NOTIFY 3

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION No. 2684CV1802 F

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

HOLTEC PILGRIM, LLC and HOLTEC DECOMMISSIONING INTERNATIONAL, LLC

Defendant(s).

CONSENT JUDGMENT

SUFFOLK SUPERIOR COURT CIVIL OFFICE
2026 JUN 18 P 12:09

I. INTRODUCTION

WHEREAS, Plaintiff, the Commonwealth of Massachusetts (the "Commonwealth"), acting by and through the Attorney General and the Massachusetts Department of Environmental Protection (the "Department"), has filed a Complaint in this action alleging that Defendants, Holtec Pilgrim, LLC ("Holtec Pilgrim") and Holtec Decommissioning International, LLC ("HDI") (collectively "Holtec"), have violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A–O (the "Air Act"), and its implementing regulations, 310 C.M.R. § 7.15 (the "Asbestos Regulations"), during demolition and renovation of the former Pilgrim Nuclear Power Station ("Pilgrim") at 600 Rocky Hill Road, Plymouth, Massachusetts (the "Site");

WHEREAS, the Complaint alleges that Holtec Pilgrim is the owner of the Site and HDI is the license holder and decommissioning operator for the Site;

WHEREAS, the Complaint alleges that Holtec caused, suffered, or allowed illegal asbestos abatement activity by failing to identify and remove asbestos-containing asphaltic pipe wrap and asbestos containing flange gasket material during removal of a concrete vault, failed to

JUDGMENT ENTERED BY DOCKET
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

6-26-26

notify the Department prior to conducting this asbestos abatement work, thereby avoiding Department oversight, and failed to adequately wet and containerize asbestos-contaminated debris;

WHEREAS, the Complaint further alleges Holtec's actions at the Site caused a condition of air pollution and potentially risked the health and safety of members of the public, workers at the Site, and the environment in violation of the Air Act and the Asbestos Regulations;

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

WHEREAS, Holtec has denied the allegations set forth in the Commonwealth's complaint and further denies any liability in connection with any asserted violations except as provided in Section II (Jurisdiction and Venue);

WHEREAS, the Commonwealth and Holtec (collectively, "the Parties") have reached an agreement to resolve the Commonwealth's claims against Holtec, including an agreement on the amount of a civil penalty;

WHEREAS, the Commonwealth and Holtec 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 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 over the parties to it pursuant to G.L. c. 111, § 142A, 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 Holtec consents to its entry as a final judgment by the Court and waives 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 Holtec 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 Holtec, and any person or entity acting by, for, or through Holtec, including managers, directors, officers, supervisors, employees, agents, servants, attorneys-in-fact, successors and assigns, and those persons in active concert or participation with Holtec who receive notice of this Consent Judgment.

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

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

IV. PAYMENT OF CIVIL PENALTIES

7. Holtec shall pay to the Commonwealth a civil penalty pursuant to the Air Act of one hundred twenty-five thousand dollars ($125,000.00) in the following manner:

a. Holtec shall pay to the Commonwealth the sum of seventy-five thousand dollars ($75,000) **within thirty (30) days of entry of this Consent Judgment.**

b. The balance of the Civil Penalty, being fifty thousand dollars ($50,000), shall be suspended ("Suspended Penalty"). The Commonwealth shall waive the Suspended Penalty two years from the date of entry of this Consent Judgment provided that Holtec has, in the opinion of the Commonwealth, complied with all of the requirements of this Consent Judgment. If the Commonwealth believes that Holtec has not complied with all of the terms of this Consent Judgment, including the Payment of Civil Penalties provisions detailed in this Section IV and the Injunctive Relief provisions detailed in Section V, then the Commonwealth shall notify Holtec in writing of that determination, and Holtec shall pay the Suspended

Penalty to the Commonwealth **within ten (10) days of the written determination.**

c. Thirty-seven thousand, five hundred dollars ($37,500) of the initial payment made pursuant to this Section IV shall be deposited by the Attorney General's Office into the Environmental Justice Fund, Section 58 of Chapter 140 of the Acts of 2024, to be used consistently with the purposes of the Fund, to be administered and distributed by the Environmental Protection Division of the Attorney General's Office.

8. Defendants shall pay the above-described civil penalty payment with funds from HDI's General Overhead Account and not from Pilgrim's Decommissioning Trust Fund.

9. Defendants shall not seek reimbursement for the above-described civil penalty payment from Pilgrim's Decommissioning Trust Fund.

10. Holtec shall make the above-described civil penalty 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#: [redacted]
ACCOUNT#: [redacted]
SANTANDER BANK
75 STATE STREET
BOSTON, MA 02109
TIN: 046002284

and shall include the following in the payment information: "EPD, *Commonwealth v Holtec Pilgrim, LLC et al.*" 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 the payment, Holtec shall send notice of payment by electronic mail, as set forth below in Section IX (Notices), and shall

include the Payer's Taxpayer Identification Number, 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 IX (Notices) of this Consent Judgment.

V. INJUNCTIVE RELIEF

11. Holtec shall not violate, cause, suffer, allow or permit the violation of any requirements of the Air Act or the Asbestos Regulations.

VI. INTEREST AND COLLECTIONS

12. If any payment required pursuant to this Consent Judgment is late or not made, Holtec 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.

VII. EFFECT OF CONSENT JUDGMENT

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

14. 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 Holtec 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. The Commonwealth expressly reserves all claims for injunctive relief for violations of all of the statutes and regulations referred to in this Consent Judgment, whether related to the specific legal claims resolved by this Consent Judgment or otherwise.

15. 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

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

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

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

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

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

21. 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 the next business day.

IX. NOTICES

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

For the Attorney General's Office and the Commonwealth:

John S. Craig
Assistant Attorney General
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
John.Craig@mass.gov

For the Department:

Daniel dHedouville
Regional Counsel
Department of Environmental Protection
20 Riverside Drive
Lakeville, MA 02347
daniel.dhedouville@mass.gov

For Holtec Pilgrim, LLC:

Jason Day
Corporate Counsel
Holtec Pilgrim, LLC
1 Holtec Blvd.
Camden, NJ 08104
j.day@holtec.com

For Holtec Decommissioning International, LLC:

Jason Day
General Counsel
Holtec Pilgrim, LLC
1 Holtec Blvd.
Camden, NJ 08104
j.day@holtec.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

23. 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.

XI. MODIFICATION

24. 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

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

XIII. RETENTION OF JURISDICTION

26. 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 pursuant to the terms of this Consent Judgment.

XIV. FINAL JUDGMENT

27. 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.

After review,

By the Court:

Joshua I. Wall

JUSTICE, SUPERIOR COURT

June 24

Date 2026

The Undersigned Parties enter into this Consent Judgment in the matter of

Commonwealth v Holtec Pilgrim LLC, et al. (Suffolk Superior Court).

FOR THE COMMONWEALTH OF MASSACHUSETTS

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

John S. Craig, BBO# 707067
Assistant Attorney General
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
John.Craig@mass.gov

Dated: 6/18/2026

For HOLTEC PILGRIM, LLC and HOLTEC DECOMMISSIONING INTERNATIONAL, LLC:

Jed Nosal, BBO# 634287
Womble Bond Dickinson (US) LLP
Independence Wharf
470 Atlantic Avenue, Suite 600
Boston, MA 02210

Dated: June 17, 2026