

NOTIFY

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO. 2584cv2403

6

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

COMPASS RESTORATION SERVICES, LLC,

Defendant.

CONSENT JUDGMENT

WHEREAS, Defendant Compass Restoration Services, LLC ("Compass") is a Massachusetts limited liability corporation engaged in asbestos abatement and lead abatement services with its principal office at 1020 East Street in Ludlow, Massachusetts.

WHEREAS, the Commonwealth's Complaint filed together with this Consent Judgement alleges that Compass improperly and unlawfully removed, handled, and packaged asbestos-containing material ("ACM") and asbestos-containing waste material ("ACWM") during asbestos abatement projects in South Hadley, Ashfield, and East Longmeadow, Massachusetts in 2022;

WHEREAS, Compass had been contracted to perform asbestos abatement work as part of the renovation of the commercial building complex located at 7 Gaylord Street in South Hadley, Massachusetts (the "South Hadley Facility"), including in a roof-level enclosed space housing mechanical and utility equipment ("Mechanical Penthouse");

NOTICE TO THE PARTIES PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 17.1. NOTICE SENT TO PARTIES PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 17.1.

Sept 9, 25

WHL
S.A.T.
A.E.S.

WHEREAS, in November 2021, the enclosed Mechanical Penthouse contained a substantial amount of piping and ductwork covered with intact ACM insulation;

WHEREAS, the Complaint alleges that sometime before February 24, 2022, the Mechanical Penthouse had been partially dismantled leaving the piping and ductwork exposed to the outdoor air, and that Compass improperly and unlawfully removed and handled dry, friable, ACM insulation from piping and ductwork in the Mechanical Penthouse;

WHEREAS, the Complaint further alleges that Compass unlawfully handled and removed ACM insulation in the Mechanical Penthouse without following required procedures and left dry, friable ACM and ACWM dust and debris exposed to the outside air inside the partially dismantled Mechanical Penthouse and on the roof of the South Hadley facility, potentially exposing workers and nearby residents;

WHEREAS, the South Hadley Facility is located in a light industrial, commercial, and residential area with at least twenty single-family houses, apartment buildings, and commercial buildings located within approximately 500-750 feet from the Mechanical Penthouse;

WHEREAS, the Complaint further alleges that sometime on or before September 9, 2022, Compass began work on an asbestos abatement project involving replacement of a boiler covered in ACM insulation in the basement of a single-family house located at 12 Lilliput Road in Ashfield, Massachusetts ("Ashfield House");

WHEREAS, the Complaint also alleges that Compass improperly and unlawfully removed, handled, and packaged dry, friable ACM boiler insulation in the Ashfield House without following the required procedures and left some dry, friable ACM and ACWM removed from the boiler exposed to the air in an enclosed asbestos abatement workspace in the

basement where Compass asbestos abatement employees were working, placing those workers inside the enclosure at potential risk of exposure;

WHEREAS, the Complaint further alleges that, sometime on or before September 28, 2022, Compass began work on an asbestos abatement project at a single-family house located at 38 Holland Drive in East Longmeadow, Massachusetts (“East Longmeadow House”) involving the removal of ACM siding from the house’s exterior;

WHEREAS, the Complaint also alleges that Compass improperly and unlawfully removed, handled, and packaged ACM siding from the East Longmeadow House and left pieces of dry, friable ACM and ACWM on the ground outside, exposing or potentially exposing workers and nearby residents to airborne asbestos fibers;

WHEREAS, the Complaint also alleges that at least twenty-five other single-family residential houses are located within a 500-foot radius of the East Longmeadow House, with a few houses being as close as approximately fifty- to 100-feet away;

WHEREAS, the Complaint alleges that Compass’s above-described failure to fully comply with all work practice and procedural requirements potentially released asbestos fibers into the ambient air, risking asbestos exposure to the public, including workers and nearby residents, and harm to the environment;

WHEREAS, the Complaint alleges that Compass’s above-described illegal removal, handling, and packaging of ACM and ACWM violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A–142O (“CAA”), and 310 C.M.R. 7.15 (“Asbestos Regulations”);

WHEREAS, Compass denies the factual allegations in the Complaint and further denies any liability for the claims asserted in the Complaint, but nonetheless consents to the entry of this

Consent Judgment in order to avoid the time, burden, and expense of contesting such liability with further litigation and at trial;

WHEREAS, the Commonwealth and Compass (collectively, the "Parties") negotiated the provisions, terms, and requirements of this Consent Judgment in good faith and at arm's length, and that entry of this Consent Judgment will avoid further litigation between the Parties and a trial; and

WHEREAS, the Parties consent to entry of this Consent Judgment without a trial of any facts or issues and agree that entry of this Consent Judgment is an appropriate way to resolve this dispute, is in the public interest, and is consistent with the goals of the CAA and the Asbestos Regulations.

NOW, THEREFORE, based on the Motion for Entry of this Consent Judgment and without the adjudication of any issue of fact or law except as provided in Paragraphs 1 and 2 of this Consent Judgment (Jurisdiction and Venue), it is hereby ORDERED, ADJUDGED and DECREED, as follows:

Jurisdiction and Venue

1. The Superior Court has jurisdiction over the subject matter of this action and over the Parties thereto pursuant to G.L. c. 111, § 142A. G.L. c. 214, §§ 1 and 3(12), and G.L. c. 12, § 11D. Venue lies in Suffolk Superior Court pursuant to G.L. c. 223, § 5.

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

Monetary Relief

3. Compass shall pay the Commonwealth a civil penalty of \$115,000 for the violations alleged in the Complaint. Of this \$115,000 civil penalty, \$57,500 shall be deposited by the

Commonwealth into the Commonwealth's Environmental Justice Trust Fund established pursuant to Section 58 of Chapter 140 of the Acts of 2024 ("Environmental Justice Fund"), to be used consistent with the purposes of the Environmental Justice Fund, and to be administered and distributed by the Environmental Protection Division of the Attorney General's Office. This \$115,000 civil penalty shall be paid in accordance with the installment payment schedule set forth below in paragraphs 4 through 8 of this Consent Judgment.

4. Within three days after entry of this Consent Judgment by the Court ("Entry Date"), Compass shall pay to the Commonwealth a \$50,000 civil penalty. Of this \$50,000 civil penalty, \$37,500 shall be deposited by the Commonwealth into the Environmental Justice Fund.

5. By no later than eight months from the Entry Date, Compass shall pay to the Commonwealth a \$40,000 civil penalty. Of this \$40,000 civil penalty, \$20,000 shall be deposited by the Commonwealth into the Environmental Justice Fund.

6. By no later than one year from the Entry Date, Compass shall pay to the Commonwealth a \$25,000 civil penalty. If, however, MassDEP, in its reasonable discretion, determines that from the Entry Date until 360-days after the Entry Date, Compass has remained in full compliance with the Asbestos Regulations, and, further, that Compass has fully and satisfactorily completed all the requirements in Paragraphs 3 through 5, above, and the requirements of the below paragraphs 9 through 14, the final, \$25,000 payment installment required by this Paragraph shall be waived by the Commonwealth.

7. All payments due under the above Paragraphs 3 through 6 shall be made via electronic funds transfer ("EFT") in accordance with current EFT procedures, by transferring funds to the following account:

Commonwealth of Massachusetts, Office of Attorney General
ABA#: 011075150
ACCOUNT#: 000 8888 2022
SANTANDER BANK
75 STATE STREET
BOSTON, MA 02109
Taxpayer Identification Number ("TIN"): 046002284

Each ETF shall include Compass's TIN and note that the payment is for civil penalties in *Commonwealth v. Compass Restoration Services LLC*, Suffolk Superior Court.

8. If any payment required pursuant to this Consent Judgment is late or not made, Compass shall pay interest on any overdue amount for the period of such nonpayment at the rate of twelve percent (12%) per annum 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.

Injunctive Relief

9. For the purposes of Paragraphs 9 through 14, all terms that are defined by the CAA and the Asbestos Regulations shall have the meaning assigned to them in that act and those regulations.

10. Compass shall not perform any asbestos abatement activity in the Commonwealth of Massachusetts except in compliance with the CAA and Asbestos Regulations.

11. By the first day of the first full fiscal quarter after entry of this Consent Judgment, Compass shall submit to MassDEP, with a copy to the Attorney General, a table forecasting all of Compass's projects that have the potential to impact suspect ACM for that fiscal quarter. The table shall include at least the following information: (a) project name, (b) client name, (c) project manager, (d) trained supervisor(s) who will be present on site, (e) status of project;

and (f) the types of suspect ACM that may be impacted by the project. Within ten (10) business days of a written request from MassDEP or the Attorney General, Compass shall provide additional related information in its possession on any listed project including but not limited to: (a) names of subcontractors, (b) scope of work, (c) surveys, and (d) any notifications that have been or will be filed with MassDEP. Compass shall provide this table in this manner by the first day of each successive fiscal quarter, forecasting the work of that fiscal quarter, for one (1) year following the Entry Date. If Compass contracts to perform any project that it would have been required to list on a quarterly table by this Paragraph, but failed to do so because Compass contracted for the work after the date by which it submitted the quarterly table to MassDEP for that fiscal quarter, then Compass shall provide the same information it would have included in the quarterly table to MassDEP by the same manner it would have provided the quarterly table, at least by ten business days prior to the start of such project.

12. Compass shall provide the table described in the previous Paragraph to the Office of the Attorney General at the address set forth in Paragraph 15. Compass shall provide the notification to MassDEP by sending a copy to each regional office of MassDEP that covers any location listed on a given table at the following email addresses:

For the Central Region:
Asbestos Program Section Chief
Department of Environmental Protection
8 New Bond Street
Worcester, MA 01606
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

For the Northeastern Region:
Asbestos Program Section Chief
Department of Environmental Protection
150 Presidential Way
Woburn, MA 01801
Grady.Dante@mass.gov

For the Western Region:
Asbestos Program Section Chief
Department of Environmental Protection
436 Dwight Street
Springfield, MA 01103
John.Moriarty@mass.gov

13. Any information provided by Compass pursuant to this Consent Judgment may be used by the Commonwealth in any proceeding to enforce the provisions of this Consent Judgment.

14. The Commonwealth or MassDEP may alter these addresses from time to time by notification to Compass at the addresses set forth in Paragraph 15

Notices and Submissions

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

To MassDEP:

Christine LeBel
Chief Regional Counsel
MassDEP,
Western Regional Office
436 Dwight Street, 5th Floor
Springfield, MA 01103
christine.lebel@mass.gov

To the Office of the Attorney General:

Louis Dundin
Assistant Attorney General
Deputy Division Chief
Office of the Attorney General,
Environmental Protection Division
One Ashburton Place
Boston, Massachusetts 02108
Louis.Dundin@mass.gov

To Compass:

Nichole Henriques
President
Compass Restoration Services, LLC
1020 East Street
Ludlow, MA 01056
nichole@compassrestorationservices.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.

Parties Bound

16. The civil penalty payment provisions of the above Paragraphs 3 through 8 shall be binding on Compass, its successors, and assigns.

17. The injunctive provisions in the above paragraphs 9 through 14 shall be binding on Compass, its affiliates, agents, environmental consultants, contractors, servants, employees, successors, assigns, and all persons in active concert or participation with Compass who receive actual notice of this Consent Judgment by personal service or otherwise.

18. This Consent Judgment shall constitute a binding agreement between the Parties, and Compass consents to its entry as a final judgment by the Court. 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 any of the Parties within fourteen 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 Parties agree otherwise in writing within fourteen days of the Court's decision.

Conditional Release of Claims, Release of Counterclaims, and Reservation of Rights

19. Upon full compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall resolve Compass's liability for the specific legal claims alleged against Compass in the Complaint and (b) the Commonwealth shall release Compass from liability for the specific legal claims alleged against Compass in the Complaint.

20. Except as otherwise provided herein, 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 any noncompliance by Compass, its officers, managers, affiliates, agents, environmental consultants, contractors, subcontractors, employees, servants, successors, and assigns, or any of the persons or entities otherwise bound by this Consent Judgment with the requirements of any

law or regulation; or (c) shall preclude a future separate or ancillary action by the Commonwealth against Compass to enforce this Consent Judgment, or any violations of any laws or regulations other than those for which liability is conditionally released pursuant to the preceding paragraph.

21. 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.

Retention of Jurisdiction and Miscellaneous Provisions

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

23. 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.

24. The Court shall retain jurisdiction over this case to effectuate and enforce compliance with the terms and requirements of this Consent Judgment.

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

26. Massachusetts law shall govern the enforcement of this Consent Judgment.

27. Compass knowingly and voluntarily waives all rights of appeal in this action, unless the Consent Judgment is voided pursuant to the above Paragraph 18.

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

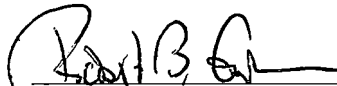
29. Except as expressly set forth in this Consent Judgment, this Consent Judgment sets forth all of the obligations of the Parties and represents the complete and exclusive statement of the Parties with respect to the terms of the settlement agreement embodied by this Consent Judgment; any other representations,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

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

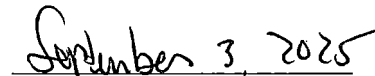
31. In addition to any relief specifically provided for herein, Compass understands and agrees that violations of this Consent Judgment are subject to the Commonwealth initiating an action seeking a judgment of civil contempt of court.

JUDGMENT is hereby entered in accordance with the foregoing this 3^d day of September, 2025.

Approved and so ordered:




Justice, Superior Court



Date

FOR THE COMMONWEALTH OF
MASSACHUSETTS


ANDREA JOY CAMPBELL
ATTORNEY GENERAL



Louis M. Dundin BBO No. 660359
Assistant Attorney General
Deputy Division Chief
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 963-2433 - Louis.Dundin@mass.gov
Dated: August 27, 2025

FOR COMPASS RESTORATION SERVICES
LLC

By its president:



Nichole Henriques
President
Compass Restoration Services, LLC
1020 East Street
Ludlow, MA 01056
nichole@compassrestorationservices.com

Dated: August 22, 2025

CONSENT

Defendant ("Compass") admits to the continuing jurisdiction of the Superior Court as to the personal and subject matter jurisdiction of this action, and hereby consent to the entry of the Consent Judgment in the form attached hereto. In so consenting, Compass's Manager and Authorized Signatory, Nichole Henriques, states that she has personally read and understands each of the numbered paragraphs of the Consent Judgment. Compass's Manager and Authorized Signatory further states that she is authorized to sign this Consent on behalf of Compass, and to bind Compass to the terms of the Consent Judgment.

Defendant Compass waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure (beyond those findings of fact included within the Consent Judgment).

Defendant Compass further understands that any violation of the Consent Judgment may be punishable by contempt.

ASSENTED TO, WAIVING ALL RIGHTS TO APPEAL:

By:

Nichole Henriques

Nichole Henriques, Manager and Authorized Signatory,
Compass Restoration Services, LLC, duly authorized

Dated this 22 day of August 2025