") under the EIP with an award target for the 2015-2017 LTIP performance cycle set at \$250,000;
- his LTIP awards for prior LTIP performance cycles to continue to be governed by the plans and award agreements under which they were granted, with the Company to supplement those with payments (the "LTIP Equivalents") for each of the 2013-2015 and 2014-2016 performance cycles with targets of \$14,667 and \$29,333, respectively. The effect of the LTIP Equivalents, when taken together with his existing LTIP awards, will be to prorate his LTIP target between \$206,000 (through December 31, 2014) and \$250,000 (beginning January 1, 2015) for the 2013-2015 and 2014-2016 performance cycles;
- equity awards upon commencement in his new role with a grant-date value of approximately \$125,000 in stock options and \$200,000 in restricted stock units;
- management to recommend equity awards in 2015 with a grant-date value of approximately \$250,000 in stock options and \$500,000 in restricted stock units; and
- a Company contribution of \$65,000 in 2015 into his deferred compensation account.

The offer letter terminates Mr. Serianni's December 5, 2008 Employment Agreement, as amended. Should Mr. Serianni's employment with the Company terminate at any time while he is employed as Executive Vice President, Chief Financial Officer, his eligibility for separation benefits will be governed by the Company's then-applicable Executive Separation Policy.

The above summary of the offer letter is not complete and is qualified in its entirety by reference to the terms of the offer letter, a copy of which is filed as Exhibit 10.1 and is incorporated in this Report by reference.

A copy of the press release dated August 25, 2014 announcing Mr. Serianni's appointment as Executive Vice President, Chief Financial Officer is attached as Exhibit 99.1 to this report and incorporated herein by reference.

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

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter, dated August 22, 2014, by and between Charles F. Serianni and Republic Services, Inc.
99.1	Press Release, dated August 25, 2014

**SIGNATURES**

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

Date: August 25, 2014

REPUBLIC SERVICES, INC.

By: /s/ Brian A. Goebel

Brian A. Goebel

Vice President and Chief Accounting Officer (Principal  
Accounting Officer)



August 22, 2014

Mr. Charles F. Serianni

Dear Chuck,

Congratulations! I am very pleased to offer you a promotion to the position of Executive Vice President, Chief Financial Officer with Republic Services, Inc. (the "Company" or "Republic"), reporting directly to me, or other individuals as the Company may direct. I am excited about the opportunities presented by the Company and hope that you will join us as a member of the executive leadership team. If you accept this offer, we anticipate that your start date in your new role will be August 22, 2014, or as mutually agreed. This offer will remain in effect for a period of seven days from the date of this letter.

This letter sets forth the terms and conditions of our offer and highlights the basic components of your compensation. It is not intended to be a comprehensive description of all benefits available to you or to provide the details of the plans that govern the administration of compensation, equity and benefits, as our offerings change periodically.

### **Compensation and Benefits**

Upon the commencement of your new position, you will be eligible for the following (subject to deductions and withholdings, as applicable):

**Base Salary:** Your Base Salary will be \$450,000 annually.

**Annual Cash Incentive:** You will be eligible to participate in the Company's Executive Incentive Plan ("EIP"), or any successor or similar plan maintained by the Company for the benefit of similarly-situated employees, subject to the terms and conditions of such plans and at the discretion of and subject to approval by the Management Development and Compensation Committee (the "Committee"). Management intends to recommend to the Committee that your award target for the 2015 Annual Cash Incentive be set at 80% of your Base Salary. For 2014, your target annual cash incentive under the Management Incentive Plan ("MIP") will remain at 80% of your Base Salary. Your actual 2014 annual cash incentive will be prorated based on the number of fully completed months of employment in 2014 in your new role and the number of fully completed and partial months in 2014 in your current role.

**Long-Term Incentive Plan:** You will be eligible to participate in the Company's Long-Term Incentive Plan ("LTIP") under the EIP, or any successor or similar plan maintained by the Company for the benefit of similarly-situated employees, subject to the terms and conditions of such plans and at the discretion of and subject to approval by the Committee. A new LTIP award opportunity may be established each year so that this LTIP incentive opportunity becomes part of your annual compensation. This incentive will be tied to achieving the Company's key financial goals over the three-year performance cycle. Management intends to recommend to the Committee that your award target for the 2015-2017 LTIP performance cycle be set at \$250,000.

**Long-Term Incentive Equivalent Awards:** Your awards for prior LTIP performance cycles under the EIP or the MIP will continue to be governed by the plans and award documents under which they were granted. The Company will supplement these awards with a payment (the "LTIP Equivalent") for each of the 2013-2015 and 2014-2016

performance cycles. The LTIP Equivalents for the 2013-2105 and 2014-2016 cycles will have targets of \$14,667 and \$29,333, respectively. Each LTIP Equivalent will be paid based on performance relative to target and will be payable at the same time and on the same terms as if it had been granted under the EIP (except for the provisions stating when awards under the EIP must be granted). The effect of the LTIP Equivalents, when taken together with your existing LTIP awards, will be to prorate your LTIP target between \$206,000 (through December 31, 2014) and \$250,000 (beginning January 1, 2015) for the 2013-2015 and 2014-2016 performance cycles.

**Equity:** You will be eligible to participate in the Company's Amended and Restated 2007 Stock Incentive Plan ("Stock Plan"), or any successor or similar plan maintained by the Company for the benefit of similarly-situated employees, subject to the terms and conditions of such plans and the applicable award agreements. Management will recommend that upon commencement in your new role, you will receive the following awards: (1) an award of stock options with a grant-date value of approximately \$125,000, and (2) an award of restricted stock units with a grant-date value of approximately \$200,000. For 2015, management intends to recommend: (1) an award of stock options with a grant-date value of approximately \$250,000, and (2) an award of restricted stock units with a grant-date value of approximately \$500,000. All awards under the Stock Plan are at the discretion of and subject to approval by the Committee.

**Stock Ownership Guidelines:** As Executive Vice President, Chief Financial Officer, you are expected to obtain within a specified time period and thereafter maintain ownership of Republic Services, Inc. common stock having the value equal to three times your then-current Base Salary. As a newly promoted employee, you will have five years from your date of promotion to reach this increased level of stock ownership.

**Deferred Compensation Plan:** As Executive Vice President, Chief Financial Officer, you are eligible for a contribution to the Republic Services, Inc. Deferred Compensation Plan that may be made annually at the discretion of the Committee. Presently, the amount of the annual contribution is set at \$65,000. The contributions are subject to all provisions of the Deferred Compensation Plan and are provided at the discretion of and subject to approval by the Committee.

**Personal Time Off:** Vacation, personal and sick time will be accrued and used in accordance with the applicable Corporate PTO policy.

**Benefits:** You will continue to be eligible to participate in all benefit plans that the Company makes available to similarly-situated employees, including the Company's 401(k) plan, medical, dental, vision, life insurance, short- and long-term disability plans, as well as the Company's nonqualified deferred compensation plan.

**Executive Separation Policy:** Your December 5, 2008 Employment Agreement, as amended ("Employment Agreement"), will terminate on the Effective Date. Should your employment with the Company terminate at any time in the future while you are employed in the position of Executive Vice President, Chief Financial Officer your eligibility for separation benefits will be governed by the Company's then applicable Executive Separation Policy.

**Noncompetition, Non-Solicitation, Confidentiality, and Arbitration Agreement:** As a condition of your promotion, you are required to sign a new **Non-Competition, Non-Solicitation, Confidentiality and Arbitration Agreement**, which is enclosed as Exhibit 1.

While we expect that you will continue to have a long, successful and rewarding career with Republic, this offer is for "at will" employment, and either you or the Company may terminate your employment at any time and for any reason.

Chuck, we are excited to have you continue as a member of the executive leadership team and look forward to working with you in your new role. Please indicate your acceptance of this offer by countersigning this letter and returning the original to me. As always, please contact me if you have questions.

Sincerely,

/s/ Donald W. Slager

Donald W. Slager  
President and Chief Executive Officer  
Republic Services, Inc.

**I understand all the terms offered to me and accept continued employment on these terms. I understand and agree that either the Company or I may terminate the employment relationship at any time for any reason. I agree that no other promises have been made to me and that my Employment Agreement terminates on the Effective Date.**

**Acknowledged and Agreed:**

/s/ Donald W. Slager  
\_\_\_\_\_  
Donald W. Slager

8/22/14  
\_\_\_\_\_  
Date



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

Republic Services, Inc. ("Company") and Charles F. Serianni, Employee ID No. 930000112 ("Executive") enter into this Non-Competition, Non-Solicitation, Confidentiality and Arbitration Agreement ("Agreement"), effective August 22, 2014 ("Effective Date"). Company and Executive are collectively referred to as the "Parties" in this Agreement. The Parties agree as follows:

**1. Consideration Executive Will Receive Under This Agreement.** The Parties recognize that in order for Executive to perform duties on behalf of Company, Executive needs to manage, use or otherwise have access to Confidential Information (as defined below). Accordingly, Company agrees to provide Executive with access to Confidential Information, subject to the terms and conditions of this Agreement. Executive agrees that, in exchange for Company providing Executive with access to Confidential Information, Executive's eligibility to participate in Company's Executive Separation Policy or any successor or similar policy maintained by Company for the benefit of similarly situated employees, and Company's agreement to employ Executive on an at-will basis, Executive accepts all of the terms and conditions contained in this Agreement.

**2. General Duties.** Executive will be entrusted with significant responsibility for managing aspects of Company's business. Executive also acknowledges that, due to the confidential nature of Executive's job responsibilities, Executive will be entrusted with significant responsibility for managing, using and otherwise handling Confidential Information (as defined below). Accordingly, Executive owes a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of Company and to refrain from doing or saying anything to a third party or subordinate that injures Company.

**3. Confidentiality Obligations.**

3.1 For purposes of this Agreement, "Confidential Information" means Company's proprietary information which includes, but is not limited to: information that would qualify as a trade secret; customer lists and agreements; customer service information; names of customer contacts and the identities of decision-makers; marketing plans; development plans; formulas; price data; cost data; price and fee amounts; pricing and billing policies; quoting procedures; marketing techniques; forecasts and forecast assumptions and volumes; non-public information regarding Company's actual or potential customers, suppliers or other vendors; non-public information about Company's routes, territories or target markets; Company's internal personnel and financial information, including purchasing and internal cost information and information about the profitability of particular operations; internal sales, service and operational manuals, policies and procedures; non-public information regarding the manner and methods of conducting Company's business; non-public information about Company's future plans, potential acquisition, divestiture and other strategies; non-public information about Company's landfill development plans, landfill capacities, special projects and the status of any permitting process or investigation; non-public information that gives Company some competitive business advantage, or the opportunity of obtaining such an advantage, or the disclosure of which could be detrimental to Company's interests; and other information that is not generally known outside Company.

3.2 As a direct consequence of Executive's access to Confidential Information, Executive agrees to the following restrictions and further agrees that such restrictions are reasonable:

(a) During Executive's employment with Company and after Executive's employment ends, Executive will not disclose Confidential Information to any person or entity either inside or outside of Company within the United States or any other territory, province or location in which Company conducts business other than as necessary in carrying out Executive's duties and responsibilities for Company, nor will Executive use, copy or transfer Confidential Information other than as necessary in carrying out Executive's duties and responsibilities for Company, without first obtaining Company's prior written consent. Nothing in this Agreement prohibits Executive from providing information to any administrative or governmental agency, or from testifying under the power of a subpoena issued from a court of competent jurisdiction. In the event a court concludes that the above post-employment restriction is unreasonable, Executive's obligations under this Section 3.2(a) will expire five (5) years after Executive's employment with Company ends.

(b) During Executive's employment with Company, Executive agrees not to use or disclose any previously obtained trade secret, proprietary or confidential information that Executive received from a prior employer or another third party.

(c) Executive agrees that all patents, trademarks or any other type of intellectual property right, wholly or partially, conceived, made, developed or created, solely or with any third party, in the course of Executive's employment with Company or using Company's resources, that relates in any manner to the actual or reasonably anticipated business, research or development of Company, or that is suggested by Company, or results from matters of which Executive is aware of as a result of Executive's employment with Company, or from any task assigned to Executive or work performed by Executive for or on behalf of Company, is the sole and exclusive property of Company. In order to further protect Company, Executive assigns and transfers to Company, and Company's legal representatives, successors and assigns, all of Executive's right, title and interest in any and all inventions, discoveries, developments, improvements, techniques, designs, data, processes, systems, works of authorship and all other work products, including, but not limited to, the right to possess all patents, trademarks, copyrights or other intellectual property rights (everywhere in the world) that Executive, either solely or jointly with others, conceives, makes, acquires, suggests, reduces to practice, or otherwise creates during Executive's employment with Company (or within six months later provided Executive's work product was a result solely of that employment) or using Company's resources. In addition, both during and after Executive's employment with Company ends, Executive agrees to reasonably cooperate, execute and deliver all documents to obtain, maintain and enforce any of the intellectual property rights described above or to carry out the intent of this Agreement.

(d) When Executive's employment with Company ends, or at the earlier request of Company, Executive agrees to immediately return to Company all Company property in Executive's possession, custody or control, including anything containing Confidential Information, such as books, notes, plans, documents, records, drawings, specifications, blueprints, reports, studies, notebooks, computers, drives, files, discs, video, photographs, audio recordings, PDAs, tablets, Blackberry, iPhone and Android devices, mobile telephones or other devices used to store electronic data (including any and all copies) whether made by Executive or which came into Executive's possession concerning the business or affairs of Company. Upon Company's request, Executive agrees to provide Company with a written acknowledgment confirming that Executive has returned all Company property and Confidential Information.

#### **4. Non-Competition and Non-Solicitation Obligations.**

##### *4.1 Definitions.*

(a) "Non-hazardous Solid Waste Management" means the collection, hauling, disposal or recycling of non-hazardous refuse, and any other services or products offered, conducted, authorized or provided by Company during the last two (2) years of Executive's employment.

(b) "Principal Competitor" means: (1) Waste Management, Inc.; (2) Waste Connections, Inc.; (3) Progressive Waste Solutions, Ltd.; (4) Advanced Disposal Services, Inc.; (5) Casella Waste Systems, Inc.; or (6) any other public or private business (including their predecessors, successors, parents, subsidiaries, or affiliate operations) conducting Non-hazardous Solid Waste Management in three (3) or more states, territories or provinces in which Company conducts business.

(c) "Competitor" means any public or private business that provides Non-hazardous Solid Waste Management in any state, territory, province or other location in which Company conducts business.

(d) "Render Services" means any of the following activities, whether done directly or through others, whether done in person or through telephonic, electronic, or some other means of communication, and whether done as a principal, owner, director, officer, agent, employee, partner, member, contractor or consultant: (1) performing any kind of services, functions, duties or actions (including, but not limited to, sales, marketing, brokering, supervision and/or management) related to Non-hazardous Solid Waste Management; (2) developing, managing, analyzing, processing or otherwise handling data or information related to Non-hazardous Solid Waste Management; (3) developing, managing, analyzing, processing or otherwise handling data or information related to the potential or actual acquisition of businesses that engage in

Non-hazardous Solid Waste Management, or participating in any decision, or developing, or implementing any strategy, to acquire such businesses; (4) conducting, participating in, or otherwise assisting any review of the prices/rates charged by Company, whether in connection with an initial contract bid, a contract extension or a request for a price/rate increase; (5) soliciting, requesting, reviewing, analyzing or otherwise handling Confidential Information about the costs (including SG&A or operational), revenues or profit margins of Company; (6) determining, advising or recommending whether to award a contract to Company, extend a contract with Company or whether, and to what extent, Company may increase its prices/rates; or (7) performing any activities that are the same as, or substantially similar to, the duties and functions Executive performed for Company at any time during the last two (2) years of Executive's employment.

(e) "Solicit" means any direct or indirect interaction between Executive and another person or entity that takes place in an effort to develop or further a business relationship.

(f) "Material Contact" exists with any customers or potential customers of Company with whom Executive dealt, whose dealings with Company were coordinated or supervised by Executive, about whom Executive obtained Confidential Information, or who received Non-hazardous Solid Waste Management services or products from Company and for which Executive received compensation, commission or earnings during the last two (2) years of Executive's employment.

(g) "Facility" means the physical location at which Company owns, leases or operates: (1) an office, workplace or other location where Company conducts business; (2) a collection operation; or (3) a post-collection operation (including, but not limited to, landfills, transfer stations, material recovery facilities, recycling facilities and compost facilities).

**4.2 Prohibition Against Competition.** During Executive's employment with Company, and for two (2) years after Executive's employment ends, Executive will not Render Services on behalf of any Principal Competitor, or any Competitor, within any state, territory, province or other location in which Company conducts business. In the event a court concludes that the above post-employment restriction is unreasonable, Executive agrees that, for eighteen (18) months after Executive's employment ends, Executive will not Render Services on behalf of any Principal Competitor, or any Competitor, within fifty (50) miles of any Facility.

#### **4.3 Prohibition Against Solicitation.**

(a) During Executive's employment with Company, and for two (2) years after Executive's employment ends, Executive will not Solicit on behalf of any Principal Competitor, or any Competitor, any customers or potential customers of Company with whom Executive had Material Contact. In the event a court concludes that the above post-employment restriction is unreasonable, Executive will not Solicit on behalf of any Principal Competitor, or any Competitor, any customers or potential customers of Company with whom Executive had Material Contact for eighteen (18) months after Executive's employment with Company ends.

(b) During Executive's employment with Company, and for two (2) years after Executive's employment ends, Executive will not Solicit any employee, consultant, agent or independent contractor of Company to obtain employment with or perform services for another person or entity including, but not limited to, a Principal Competitor or a Competitor, to the detriment of Company. This restriction is limited to any employee, consultant, agent or independent contractor of Company that Executive had contact with during Executive's employment or with whom Executive had knowledge of by virtue of Executive's access to Confidential Information. In the event a court concludes that the above post-employment restriction is unreasonable, Executive will not Solicit any employee, consultant, agent or independent contractor of Company to obtain employment with or perform services for another person or entity including, but not limited to, a Principal Competitor or a Competitor, to the detriment of Company for eighteen (18) months after Executive's employment with Company ends.

**5. Obligation to Avoid Conflicts of Interest.** During Executive's employment with Company, Executive agrees to abide by Company's Conflicts of Interests policy, which includes not becoming involved, directly or indirectly, in a situation that a reasonable person would recognize to be a conflict of interest with Company. If Executive discovers, or is informed by Company, that Executive has become involved in a situation that is an actual or likely conflict of interest, Executive will take immediate action to eliminate the conflict. Company's determination as to whether or not a conflict of interest exists will be conclusive.

6. **Notice to New Employers.** During Executive's employment with Company, and for two (2) years after Executive's employment ends, Executive will provide a copy of this Agreement to any prospective employer before accepting any offer of employment, or Rendering Services on behalf of any Principal Competitor or any Competitor.

7. **Judicial Modification.** If a court determines that any of the provisions in Sections 2, 3, 4, 5 or 6 of this Agreement are overbroad or unenforceable, the Parties expressly authorize the court to modify or strike the provision and impose the broadest restrictions permissible under the law, without affecting any other provision of this Agreement.

8. **Certain Definitions and Understandings.** The Parties expect that some or all of the duties or responsibilities of Company under this Agreement may be satisfied by its parent, subsidiary, related or successor companies ("Affiliates"). Accordingly, Executive acknowledges that the discharge of any duty or responsibility of Company under this Agreement by one or more of its Affiliates discharges Company's duty or responsibility in that regard. Executive further acknowledges that Executive's obligations under this Agreement will be owed to Company and its Affiliates (collectively referred to as "Company" in this Agreement).

9. **Injunctive Relief.** The Parties agree that, if Executive breaches any of the provisions in Sections 2, 3, 4, 5 or 6 of this Agreement, Company will suffer immediate and irreparable harm and that, in the event of such breach, Company will have, in addition to any and all remedies of law, the right to an injunction, specific performance and other equitable relief. Additionally, to provide Company with the protections it has bargained for in this Agreement, any period of time in which Executive has been in breach will extend, by that same amount of time, the time for which Executive should be prevented from further breaching the promises Executive made in Sections 2, 3, 4, 5 and 6 of this Agreement.

10. **Assignment.** Company may assign this Agreement upon written notice to Executive. Executive's rights and obligations under this Agreement are personal to Executive and may not be assigned.

11. **Waiver of Breach.** The waiver by any Party of a breach of any provision of this Agreement will neither operate nor be construed as a waiver of any subsequent breach.

12. **Attorneys' Fees.** The Parties agree that, if Executive is found to have breached any term, provision or section of this Agreement, Company will be entitled to recover the attorneys' fees and costs it incurred in enforcing this Agreement.

13. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona. Additionally, the Parties agree that the courts situated in Maricopa County, Arizona will have personal jurisdiction over them to hear all disputes arising under, or related to, this Agreement and that venue will be proper only in Maricopa County, Arizona.

14. **Arbitration.** With the sole exception of any breach by Executive of the obligations Executive assumed under Sections 2, 3, 4, 5 and 6 of this Agreement (the breach of which permits Company to obtain judicial relief due to the exigent circumstances presented by such a breach), all other alleged breaches of this Agreement, or any other dispute between the Parties arising out of or in connection with Executive's employment with Company will be settled by binding arbitration to the fullest extent permitted by law. This Agreement to arbitrate applies to any claim for relief of any nature, including, but not limited to, claims of wrongful discharge under statutory or common law; employment discrimination based on federal, state or local statute, ordinance or governmental regulations, including, but not limited to, discrimination prohibited by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, and the Fair Labor Standards Act; claims of retaliatory discharge or other acts of retaliation; compensation disputes; tortious conduct; contractual violations; ERISA violations; and other statutory and common law claims and disputes, regardless of whether the statute was enacted or whether the common law doctrine was recognized at the time this Agreement was signed.

The Parties understand that they are agreeing to substitute one legitimate dispute resolution forum (arbitration) for another (litigation) because of the mutual advantages this forum offers, and are waiving their right to have their disputes (except as to alleged breaches of Sections 2, 3, 4, 5 and 6 of this Agreement) resolved in court. This substitution involves no surrender, by either Party, of any substantive, statutory or common law benefit, protection or defense.

The Parties agree that the arbitration proceeding will be conducted in Maricopa County, Arizona in accordance with the National Rules for the Resolution of Employment Disputes (National Rules) of the American Arbitration Association (AAA) in effect at the time a demand for arbitration is made. One arbitrator shall be used and he or she shall be chosen by mutual agreement of the Parties. If the Parties cannot agree on the selection of an arbitrator after thirty (30) days, an arbitrator shall be chosen by the AAA pursuant to its National Rules. The arbitrator shall coordinate and, as appropriate, limit all pre-arbitration discovery. However, the Parties shall have the right to obtain discovery through appropriate document requests, information requests, and depositions. The arbitrator shall issue a written decision and award, stating the reasons for the award. The decision and award shall be exclusive, final, and binding on the Parties, their heirs, executors, administrators, successors, and assigns.

Company will pay all costs and expenses associated with the arbitration, except for the filing fees and costs that would have been required had the proceeding been initiated and maintained in a state or federal court located in Maricopa County, Arizona, which fees and costs Executive agrees to pay. Each Party agrees to pay their own respective attorneys' fees and expenses throughout the arbitration proceeding. The arbitrator may award the successful Party its attorneys' fees and expenses at the conclusion of the arbitration and any other relief provided by law.

15. **Entire Agreement, No Oral Amendments.** This Agreement replaces and merges all previous agreements and discussions relating to the subjects addressed in this Agreement and it constitutes the entire agreement between the Parties in that regard. This Agreement may not be modified except by a written agreement signed by Executive, or Executive's representative, and an authorized representative of Company.

The Parties, intending to be bound, execute this Agreement as of the Effective Date.

**EXECUTIVE**

/s/ Charles F. Serianni  
\_\_\_\_\_  
Charles F. Serianni

**COMPANY**

By /s/ Donald W. Slager  
\_\_\_\_\_  
Donald W. Slager  
Title Chief Executive Officer and President



**Republic Services Names Charles F. Serianni  
Executive Vice President and Chief Financial Officer**

**PHOENIX (Aug. 25, 2014)** – Republic Services, Inc. (NYSE:RSG) today announced that Charles F. “Chuck” Serianni, 52, has been named executive vice president and chief financial officer, effective immediately. Mr. Serianni has been with Republic for 17 years and has held senior field and corporate finance positions of increasing responsibility, including senior vice president and chief accounting officer. Mr. Serianni succeeds Glenn A. Culpepper who has left the Company to pursue other opportunities.

“Chuck’s broad financial experience and long, successful tenure at Republic position him and the Company for continued success. He is a proven member of our leadership team and has a deep understanding of Republic and our business objectives that drive long-term growth and shareholder value,” stated president and chief executive officer, Donald W. Slager. “This appointment reflects Republic’s ongoing commitment to our succession planning process, which is designed to ensure seamless leadership transitions. We look forward to Chuck’s leadership and counsel as we create America’s preferred recycling and solid waste partner.”

Slager added, “We would like to thank Glenn for his contributions and leadership to Republic Services and wish him the best in his future endeavors.”

Serianni has 30 years of corporate financial experience. He joined Republic Services in 1997 and during his tenure has brought key leadership and collaboration to strategic business opportunities in order to successfully advance the Company’s goals and objectives. Serianni has significant experience with Securities and Exchange Commission rules and regulations, mergers and acquisitions, operational accounting, treasury and insurance.

Spanning across field and corporate-level positions, Serianni has held progressively more responsible positions, including senior vice president and chief accounting officer and vice president, controller for West Region operations. Prior to Republic, Serianni held finance positions at Sunglass Hut International, Inc. and Deloitte & Touche. He is a certified public accountant and received his Bachelor of Science degree from the University of Dayton.

Serianni said, “Since joining the Company back in 1997, I have had the unique pleasure and pride in seeing Republic Services evolve into the growth-oriented, customer-focused organization that it is today. I look forward to the opportunity to continue Republic’s strong legacy as its chief financial officer, as we continue to execute our strategy to deliver consistent earnings and cash flow growth.”

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**About Republic Services:**

Republic Services, Inc. is an industry leader in U.S. non-hazardous solid waste and recycling. Through its subsidiaries, Republic's collection companies, transfer stations, recycling centers and landfills focus on providing reliable environmental services and solutions for commercial, industrial, municipal and residential customers. Republic and its employees believe in protecting the planet and applying common sense solutions to customers' waste and recycling challenges. For more information, visit the Republic website at [republicservices.com](http://republicservices.com).

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