

NOTIFY

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

CIVIL ACTION No.

2584CV2407 E

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

IMPERIAL PARK 'N SHOP, INC.,

Defendants.

**CONSENT JUDGMENT BETWEEN**  
**COMMONWEALTH OF**  
**MASSACHUSETTS AND**  
**IMPERIAL PARK 'N SHOP, INC.**

SUFFOLK SUPERIOR COURT  
CIVIL CLERK'S OFFICE  
2025 AUG 28 P 12:35  
JULIA L. BROWN, CLERK

I. INTRODUCTION

WHEREAS, Plaintiff, the Commonwealth of Massachusetts ("Commonwealth"), acting by and through the Attorney General and the Massachusetts Department of Environmental Protection ("Department"), has filed a Complaint in this action alleging that Defendant, Imperial Park 'n Shop, Inc. ("Imperial Park 'n Shop"), has violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A-O ("CAA") and its regulations at 310 C.M.R. § 7.15 ("Asbestos Regulations") at a flooring renovation project located at its supermarket in Auburn, Massachusetts ("Park 'n Shop" or "supermarket");

WHEREAS, the Complaint alleges that Imperial Park 'n Shop caused or allowed a pattern of violations including removing asbestos containing material ("ACM") from its supermarket without notifying the Department, removing ACM without taking necessary

JUDGMENT ENTERED ON DOCKET  
FURNISH TO THE RECORDERS OF MASS. R. CIV. P. 171  
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-  
CEDURES OF MASS. R. CIV. P. 171.12 AS FOLLOWS

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protective precautions for its employees related to asbestos abatement, failing to employ a licensed asbestos inspector to undertake a survey prior to ACM removal , and illegally removing, handling, and storing ACM and/or asbestos containing waste material (“ACWM”);

WHEREAS, the Complaint seeks injunctive relief and the assessment of a civil penalty;

WHEREAS, Imperial Park ‘n Shop has filed an Answer to the Complaint denying allegations in the Complaint and any liability arising out of the facts or laws referenced or alleged in the Complaint;

WHEREAS, the Commonwealth and Imperial Park ‘n Shop (collectively the “Parties”) have reached an agreement to resolve the Commonwealth’s claims against Imperial Park ‘n Shop;

WHEREAS, the Commonwealth and Imperial Park ‘n Shop consent to the entry of this Consent Judgment without a trial on any issues and agree that the entry of this Consent Judgment is an appropriate means to resolve this case; and

WHEREAS, the Parties agree that the 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 CAA 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 over the parties to it pursuant to G.L. c. 111, §§ 142A-O and G.L. c. 214, §§ 1 and 3. 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 the Parties consent to its entry as a final judgment by the Court and waive all rights of appeal 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 Commonwealth and Imperial Park 'n Shop agree otherwise in writing within fourteen (14) days of the Court's decision.

4. This Consent Judgment shall apply to and bind Imperial Park 'n Shop, and any person or entity acting by, for, or through Imperial Park 'n Shop, including Imperial Park 'n Shop's directors, officers, supervisors, employees, agents, servants, attorneys-in-fact, successors and assigns acting by, for, or through Imperial Park 'n Shop, and those persons in active concert or participation with Imperial Park 'n Shop acting by, for or through Imperial Park 'n Shop who receive notice of this Consent Judgment.

5. Imperial Park ‘n Shop shall provide a true copy of this Consent Judgment to all of its directors, officers, supervisors, employees, and agents whose duties might include compliance with any provision of this Consent Judgment.

6. Imperial Park ‘n Shop shall not violate this Consent Judgment, and Imperial Park ‘n Shop shall not allow its officers, directors, agents, servants, attorneys-in-fact, employees, successors, assigns, or contractors acting by, for or through Imperial Park ‘n Shop to violate this Consent Judgment. In any action to enforce this Consent Judgment, Imperial Park ‘n Shop shall not raise as a defense the failure by any of its directors, officers, supervisors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Judgment.

#### **IV. PAYMENT OF CIVIL PENALTY**

7. Imperial Park ‘n Shop shall pay to the Commonwealth a civil penalty of three hundred thousand dollars (\$300,000.00) (the “Payment”) in the following manner:

- a. Within thirty (30) days of the date of entry of this Consent Judgment, Imperial Park ‘n Shop shall pay to the Commonwealth the sum of two hundred forty thousand dollars (\$240,000.00) (the “Initial Payment”).
- b. One hundred fifty thousand dollars (\$150,000.00) of the Initial Payment made pursuant to this Paragraph shall be deposited into the Environmental Justice Fund, G.L. c. 29 §2IHHH, added by Section 58 of Chapter 29 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 Attorney General’s Office.

8. The balance of the Payment, being sixty thousand dollars (\$60,000.00), shall be suspended (“Suspended Payment”). The Commonwealth shall waive this Suspended Payment

one (1) year from the date Imperial Park 'n Shop enters this Consent Judgment onto the docket in this matter ("Entry Date") so long as Imperial Park 'n Shop has previously complied with all of the requirements in Section IV (Payment of Civil Penalty) and Section V (Compliance Requirements) in the reasonable opinion of the Commonwealth. If the Commonwealth reasonably believes that Imperial Park 'n Shop has not complied with all of the requirements in Section IV and Section V of this Consent Judgment by the date that is one (1) year from the Entry Date, then it shall notify Imperial Park 'n Shop in writing of that determination and Imperial Park 'n Shop shall pay the Suspended Payment to the Commonwealth within ten (10) days of the written determination of the Commonwealth.

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

10. Imperial Park 'n Shop shall make the above-described payments 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 the Attorney General  
ABA#: 011075150  
ACCOUNT#: 00088882022  
SANTANDER BANK  
75 STATE STREET  
BOSTON, MA 02109  
TIN: 84-4815903

and shall include the following in the payment information: "EPD, Commonwealth v. Imperial Park 'n Shop, 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, Imperial Park 'n Shop

shall send notice that such payment has been made to the Commonwealth by electronic mail as set forth below in Section X (Notices) and shall include Imperial Park 'n Shop's Tax Identification Number, all of the payment information described in this Paragraph, and the amount of the payment. The Commonwealth may alter this payment information from time to time pursuant to Section X (Notices) of this Consent Judgment.

## **V. COMPLIANCE REQUIREMENTS**

11. For the purposes of this Section V, all terms that are defined by the CAA and the Asbestos Regulations shall have the meaning assigned to them in the CAA and the Asbestos Regulations. If any terms are undefined by the CAA and the Asbestos Regulations but are defined by the asbestos licensing regulations at 454 C.M.R. §§ 28.00-28.20, those definitions shall apply.

12. Imperial Park 'n Shop understands that any asbestos abatement activity in the Commonwealth of Massachusetts must comply with the CAA and Asbestos Regulations.

### **A. TRAINING REQUIREMENTS**

13. Within six (6) months of the Entry Date, Imperial Park 'n Shop shall submit to the Commonwealth a sworn certification that Tariq H. Fayyad, Executive Vice President, Meehan Realty Management Corp., has completed the Asbestos Operations and Maintenance training course, as described at 454 C.M.R. § 28.05(8)(a), conducted by a training provider accredited by the Massachusetts Department of Labor Standards ("DLS") ("Training Course"), along with supporting documentation from the training provider (e.g., a certification of completion from the trainer).

14. In the event that Tariq Fayyad is either physically unable to complete the Training Course or no longer employed by Meehan Realty Management Corp., Imperial Park 'n Shop may substitute an employee to complete the Training Course. Imperial Park 'n Shop shall notify and receive permission from the Commonwealth prior to substituting another employee to complete the Training Course.

## **VI. INTEREST AND COLLECTIONS**

15. If any payment required pursuant to this Consent Judgment is late or not made, Imperial Park 'n Shop 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.

## **VII. EFFECT OF CONSENT JUDGMENT**

16. Upon compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall resolve Imperial Park 'n Shop's liability for the specific legal claims alleged against it in the Complaint, and (b) the Commonwealth shall release Imperial Park 'n Shop and its officers, directors, agents, servants, attorneys-in-fact, employees, successors, assigns, and contractors from liability for the specific legal claims alleged against Imperial Park 'n Shop in the Complaint.

17. Nothing in this Consent Judgment, or any permit or approval issued by the Department: (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 Imperial Park 'n Shop 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.

18. 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.

### **VIII. MISCELLANEOUS**

19. Imperial Park 'n Shop understands and agrees that, pursuant to 11 U.S.C. § 523(a)(7), the payment and any other costs or sums that Imperial Park 'n Shop may be required to pay under this Consent Judgment are not subject to discharge in any bankruptcy.

20. Imperial Park 'n Shop shall pay all expenses, including reasonable attorneys' fees and costs, incurred by the Commonwealth in the enforcement of this Consent Judgment if the Commonwealth prevails.

21. The Parties waive entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

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

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

24. 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.

## IX. NOTICES

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

For the Attorney General's Office and the Commonwealth:

Edwin J. Ward IV  
Assistant Attorney General  
Environmental Protection Division  
Office of the Attorney General  
One Ashburton Place, 18th Floor  
Boston, MA 02108  
Edwin.ward@mass.gov

For the Department:

Anne Blackman  
Chief Regional Counsel  
Central Regional Office  
Massachusetts Department of  
Environmental Protection  
8 New Bond Street  
Worcester, MA 01606  
anne.blackman@mass.gov

For Imperial Park 'n Shop, Inc.:

Jeffrey R. Porter  
Holland & Knight LLP  
10 St. James Avenue  
Boston, MA 02116  
Jeff.Porter@hklaw.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.

## X. INTEGRATION

26. Except as expressly set forth in this Consent Judgment, this Consent Judgment sets forth all of the rights and 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.

#### **XI. MODIFICATION**

27. 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 Commonwealth's decision to extend a deadline in this Consent Judgment shall not constitute a material change for purposes of this Paragraph.

#### **XII. AUTHORITY OF SIGNATORY**

28. The person signing this Consent Judgment on behalf of Imperial Park 'n Shop acknowledges: (a) that he or she has personally read and understands each of the numbered Paragraphs of this Consent Judgment; (b) that, to the extent necessary, Imperial Park 'n Shop's managers, directors, officers, and shareholders have consented to Imperial Park 'n Shop entering into this Consent Judgment and to its entry as a Final Judgment; and (c) that he or she is authorized to sign and bind Imperial to the terms of this Consent Judgment.

#### **XIII. EFFECTIVE DATE**

29. This Consent Judgment shall be effective when the Court enters the Consent Judgment on the docket.

#### **XIV. RETENTION OF JURISDICTION**

30. 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.

**XV. FINAL JUDGMENT**

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

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

By the Court:

  
\_\_\_\_\_  
JUSTICE, SUPERIOR COURT

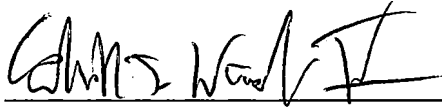
8/29/2025  
Date

The Undersigned Parties enter into this Consent Judgment in the matter of *Commonwealth v. Imperial Park 'n Shop, Inc.* (Suffolk Superior Court).

FOR THE COMMONWEALTH OF  
MASSACHUSETTS

FOR IMPERIAL PARK 'N SHOP, INC.

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL



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Dated: August 28, 2025



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Dated:

August 27, 2025