

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION No. 26-1296 G

\_\_\_\_\_  
COMMONWEALTH OF MASSACHUSETTS, )  
) )  
Plaintiff, )  
) )  
v. )  
) )  
CLEAN SAFE, INC. f/k/a AIR SAFE, INC. & )  
SAFETY ENVIRONMENTAL CONSULTANTS, )  
INC., )  
) )  
Defendants. )  
\_\_\_\_\_

CONSENT JUDGMENT  
BETWEEN THE  
COMMONWEALTH OF  
MASSACHUSETTS AND CLEAN  
SLATE, INC. f/k/a AIR SAFE, INC.

NOTICE SENT  
5/13/26  
ZHS  
AND  
JMS

I. INTRODUCTION

WHEREAS, Plaintiff, the Commonwealth of Massachusetts (the "Commonwealth"), acting by and through the Attorney General's Office ("AGO") and the Massachusetts Department of Environmental Protection (the "Department"), alleges in its Complaint, filed with this Consent Judgment, that Defendant Clean Slate, Inc., formerly known as Air Safe, Inc. ("Air Safe"),<sup>1</sup> has violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A-O ("Clean Air Act") and its implementing regulations at 310 C.M.R. § 7.15 (the "Asbestos Regulations");

WHEREAS, the Complaint alleges that Air Safe improperly handled, stored, and removed asbestos-containing waste material ("ACWM") at two occupied residences, one in Berlin and one in Marlborough (collectively, the "Jobs");

WHEREAS, the Complaint alleges that at the Berlin residence, Air Safe failed to remove visible, dry, and friable ACWM from three locations on the pipes in the basement;

<sup>1</sup> Air Safe, Inc. changed its name to "Clean Slate, Inc." on October 2, 2025. At all times relevant to the Complaint, Clean Slate, Inc. was known as Air Safe, Inc.

JUDGMENT ENTERED ON DOCKET 5/13 2026  
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)  
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-  
VISIONS OF MASS. R. CIV. P. 77(a) AS FOLLOWS

WHEREAS, the Complaint alleges that at the Marlborough residence Air Safe failed to remove visible, dry, and friable ACWM on and beneath a boiler;

WHEREAS, the Complaint also alleges that Air Safe's failure to remove the ACWM and conduct inspections at both locations caused ACWM to be improperly stored at the Berlin residence for five (5) days and at the Marlborough residence for three (3) days contrary to the Clean Air Act and the Asbestos Regulations;

WHEREAS, Air Safe has denied the allegations set forth in the Complaint and further denies any liability in connection with any asserted violations;

WHEREAS, the Commonwealth's Complaint seeks injunctive relief and the assessment of civil penalties;

WHEREAS, neither this Consent Judgment, nor the performance of the terms within this Consent Judgment by Air Safe shall constitute or be construed as an admission by Air Safe of the factual or legal assertions contained in this Consent Judgment or in the Complaint;

WHEREAS, Air Safe retains the right to controvert in any subsequent proceedings, other than proceedings for the purpose of implementing or enforcing this Consent Judgment, the validity of the facts or determinations contained in this Consent Judgment or the Complaint, except as provided in Section II (Jurisdiction and Venue);

WHEREAS, neither this Consent Judgment, nor terms thereof, nor performance of the terms thereunder, shall constitute a waiver of any defenses or be construed as an admission or acknowledgment by Air Safe of any liability, or an admission of violation of any law, by Air Safe or by its officers, directors, owners, managers, supervisors, employees, agents, successors, or assigns;

WHEREAS, the Commonwealth and Air Safe (collectively, the "Parties") have reached an agreement to fully resolve and settle all of the Commonwealth's claims against Air Safe, including an agreement on the amount of a civil penalty and injunctive relief;

WHEREAS, the Commonwealth and Air Safe consent to the entry of this Consent Judgment without a trial or determination of liability on any issues of fact or law and agree that the entry of this Consent Judgment is an appropriate means to resolve the Commonwealth's allegations; and

WHEREAS, the Parties agree that this full and final settlement of this matter has been negotiated in good faith and at arm's length, that implementation of this Consent Judgment will avoid prolonged and complicated litigation between the Parties, and that this Consent Judgment is consistent with the goals of the Clean Air Act and in the public interest.

NOW, THEREFORE, based on the Joint Motion of the Parties for Entry of this Consent Judgment, and before taking any testimony and without the adjudication of any issue of fact or law except as provided in Section II (Jurisdiction and Venue), it is **ADJUDGED, ORDERED, AND DECREED**, as follows:

## **II. JURISDICTION AND VENUE**

1. The Superior Court has jurisdiction over the subject matter of this action and the authority to grant the relief requested pursuant to G.L. c. 111, §§ 142A and c. 214, §§ 1 and 3(12). Venue is proper in Suffolk County pursuant to G.L. c. 223, § 5.

2. The Complaint alleges facts, which, if proven, would constitute good and sufficient grounds for the relief set forth in this Consent Judgment.

### **III. PARTIES BOUND**

3. This Consent Judgment shall constitute a binding agreement between the Parties, and Air Safe consents to its entry as a full and final judgment by the Court and waives all rights of appeal of this matter upon its entry on the docket. If the Superior Court declines to enter this Consent Judgment on any ground except one related to form, this Consent Judgment is voidable at the option of either Party within fourteen (14) days of the Court's decision. If, on the other hand, the Superior Court determines that substantive modifications to this Consent Judgment are necessary prior to the Court's entry of it, the Parties shall enter into good faith negotiations to discuss the modifications, and this Consent Judgment shall be void unless the AGO and Air Safe agree otherwise in writing within fourteen (14) days of the Court's decision.

4. The provisions of this Consent Judgment shall apply to and bind Air Safe, and any person or entity acting by, for, or through Air Safe, including Air Safe's managers, directors, officers, supervisors, employees, agents, servants, attorneys-in-fact, successors, and assigns.

5. Air Safe shall provide a true copy of this Consent Judgment to all its managers, directors, officers, supervisors, employees, agents, and contractors under Air Safe's supervision whose duties might include compliance with any provision of this Consent Judgment.

6. No change or transfer in ownership or operational control of Air Safe, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Air Safe or its managers, officers, directors, supervisors, employees, agents, servants, attorneys-in-fact, successors, assigns, or contractors under the supervision of Air Safe of any obligation under this Consent Judgment. In the event that Air Safe has already transferred assets to a successor or assign as of the Entry Date, Air Safe shall ensure that the successor or assign receives a copy of this Consent Judgment and agrees to comply with its terms. Any attempt to change or transfer

ownership or operational control of Air Safe without complying with this Paragraph shall constitute a violation of this Consent Judgment.

7. Any transferee, successor, assign, or operator of Air Safe who shall receive a copy of this Consent Judgment shall abide by any injunctive relief measures described in Section V (Injunctive Relief).

8. Air Safe shall not violate this Consent Judgment, and Air Safe shall not allow its officers, directors, managers, supervisors, agents, servants, attorneys-in-fact, employees, successors, assigns, and contractors under its supervision of Air Safe to violate this Consent Judgment. In any action to enforce this Consent Judgment, Air Safe shall not raise as a defense the failure by any of its officers, directors, managers, supervisors, agents, servants, attorneys-in-fact, employees, successors, assigns, and contractors under the supervision of Air Safe to take any actions necessary to comply with the provisions of this Consent Judgment.

9. In addition to any relief specifically provided in this Consent Judgment, Air Safe understands and agrees that violations of this Consent Judgment may be punishable by contempt.

#### **IV. PAYMENT OF CIVIL PENALTIES**

10. Air Safe shall pay to the Commonwealth a civil penalty pursuant to the Clean Air Act in the amount of one-hundred twenty thousand dollars (\$120,000.00), in the following manner:

(a). **Within fourteen (14) days of the entry of this Consent Judgment**, Air Safe shall pay to the Commonwealth the sum of sixty thousand dollars (\$60,000.00).

(b). The balance of the civil penalty, being sixty thousand dollars (\$60,000.00), shall be suspended ("Suspended Penalty"). The Commonwealth shall waive this Suspended Penalty one (1) year from the date the Court enters this Consent Judgment ("Entry Date"), provided that Air Safe, in the opinion of the Department and the AGO,

has complied with all of the terms of this Consent Judgment in all material respects. If the Department or the AGO concludes that Air Safe has not complied with all the terms of this Consent Judgment in all material respects at any time, the AGO shall notify Air Safe in writing of that determination and Air Safe shall pay the Suspended Penalty to the Commonwealth within fourteen (14) days of the AGO's written determination. Any disputes arising under this section shall be addressed in accordance with the procedures described in Section IX ("Dispute Resolution").

(c). Notwithstanding any other provision of this Section IV, the Commonwealth may, in its unreviewable discretion, waive any portion of the Suspended Penalty that becomes due pursuant to this Consent Judgment.

(d). Fifty thousand dollars (\$50,000.00) of the sixty thousand dollars (\$60,000.00) payment to be made pursuant to Paragraph 10(a) shall be deposited into the Environmental Justice Fund, Section 58 of Chapter 140 of the Acts of 2024, to be used consistent with the purposes of the Fund, to be administered and distributed by the Environmental Protection Division of the AGO.

11. Air Safe shall make the above-described civil penalty payment to the Commonwealth by Electronic Funds Transfer ("EFT") to the Commonwealth of Massachusetts in accordance with current EFT procedures, using the following account information:

Commonwealth of Massachusetts, Office of Attorney General  
ABA#: 011075150  
ACCOUNT#: 00088882022  
SANTANDER BANK  
75 STATE STREET  
BOSTON, MA 02109  
TIN: 046002284

and shall include the following in the payment information: “EPD, *Commonwealth v. Clean Slate, Inc. f/k/a Air Safe, Inc. & Safety Environmental Consultants, Inc.*” Any payments received by the Commonwealth after 4:00 P.M. (Eastern Time) will be credited on the next business day. At the time of payment to the Commonwealth, Air Safe shall send notice that such payment has been made to the Commonwealth by electronic mail as set forth below in Section XI (Notices) and shall include the Payer’s Taxpayer Identification Numbers, all the payment information stated in this Paragraph, and the amount of the payment.

## V. INJUNCTIVE RELIEF

12. All terms in this Section shall be read consistently with the definitions set forth in the Clean Air Act and its implementing regulations.

13. Air Safe shall not violate the Clean Air Act or its implementing regulations.

### *a. Enhanced Notification*

14. For one (1) year from the Entry Date, Air Safe shall provide to the Department on a weekly basis beginning the first Friday after the Entry Date, written notification of all asbestos-related work that Air Safe will perform during the following calendar week (i.e. the seven days beginning the first Sunday after the Friday) related to a project where any portion of such project would require notification to the Department pursuant to 310 C.M.R. § 7.15(6) (“Enhanced Notification”). Air Safe may satisfy this Enhanced Notification obligation by submitting copies of the relevant Asbestos Notifications Forms (“ANFs”) (Form ANF-001, also known as BWP AQ04); in any event, Air Safe’s response must include the following information:

- (1) the date of the work;
- (2) the location of the work;
- (3) the entity performing the related asbestos-abatement activity;

- (4) the entity with whom Air Safe has contracted for the work;
- (5) a brief description of the asbestos abatement activity and the work Air Safe has contracted to perform; and
- (6) a sworn certification that the information is true and accurate to the best of the signer's knowledge.

Air Safe shall transmit each Enhanced Notification by email to the Department's regional office or offices responsible for the municipality or municipalities in which the relevant asbestos abatement activity will occur at the email addresses set forth in the following Paragraph, which addresses the Commonwealth may change from time to time by written notification to Air Safe at the contact information set forth below in Section XI (Notices). If Air Safe contracts to perform work that would have been included in an Enhanced Notification, but was not included because Air Safe was hired less than a week prior to performance of the work and Air Safe received emergency authorization, Air Safe shall provide the information it would have provided in the Enhanced Notification promptly after being retained to perform such work, but in any event at least twenty-four (24) hours prior to performing such work unless Air Safe was hired within twenty-four (24) hours prior to performing such work, in which case Air Safe shall provide the information that it would have provided in the Enhanced Notification as soon as possible prior to conducting the work.

15. Air Safe shall make the Enhanced Notifications described in the previous Paragraph to the appropriate Department regional office at the following e-mail addresses:

For the Central Region:

Asbestos Program Section Chief  
Department of Environmental Protection  
8 New Bond Street  
Worcester, MA 01606

For the Northeastern Region:

Asbestos Program Section Chief  
Department of Environmental  
Protection  
150 Presidential Way

christa.cronk@mass.gov

For the Southeastern Region:

Asbestos Program Section Chief  
Department of Environmental Protection  
20 Riverside Drive  
Lakeville, MA 02347  
SERO.asbestos@mass.gov

Woburn, MA 01801  
nero.asbestos@mass.gov

For the Western Region:

Asbestos Program Section Chief  
Department of Environmental  
Protection  
436 Dwight Street  
Springfield, MA 01103  
john.moriarty@mass.gov

*b. Training and Certification Requirements*

16. Within ninety (90) days of the Entry Date, Air Safe shall submit to the AGO, with a copy to the Department, a sworn certification that each of its supervisors has successfully completed an asbestos supervisor refresher course during 2025 that meets the requirements of 454 C.M.R. § 28.05(5)(b). This submittal shall also include a sworn certification that each of its non-supervisory employees who worked on the Jobs and is still employed by Air Safe as of the Entry Date has successfully completed an asbestos worker refresher course during 2025 that meets the requirements of 454 C.M.R. § 28.05(5)(a). These refresher courses must have durations of at least eight hours and be approved by the Massachusetts Department of Labor Standards (“DLS”) during the calendar year prior to such certification. Air Safe shall include supporting documentation from the training provider (i.e. certificates of completion) in its submission to the Commonwealth.

17. Any information provided by Air Safe pursuant to this Consent Judgment may be used by the Commonwealth for any purpose, including in any proceeding to enforce the provisions of this Consent Judgment.

## **VI. PRESERVATION OF RECORDS**

18. In addition to complying with any other applicable local, State, or federal records preservation requirements, until five (5) years after the Entry Date, Air Safe will preserve at least one legible copy of all documents in its possession, custody, or control that relate to the performance of Air Safe's obligations under this Consent Judgment. If Air Safe retains or employs any agent, consultant, or contractor for the purpose of complying with the terms of this Consent Judgment, then Air Safe's agreement or contract with the agent, consultant, or contractor shall require such person or persons to provide Air Safe with a copy of all documents relating to the performance of Air Safe's obligations under this Consent Judgment. This requirement includes electronic documents. Any copies of documents subject to this requirement may be maintained in an electronic format.

## **VII. INTEREST AND COLLECTIONS**

19. If any payment required pursuant to this Consent Judgment is late or not made, Air Safe shall pay interest on any overdue amount for the period of such nonpayment at the rate of twelve percent (12%) pursuant to G.L. c. 231, § 6B, computed monthly, and shall pay all expenses associated with collection by the Commonwealth of the unpaid amounts and interest for any period of nonpayment after the payment obligation becomes due, including reasonable attorneys' fees.

## **VIII. EFFECT OF CONSENT JUDGMENT**

20. Upon compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall fully resolve Air Safe's liability, and the liability for all persons bound by this Consent Decree, for the specific legal and factual claims alleged in the Complaint, and (b) the

Commonwealth shall fully release Air Safe, and all persons bound by this Consent Decree, for liability for the specific legal and factual claims alleged in the Complaint.

21. Nothing in this Consent Judgment: (a) shall bar any action by the Commonwealth on any legal claim not specifically pleaded in the Complaint or for any violations not revealed to the Commonwealth; (b) shall be deemed to excuse noncompliance by Air Safe, a successor, or any of the persons or entities otherwise bound by this Consent Judgment with any law or regulation; or (c) shall preclude a separate or ancillary action by the Commonwealth to enforce the terms of this Consent Judgment, or any permit or other approval issued by the Department relative to the Facility.

22. Nothing in this Consent Judgment shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Judgment.

#### **IX. DISPUTE RESOLUTION**

23. Unless otherwise provided in this Consent Judgment, the Dispute Resolution procedures in this Section shall be the exclusive mechanism for Air Safe to resolve disputes arising under or with respect to this Consent Judgment. These procedures, however, shall not apply to actions by the Commonwealth or the Department to enforce obligations of Air Safe under this Consent Judgment.

24. If Air Safe disagrees with a written determination of the Department or the AGO, then Air Safe may, within fourteen (14) days of the date of the Department's or AGO's written determination, in accordance with Section XI (Notices), request reconsideration of the determination by submitting to the Department, with a copy to the AGO, any information or material it believes demonstrates that the Department's or the AGO's determination was erroneous. Unless otherwise provided in this Consent Judgment, Air Safe's failure to submit a

request for reconsideration within the period specified in this Paragraph shall constitute a waiver of Air Safe's ability to seek reconsideration and, in that case, the Department's or the AGO's determination shall be final. If, after consideration of a timely request for reconsideration, the Department or the AGO decides to affirm, in whole or in part, its original determination, then the Department or the AGO shall notify Air Safe of its determination on reconsideration.

25. The Department's or the AGO's determination on reconsideration shall be final unless Air Safe seeks judicial review of the determination on reconsideration by filing with the Court and serving on the Commonwealth, in accordance with Section XI (Notices), a motion requesting judicial resolution of the dispute(s) in this case within thirty (30) days of receipt of the Department's or the AGO's determination on reconsideration. In an action for judicial review under this Section, Air Safe shall bear the burden of demonstrating that the Department's or the AGO's determination(s) was arbitrary and capricious or otherwise not in accordance with law. Air Safe's motion and supporting memorandum shall not raise any new issues or be based on new facts or information that Air Safe did not present previously to the Department or the AGO during the dispute resolution process described in this Section.

#### **X. MISCELLANEOUS**

26. Air Safe understands and agrees that, pursuant to 11 U.S.C. § 523(a)(7), the civil penalty and any other costs or sums that Air Safe may be required to pay under this Consent Judgment are not subject to discharge in any bankruptcy.

27. Air Safe shall pay all expenses, including reasonable attorneys' fees and costs, incurred by the Commonwealth in the enforcement of this Consent Judgment.

28. Air Safe waives entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

29. The titles in this Consent Judgment have no independent legal significance and are used merely for the convenience of the Parties.

30. Massachusetts law shall govern the interpretation and enforcement of this Consent Judgment.

31. In computing any period of time under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or State or Federal holiday, the period shall run until the close of business of the next business day.

## XI. NOTICES

32. Unless otherwise specified in this Consent Judgment, notices and submissions required by this Consent Judgment shall be made in writing by first class mail to the following addresses:

For the Attorney General's Office  
Zeus H. Smith  
Assistant Attorney General  
Environmental Protection Division  
Office of the Attorney General  
One Ashburton Place, 18th Floor  
Boston, MA 02108  
(617) 963-2294  
[zeus.smith@mass.gov](mailto:zeus.smith@mass.gov)

For the Department:  
Anne Blackman  
Chief Regional Counsel  
Massachusetts Department of  
Environmental Protection  
8 New Bond Street  
Worcester, MA 01606  
(617) 352-4746  
[anne.blackman@mass.gov](mailto:anne.blackman@mass.gov)

For Clean Slate, Inc., f/k/a Air Safe, Inc.:  
Air Safe, Inc.  
PO Box 474  
Wrentham, MA 02093  
Attn: Ryan Gallagher  
[Ryan@airsafeinc.com](mailto:Ryan@airsafeinc.com)

with a copy to:

Adam M. Dumville  
McLane Middleton, PA  
1 New Hampshire Avenue, Suite 200  
Portsmouth, NH 03801  
(603) 230-4414  
[adam.dumville@mcclane.com](mailto:adam.dumville@mcclane.com)

or, to such other place or to the attention of such other individual as a Party may from time to time designate by written notice to the other Party to this Consent Judgment.

## **XII. INTEGRATION**

33. Except as expressly set forth in this Consent Judgment, this Consent Judgment sets forth all of the obligations of the Parties and represents the complete and exclusive statement of the Parties with respect to the terms of the settlement agreement embodied by this Consent Judgment; any other representations, communications or agreements by or between the Parties shall have no force and effect.

## **XIII. MODIFICATION**

34. The terms of this Consent Judgment may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to any term of this Consent Judgment, it shall be effective only by written approval of the Parties and the approval of the Court. The AGO's decision to extend a deadline in this Consent Judgment shall not constitute a material change for purposes of this Paragraph.

## **XIV. AUTHORITY OF SIGNATORY**

35. The person signing this Consent Judgment on behalf of Clean Slate, Inc., f/k/a Air Safe, Inc., acknowledges: (a) that they have personally read and understand each of the numbered Paragraphs of this Consent Judgment; (b) that, to the extent necessary, Air Safe's owners, managers, directors, officers, and shareholders have consented to Air Safe entering into this Consent Judgment and to its entry as a Final Judgment; and (c) that they are authorized to sign and bind Air Safe to the terms of this Consent Judgment.

#### **XV. RETENTION OF JURISDICTION**

36. The Court shall retain jurisdiction over this case for purposes of resolving disputes that arise under this Consent Judgment, entering orders modifying this Consent Judgment, or effectuating or enforcing compliance with the terms of this Consent Judgment and any permits, approvals, or directives issued by the Department or the AGO pursuant to the terms of this Consent Judgment.

#### **XVI. FINAL JUDGMENT**

37. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment of the Court.

#### **XVII. TERMINATION DATE**

38. Air Safe may provide the AGO, with a copy to the Department, a written request for termination of this Consent Judgment after Air Safe has complied with Sections IV and V of the Consent Judgment for one (1) year after the Entry Date. The request for termination shall include any necessary supporting documentation.


39. Following receipt by the AGO of Air Safe's request for termination, the Parties shall confer informally concerning the request and any disagreement that the Parties have as to whether Air Safe has satisfactorily complied with the requirements for termination of this Consent Judgment. If the Commonwealth agrees that the Consent Judgment may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Consent Judgment.

40. If the Commonwealth does not agree that the Consent Judgment may be terminated, Air Safe may invoke Dispute Resolution under Section VIII (Dispute Resolution) of this Consent

Judgment. Air Safe, however, shall not seek to utilize the Dispute Resolution process in Section VIII until sixty (60) days after service of its request for termination.

**IT IS SO ORDERED. JUDGMENT** is hereby entered in accordance with the foregoing.

By the Court:

  
\_\_\_\_\_  
JUSTICE, SUPERIOR COURT  
Baker J

5/18/21  
Date

The Undersigned Parties enter into this Consent Judgment:

FOR THE COMMONWEALTH OF  
MASSACHUSETTS

By its attorney,

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL



Zeus H. Smith, BBO No. 712609

Assistant Attorney General

[zeus.smith@mass.gov](mailto:zeus.smith@mass.gov)

Environmental Protection Division

Office of the Attorney General

One Ashburton Place, 18th Floor

Boston, MA 02108

(617) 963-2294

4/30/26  
Date

FOR CLEAN SLATE, INC., f/k/a AIR SAFE,  
INC.

By its attorney,



Adam Dumville, BBO No. 681662

Director

[adam.dumville@mcclane.com](mailto:adam.dumville@mcclane.com)

McLane Middleton

1 New Hampshire Avenue, Suite 200

Portsmouth, NH 03801

603) 230-4414

4/24/26  
Date