



Sergei Tokmakov, Esq. <sergei.tokmakov@gmail.com>

**Accepted: Toni Lucio and Sergei Tokmakov, Esq. @ Wed Dec 10, 2025
3:45pm - 4:15pm (PST) (sergei.tokmakov@gmail.com)**

18 messages

Toni Lucio (Google Calendar) <calendar-notification@google.com>

Wed, Dec 10, 2025 at 5:35
AM

Reply-To: Toni Lucio <tlucio@compactormc.com>

To: sergei.tokmakov@gmail.com

Toni Lucio has accepted this invitation.

Event Name

30 Minute Zoom Meeting

What would you like to discuss? Please send the relevant documents and anything else that will help prepare for our meeting.:

Hi Sergei, I came across your page on upwork through our company upwork account. We are launching our very first CAM program and are seeking legal guidance on tenant and vendor draft and reviewing of contracts.

I look forward to chatting with you later today.

Toni Lucio

510-623-2331

TLucio@compactormc.com

Compactor Management Company, LLC

Amount Paid: \$125.00 USD

Need to make changes to this event?

Cancel: <https://calendly.com/cancellations/47abc811-ce60-40e7-8446-bc4e5ee2bc1d>

Reschedule: <https://calendly.com/reschedulings/47abc811-ce60-40e7-8446-bc4e5ee2bc1d>

When

Wednesday Dec 10, 2025 · 3:45pm – 4:15pm (Pacific Time - Los Angeles)

Guests

sergei.tokmakov@gmail.com - organizer

Toni Lucio

[View all guest info](#)

Invitation from [Google Calendar](#)

You are receiving this email because you are subscribed to calendar notifications. To stop receiving these emails, go to [Calendar settings](#), select this calendar, and change "Other notifications".

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)



Sergei Tokmakov, Esq. <sergei.tokmakov@gmail.com>
To: Toni Lucio <tlucio@compactormc.com>

Wed, Dec 10, 2025 at 3:44 PM

Hi Toni,
Here is the Zoom link, I'm in this room now: <https://us06web.zoom.us/j/6149073543>
[Quoted text hidden]

Sergei Tokmakov, Esq. <owner@terms.law>
To: Toni Lucio <tlucio@compactormc.com>

Wed, Dec 10, 2025 at 4:21 PM

https://docs.google.com/document/d/1_xBMn7tuklsmhlbBZlCx-pGh4lyFd7vw/edit?usp=sharing&oid=116894011723698313370&rtpof=true&sd=true
[Quoted text hidden]

Toni Lucio <tlucio@compactormc.com>
To: "Sergei Tokmakov, Esq." <owner@terms.law>

Tue, Dec 16, 2025 at 2:56 PM

Hi Sergei,

The client sent me a 25 page **"TRASH PAD LICENSE AND AGREEMENT"** to review. I can send this over to you today. Before sending this over I have a few questions:

1. Can we sign a confidentiality agreement or NDA with you? Our NDA is attached.
2. How much will it cost for you to review and redline?
3. When will this be completed and returned back to me?

Thank you, I look forward to hearing from you!

***Holiday Schedule:** Our office will be closed December 24, 2025 through January 2, 2026. Normal business operations will resume on January 5, 2026.

Toni Lucio | Account Manager

[32420 Central Ave, Union City, Ca 94587](#)

D: 510-623-2331 | O: 510-623-2323 | F: (510) 623-2357

E. tlucio@compactormc.com | W: www.compactormc.com

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Mutual NDA - Sergei Tokmakov_Compactor Management Company .pdf
234K

Toni Lucio <tlucio@compactormc.com>

Tue, Dec 16, 2025 at 3:06 PM

To: "Sergei Tokmakov, Esq." <owner@terms.law>, "sergei.tokmakov@gmail.com"
<sergei.tokmakov@gmail.com>

+[@sergei.tokmakov@gmail.com](mailto:sergei.tokmakov@gmail.com)

***Holiday Schedule:** Our office will be closed December 24, 2025 through January 2, 2026. Normal business operations will resume on January 5, 2026.

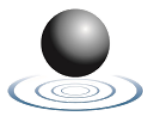
Toni Lucio | Account Manager

32420 Central Ave, Union City, Ca 94587

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Sergei Tokmakov, Esq. <owner@terms.law>

Tue, Dec 16, 2025 at 3:32 PM

To: Toni Lucio <tlucio@compactormc.com>

Tony, I can do this tonight but I don't see any files attached.

[Quoted text hidden]

Toni Lucio <tlucio@compactormc.com>
To: "Sergei Tokmakov, Esq." <owner@terms.law>

Tue, Dec 16, 2025 at 3:35 PM

Great! I just left the office and heading home. Once I get home, I'll send you the agreement.

Our NDA was attached to my previous email. May you sign and send back to me?

Sent from iPhone

From: Sergei Tokmakov, Esq. <owner@terms.law>

Sent: Tuesday, December 16, 2025 3:32:20 PM

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Sergei Tokmakov, Esq. <owner@terms.law>

To: Toni Lucio <tlucio@compactormc.com>

Tue, Dec 16, 2025 at 4:24 PM

Toni, I can see the NDA now. A couple of issues with it:

- 1) It says I'm "a company organized and existing under the laws of California." I'm not a company. I'm a solo practicing lawyer. In CA, it's illegal for solo lawyers to hold themselves out as firms, companies, etc. So, please delete the part about me being a company.
- 2) Add "Esq." to my name - "Sergei Tokmakov, Esq." This way it's clear that you're hiring a lawyer.

Note also that our communications are protected by laws on attorney-client privilege regardless of whether we sign the NDA or not. So, if you want to move quick on the redlines, you can send them while we're still ironing out the NDA and I'll start tonight. Our communications are confidential by law anyway, and I'll sign the NDA once we get those minor things taken care of.

Sergei

[Quoted text hidden]

Toni Lucio <tlucio@compactormc.com>
To: "Sergei Tokmakov, Esq." <owner@terms.law>

Tue, Dec 16, 2025 at 6:39 PM

Hi Sergei,

Agreed! Attached is the client contract. In the meantime, I'll update the NDA and send over to you tomorrow. The client asked that we not use red font color. If this document is marked up, please use a different font color or duplicate and mark up as needed.

Tomorrow I'll also send over transfer of authority notices to also review. It's a short one pager.

Please let me know what the charge and when to pay.

***Holiday Schedule:** Our office will be closed December 24, 2025 through January 2, 2026. Normal business operations will resume on January 5, 2026.

Toni Lucio | Account Manager

32420 Central Ave, Union City, Ca 94587

D: 510-623-2331 | O: 510-623-2323 | F: (510) 623-2357

E: tlucio@compactormc.com | W: www.compactormc.com

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From: Sergei Tokmakov, Esq. <owner@terms.law>

Sent: Tuesday, December 16, 2025 4:24 PM

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Trash Pad License Agmt - SR 2025.docx

65K

Sergei Tokmakov, Esq. <owner@terms.law>

To: Toni Lucio <tlucio@compactormc.com>

Tue, Dec 16, 2025 at 10:37 PM

Toni,

Thank you — I reviewed the Trash Pad License and Agreement at a high level. Below are the main issues I spotted and the direction I'd recommend on each:

- 1. Termination protection + buildout reimbursement (Termination / Work / End of Term)**
Tighten the termination-for-convenience structure (notice, timing) and add reimbursement mechanics for unamortized approved "Work" and reasonable removal/relocation costs; add notice before any "abandonment" treatment at end of term.
- 2. Pricing controls + remove \$100/day penalty (Pad License Fee + Exhibit B)**
Replace the vague "market rate" / consent-based increase structure with objective adjustment rules (e.g., CPI cap + documented pass-throughs), and replace automatic penalty/default language with notice + cure + tenant credit/true-up.
- 3. Defaults: add cure periods + no equipment/inventory seizure (Defaults / Remedies)**
Insert standard cure periods for monetary and non-monetary defaults and remove any remedy language that would allow seizure/retention of Licensee-owned equipment, inventory, or personal property.
- 4. Security deposit: reduce + improve return/replenishment mechanics (Security Deposit)**
Reduce the deposit amount, extend replenishment timing, require itemized deductions and

prompt return, and remove any “waiver” traps.

5. Reporting fines: fault-based allocation (Mandated Reporting)

Allocate reporting-related fines/penalties based on who caused the failure; require cooperation and timely access/data from Grantor where needed.

6. Tenant contracts + billing timing (Exhibit B + Exhibit B-1)

Clarify that Licensee may use standard tenant-facing work orders/billing terms as long as they don't conflict with the master agreement; soften/clarify any hard invoice-waiver timing so it doesn't create avoidable revenue loss in common scenarios (disputes/reconciliation/missing data).

7. Indemnity: comparative fault standard (Indemnity)

Shift from a “sole negligence” carve-out framework to “to the extent caused by Licensee,” and add appropriate carve-outs for Grantor/tenant negligence and pre-existing site conditions not introduced by Licensee.

8. Insurance: add cure period for insurance lapse (Insurance)

If insurance lapses, add notice + short cure rather than immediate termination without cure (except for true emergency risk scenarios).

9. Non-recourse carve-outs (Limitation on Recovery)

Preserve non-recourse generally, but carve out amounts expressly owed (e.g., deposit return / reimbursements) and fraud/willful misconduct.

10. Assignment: allow affiliates/successors (Assignment)

Permit assignment to affiliates and M&A successors with notice; otherwise require consent not unreasonably withheld/delayed.

11. Execution items: fill blanks + confirm exhibits (Blanks / Exhibits)

Fill missing deal terms (effective date/term end) and confirm Exhibits A–E are complete and consistent (premises, equipment list, serviced tenants/minimums, additional insureds).

Timing / fees: based on the current draft, I'd budget **~2–3 hours total** for the initial review + first-round proposed edits (I'll avoid red font as requested—either alternate color markup or a duplicated marked-up version). In many deals, a second pass after the other side responds is another ~1 hour, but it can be more or less depending on how aggressive their pushback is and how many items you want to hold firm vs. concede.

At my rate, that puts the **initial first-round work at roughly \$480–\$720**, with any back-and-forth handled as a separate increment depending on what comes back.

Best,
Sergei

[Quoted text hidden]

Toni Lucio <tlucio@compactormc.com>
To: "Sergei Tokmakov, Esq." <owner@terms.law>

Wed, Dec 17, 2025 at 6:14 AM

Good Morning Sergei,

Got it, thank you. Please see the updated NDA attached.

Question: The NDA I shared was originally drafted by our payroll company, BBSI, and is the same version we currently provide to our clients. From your perspective, is this sufficient to continue using, or would you recommend revising it? Is there such a document that is universal to both vendors, customers, individuals, and companies?

[Quoted text hidden]



Mutual NDA - Sergei Tokmakov_Compactor Management Company .pdf

235K

Sergei Tokmakov, Esq. <owner@terms.law>

Wed, Dec 17, 2025 at 4:41 PM

To: Toni Lucio <tlucio@compactormc.com>

Hi Toni,

Thanks — I've attached the e-signed pdf.

Your current NDA is generally fine and should be sufficient for ongoing use, but it's longer/more complex than it needs to be for most vendor/customer discussions. My preference is to keep a short "universal" mutual NDA as the default (clean definitions + standard confidentiality mechanics), and reserve the longer form for edge cases where you truly need the extra provisions. If you'd like, I can produce a simplified "standard mutual NDA" version you can reuse broadly going forward.

My suggested edits to the Trash Pad License Agmt are in the link below. To accommodate the client's preference to avoid red markup, I set up a secure Workroom with "non-toxic" highlight colors, clean before/after view and my explanations for each change. Link and password:

<https://terms.law/TermsDocs/secure-cmc9t4l/>

Password: Sw!ghey5

Inside the Workroom you'll see the agreement with issue "cards" and a live preview. Each issue has (i) Federal Realty's original agr text in yellow, (ii) my proposed green redlines.

I haven't created this Workroom format before, so if anything looks buggy on your end (layout, scrolling, buttons, etc.), please tell me know and I'll take care of it. Looks neat to me, though, the live before/after preview workroom with corresponding explanation seems to be a better way to present complex issues than convoluted MS Word redlines all over the doc. Especially if you have a client that's picky about colors, let me know, I can re-code in whatever format/style they/you prefer.

Best,
Sergei

[Quoted text hidden]



Mutual NDA - Sergei Tokmakov_Compactor Management Company - SIGNED.pdf
225K

Toni Lucio <tlucio@compactormc.com>
To: "Sergei Tokmakov, Esq." <owner@terms.law>

Fri, Dec 19, 2025 at 5:56 AM

Good Morning Sergei,

Awesome, thank you! I'll get back to you with questions.

Can you provide me the following:

-Create a Universal NDA

-Review 1 pager and flag anything that is incorrect and should call out – (3) Transition of Authority Notice

-Review 1 pager and flag anything that is incorrect and should call out – Waste & Recycling Management Notice

-Review 1 pager and flag anything that is incorrect and should call out – Introductory email to all residents and tenants

[Quoted text hidden]

5 attachments



STAGE 2_1.8.2025_Transition of Authority Notice – FRIT to O'Keefe.docx
18K



STAGE 3_2.1.2026_Waste & Recycling Management Update – Tenants & Residents.docx
17K



STAGE 4_3.1.2026_Introductory Email – CMC Waste & Recycling Services (Tenants & Residents & Republic).docx
17K



STAGE 4_3.1.2026_Letter of Authorization – FRIT to Republic Services.docx
22K



STAGE 4_3.6.2026_Letter of Authorization – FRIT to Copia Resources.docx
26K

Sergei Tokmakov, Esq. <owner@terms.law>
To: Toni Lucio <tlucio@compactormc.com>

Fri, Dec 19, 2025 at 7:20 PM

Hi Toni,

Yes, I'd be happy to help with all of these items!

I've just sent you a PayPal invoice for \$1,080 covering the complete scope of work. This invoice includes:

1. **Trash Pad License Agreement** - comprehensive review and proposed redlines (2.9 hours)
2. **Universal NDA template creation** (0.8 hours) - *new item from your request*
3. **Review of transition/authority notices** - the three one-pagers you attached (0.8 hours) - *new items from your request*

Total: 4.5 hours @ \$240/hour = \$1,080

Invoice link: <https://www.paypal.com/invoice/p/#Z9ZZCDUJSH3CRW73>

If the invoice is paid, I can get everything completed and delivered to you over the weekend.

Please let me know if you have any questions about the invoice or scope.

Best,

Sergei

[Quoted text hidden]

Toni Lucio <tlucio@compactormc.com>
To: "Sergei Tokmakov, Esq." <owner@terms.law>

Mon, Dec 22, 2025 at 6:01 AM

Good Morning Sergei,

Received! I've sent over the payment link to our accounting department for payment process. I missed the window to request on Friday. Their hours for requests are M-F 6am-12pm. I should have this paid by EOD today.

In the meantime, attached is the contract with the comments we would like to add in. Please take a look, advise and add comments directly on the word doc. Thank you.

[Quoted text hidden]



Trash Pad License Agmt - SR 2025 12.22.2025 TL.docx
70K

Sergei Tokmakov, Esq. <owner@terms.law>
To: Toni Lucio <tlucio@compactormc.com>

Tue, Dec 23, 2025 at 5:48 AM

Hi Toni,

I've reviewed all of your proposed changes and added my comments directly in the attached Word document as you asked. Here's a quick summary of my feedback on each item:

TERM (termination rights): Agreed in concept. 120 days may be harder to land; if needed, we can propose 90 days post-Initial Term while keeping Grantor's 30-day convenience termination.

PAD LICENSE FEE (escalator 5% → 3%): Reasonable ask; 5% annual is aggressive for this type of service/license fee.

REPORTING (limitation): Good limitation—keeps obligations tied to hauler-provided data and avoids 'certification' exposure.

TERMINATION (reimbursement): Important protection. Recommend clarifying reimbursement is limited to 'unrecovered, documented, project-specific' costs.

- **CONDITION (modifications/scope):** Fine, but make sure 'approved scope of work' is a defined, written scope signed/approved by Grantor.

- **DEFAULTS (cure/no seizure):** Strong and reasonable. Keeps 48-hour termination only for true emergencies and prevents Grantor from taking Licensee-owned equipment.

- **INDEMNITY (fault-based):** Good pushback. Landlord may resist 'whether sole or concurrent' language—if needed, fallback is explicit carve-out for Grantor/tenant negligence.

MAINTENANCE (limitation): Reasonable scope limitation and adds notice/cure before back-charging.

END OF TERM (removal/abandonment): Good—prevents an abandonment trap and ties removal costs to the early-termination reimbursement.

Exhibit B (Grantor cooperation): Ok as drafted—keep cooperation limited to 'existing tenant management processes.'

Exhibit B-1 (annual reconciliation): Conceptually sound; confirm the agreement has a defined reconciliation mechanism.

Overall, your proposed positions are well-reasoned and protect CMC's interests. Let me know if you have any questions or want me to redline anything in.

Best,

Sergei

[Quoted text hidden]



Trash Pad License Agmt - SR 2025 12.22.2025 TL - ST comments.docx
66K

Sergei Tokmakov, Esq. <owner@terms.law>
To: Toni Lucio <tlucio@compactormc.com>

Tue, Dec 23, 2025 at 6:06 AM

Hi Toni,

Two separate items below: **(1) the NDA template** (attached) and **(2) my substantive legal recommendations on the one-pagers/authorization letters**. I have **not** revised your files yet — I'm sending this for your approval first, and once you confirm, I'll incorporate the edits and return clean updated versions.

1) NDA Template (attached)

Attached is a revised mutual NDA template that keeps the core protections you want (broad confidentiality coverage, restriction on use to the stated purpose, permitted sharing only to need-to-know representatives under equivalent confidentiality, compelled disclosure process, return/destruction, and injunctive relief / trade-secret survival), but is materially **less convoluted** and therefore easier to get signed and operate in practice.

In particular, the NDA you previously had me sign is “strong,” but it also reads like a hybrid NDA + privacy/compliance instrument (with heavier operational commitments around personal data handling and incident-response assistance). That level of complexity often slows execution and can create avoidable pushback or internal compliance burdens. This template aims for the same practical protection while staying closer to market-standard mutual NDA terms — which generally makes it faster to circulate across vendors/partners and reduces negotiation cycles.

If you'd like, we can keep this as the default “house” NDA and only pull out the more complex provisions for edge cases where we expect meaningful personal data exchange or heightened security obligations.

2) One-pagers / LOAs — substantive legal notes (for approval)

I reviewed the one-pagers/letters for substantive legal accuracy (ignoring placeholders). Overall they're solid, but a few high-impact legal tweaks will reduce vendor pushback and avoid over-promising to tenants:

1) Transition of Authority Notice (FRIT → O'Keefe)

- Clarify that CMC is being appointed as FRIT's authorized agent for the property and that O'Keefe may **release account/service records and communicate through CMC** (so there's no “we can't share that” delay).
- Add a brief “centralize communications through CMC” direction **with an operational carve-out** for urgent access/safety/service-interruption issues (so this doesn't create a service-failure

trap).

- Make the “through termination effective date” concept concrete (so no ambiguity about the intended endpoint).

2) Waste & Recycling Update to Tenants/Residents

- Soften absolute statements (“no interruption” / “no action required”) to “we do not expect interruption” / “no action required at this time” to avoid reliance issues if anything later changes.
- Add a short line that the notice is **informational only** and does **not amend leases or impose new fees**, and that any material changes will be communicated separately.

3) Introductory Email (CMC to Tenants/Residents/Providers)

- Ensure the language is precise that CMC is providing **program management/coordination** (not replacing the hauler or “taking responsibility” for hauling performance).
- Same quick protection as above: informational only / no lease amendment / no new fees.

4) Letters of Authorization to Republic + Copia

- The biggest risk is the “auto-renew not authorized” paragraph being attacked as an ineffective non-renewal notice. I recommend reframing it so it clearly (i) states no approval to renew/extend, (ii) is intended as non-renewal notice to the extent required, and (iii) requests written confirmation of the current term end date/notice deadline (so the vendor can’t sandbag later).
- Add a clean authorization + reliance + data-release concept so vendors will actually cooperate quickly (release records, invoices, tonnage/diversion reports, accept CMC coordination).
- Add a short “no waiver of rights” sentence so the LOA can’t be spun as conceding contract interpretation.

If this approach sounds right, I can revise the files accordingly and send back clean updated versions for your review.

Best,
Sergei

[Quoted text hidden]



CMC Universal NDA Template.docx
21K

Toni Lucio <tlucio@compactormc.com>
To: "Sergei Tokmakov, Esq." <owner@terms.law>

Tue, Dec 23, 2025 at 7:42 AM

Hi Sergei,

All sounds good. Please send over updated versions.

Would it be possible for you to have all the documents back to me **today by 12pm**? We are closed the next few days and I'd like to submit these to the client before we leave for the holidays.

Thank you!

[Quoted text hidden]