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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO. 2184CV00584

COMMONWEALTH OF
MASSACHUSETTS,

Plaintiff,

v.

RAY SERVICES, INC., O'REILLY,
TALBOT & OKUN ASSOCIATES, INC.,
ALLEGRONE CONSTRUCTION CO., INC.,
and SERVICE TRANSPORT GROUP, INC.,

Defendants.

CONSENT JUDGMENT BETWEEN
COMMONWEALTH OF
MASSACHUSETTS AND RAY
SERVICES, INC.

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, Ray Services, Inc. ("Ray Services"), 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 the YMCA building located at 275 Chestnut Street in Springfield, Massachusetts ("the Site");

WHEREAS, the Complaint alleges that Ray Services performed illegal and unsafe asbestos abatement activity at the Site, including by failing to properly seal and prepare the work area, failing to sufficiently wet asbestos during abatement, failing to ensure proper use of personal protective equipment, and failing to contain asbestos-containing waste material around a rusted-through waste container outside of the Site;

4-28-25
NOTICE OF ENTRY ON DOCKET
Pursuant to the provisions of MASS. R. CIV. PROC.
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(a) AS FOLLOWS:

Noted
5/28/25
4-28-25

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

WHEREAS, the Commonwealth has reviewed financial information submitted by Ray Services and has determined that Ray Services has demonstrated a limited ability to pay a civil penalty in this matter;

WHEREAS, the Commonwealth and Ray Services (collectively, the Parties) have reached an agreement to resolve the Commonwealth's claims against Ray Services, including an agreement on the amount of a civil penalty that Ray Services can pay in light of its limited ability to pay a civil penalty;

WHEREAS, Ray Services has denied the allegations set forth in the Commonwealth's complaint and further denies any liability in connection with any asserted violations;

WHEREAS, the Commonwealth and Ray Services 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, 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 Ray Services 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 Ray Services 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 Ray Services, and any person or entity acting by, for, or through Ray Services, including Ray Services's managers, directors, officers, supervisors, employees, agents, servants, attorneys-in-fact, successors, and assigns, and those persons in active concert or participation with Ray Services who receive notice of this Consent Judgment.

5. Ray Services shall provide a true copy of this Consent Judgment to all of its managers, directors, officers, supervisors, and agents whose duties might include compliance with any provision of this Consent Judgment.

6. Ray Services shall not violate this Consent Judgment, and Ray Services 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, Ray Services 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.

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

IV. PAYMENT OF CIVIL PENALTIES

8. Ray Services shall pay to the Commonwealth a civil penalty pursuant to the CAA of one-hundred fifty thousand dollars (\$150,000.00) in the following manner:

(a) Within thirty (30) days from the date the Court enters this Consent Judgment onto the docket in this matter ("Entry Date"), Ray Services shall pay to the Commonwealth a sum of thirty-four thousand dollars (\$34,000.00);

(b) Within one (1) year of the Entry Date, Ray Services shall pay to the Commonwealth a sum of thirty-three thousand dollars (\$33,000.00);

(c) Within two (2) years of the Entry Date, Ray Services shall pay to the Commonwealth a sum of thirty-three thousand dollars (\$33,000.00); and

(d) The balance of the civil penalty, being fifty thousand dollars (\$50,000.00), shall be suspended ("Suspended Penalty"). The Commonwealth shall waive this Suspended

Penalty two (2) years from the Entry Date, provided that Ray Services has, in the opinion of the Commonwealth, complied with all of the terms of this Consent Judgment. If the Commonwealth believes that Ray Services has not complied with all of the terms of this Consent Judgment, then it shall notify Ray Services in writing of that determination, and Ray Services shall pay the Suspended Penalty to the Commonwealth within ten (10) days of the written determination, unless Ray Services requests reconsideration of the Commonwealth's determination pursuant to Section VIII (Dispute Resolution). If Ray Services requests reconsideration pursuant to Section VIII (Dispute Resolution) and the Commonwealth's determination ultimately becomes final or is otherwise upheld in whole or in part, Ray Services shall pay the Suspended Penalty to the Commonwealth within fifteen (15) days after the Commonwealth's determination is final or the court's decision is entered on the docket.

(e) 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.

9. Ray Services 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#: 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. Ray Services, Inc., 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 payment, Ray Services 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 Ray Services’s Tax Identification Number, all of the payment information described in this Paragraph, and the amount of the payment.

10. Fifty thousand dollars (\$50,000.00) of the payment made pursuant to this Section IV (Payment of Civil Penalties) 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 Attorney General’s Office.

11. The civil penalty set forth in Paragraph 8 has been reduced from what the Commonwealth believes would otherwise be an appropriate civil penalty for the violations alleged in the Complaint based on Ray Services’s demonstration to the Commonwealth that Ray Services has a limited ability to pay a civil penalty.

V. INJUNCTIVE RELIEF

12. 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 that act and those 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.

13. Ray Services shall not perform asbestos abatement activity except in compliance with the CAA and Asbestos Regulations.

A. NOTIFICATION REQUIREMENTS

14. For two (2) years from the Entry Date, whenever Ray Services is required to notify the Department pursuant to 310 C.M.R. § 7.15(6), Ray Services shall also transmit an additional copy of the notification documents required by 310 C.M.R. § 7.15(6) by e-mail to the Department's regional office responsible for the municipality in which the relevant asbestos abatement activity will occur at the e-mail addresses set forth in the following paragraph, which addresses the Commonwealth or the Department may change from time to time by written notification to Ray Services at the contact information set forth below in Section XI (Notices).

15. Ray Services shall make the 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
Gregory.Levins@mass.gov

For the Northeastern Region:
Asbestos Program Section Chief
Department of Environmental Protection
150 Presidential Way
Woburn, MA 01801
Nero.asbestos@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 Western Region:
Asbestos Program Section Chief
Department of Environmental Protection
436 Dwight Street
Springfield, MA 01103
David.slowick@mass.gov

B. TRAINING AND CERTIFICATION REQUIREMENTS

16. Within ninety (90) days of the Entry Date, or such date as may reasonably be agreed to by the Parties, Ray Services shall submit to the Commonwealth a sworn certification that all Ray Services employees and officers who serve as asbestos abatement supervisors or otherwise perform supervisory duties related to asbestos abatement work Ray Services may perform ("Supervisors") have completed an Asbestos Project Supervisor's training course, as described at 454 C.M.R. § 28.05(4)(b), conducted by a training provider accredited by the

Massachusetts Department of Labor Standards (“DLS”) (“Training Course”) since the Entry Date, along with supporting documentation from the training provider (e.g., a certification of completion from the trainer). To the extent any such Supervisor is eligible pursuant to DLS regulations at 454 C.M.R. §§ 28.08(3)(c)-(d) and 28.05(5)(b) to take a refresher course in lieu of the Training Course (“Refresher Course”), the Supervisor may take a Refresher Course instead of the Training Course.

17. Within twelve (12) months of the Entry Date, Ray Services shall again submit the documents described in Paragraph 16, except that they shall certify that the Supervisors have completed a Training Course or Refresher Course, as appropriate pursuant to Paragraph 16, between six (6) and twelve (12) months of the Entry Date.

18. Within eighteen (18) months of the Entry Date, Ray Services shall again submit the documents described in Paragraph 16, except that they shall certify that the Supervisors have completed a Training Course or Refresher Course, as appropriate pursuant to Paragraph 16, between twelve (12) and eighteen (18) months of the Entry Date.

19. Within twenty-four (24) months of the Entry Date, Ray Services shall again submit the documents described in Paragraph 16, except that they shall certify that the Supervisors have completed a Training Course or Refresher Course, as appropriate pursuant to Paragraph 16, between eighteen (18) and twenty-four (24) months of the Entry Date.

VI. PRESERVATION OF RECORDS

20. In addition to complying with any other applicable local, State, or federal records preservation requirements, until seven (7) calendar years after Ray Services completes all of the actions required by this Consent Judgment, Ray Services shall preserve at least one legible copy of all documents in its possession, custody, or control that relate to the performance of Ray

Services's obligations under this Consent Judgment. If Ray Services retains or employs any agent, consultant, or contractor for the purpose of complying with the terms of this Consent Judgment, then Ray Services's agreement or contract with the agent, consultant, or contractor shall require such person or persons to provide Ray Services with a copy of all documents relating to the performance of Ray Services'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

21. If any payment required pursuant to this Consent Judgment is late or not made, Ray Services 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. DISPUTE RESOLUTION

22. Unless otherwise provided in this Consent Judgment, the Dispute Resolution procedures in this Section shall be the exclusive mechanism for Ray Services 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 Ray Services under this Consent Judgment.

23. If Ray Services disagrees with a written determination of the Department or the Commonwealth, then Ray Services may, within thirty (30) days of the date of the Department's or Commonwealth's determination, request reconsideration of the determination by submitting to

the Department, with a copy to the Attorney General, any information or material it believes demonstrates that the Department's or the Commonwealth's determination was erroneous. Unless otherwise provided in this Consent Judgment, Ray Services's failure to submit a request for reconsideration within the period specified in this Paragraph shall constitute a waiver of Ray Services's ability to seek reconsideration and, in that case, the Department's or the Commonwealth's determination shall be final and unreviewable. If, after consideration of a timely request for reconsideration, the Department or the Commonwealth decides to affirm, in whole or in part, the agency's original determination, then the Department or the Commonwealth shall notify Ray Services of its determination on reconsideration.

24. The Department's or the Commonwealth's determination on reconsideration shall be final unless Ray Services seeks judicial review of the dispute by filing with the Court and serving on the Commonwealth, in accordance with Section XI (Notices), a motion in this case requesting judicial resolution of the dispute within fourteen (14) days of receipt of the Department's or the Commonwealth's determination. In an action for judicial review under this Section, Ray Services shall bear the burden of demonstrating that the Department's or the Commonwealth's determination on reconsideration was arbitrary and capricious or otherwise not in accordance with law. Ray Services's motion and supporting memorandum shall not raise any new issues or be based on new facts or information that Ray Services did not present previously to the Department or the Commonwealth during the dispute resolution process described in this Section.

IX. EFFECT OF CONSENT JUDGMENT

25. Upon compliance with the requirements of this Consent Judgment, (a) this Consent Judgment shall resolve Ray Services's liability for the specific legal claims alleged against it in

the Complaint and (b) the Commonwealth shall release Ray Services from liability for the specific legal claims alleged against Ray Services in the Complaint.

26. Nothing in this Consent Judgment, or any permit or approval issued by the Department or DLS: (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 Ray Services 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 or DLS. 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.

27. 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.

X. MISCELLANEOUS

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

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

30. Ray Services waives entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

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

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

33. 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.

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

XI. NOTICES

35. 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:

Louis Dundin
Assistant Attorney General
Deputy Division Chief
Environmental Protection Division
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
Louis.dundin@mass.gov

For the Department:

Christine LeBel
Chief Regional Counsel
Western Regional Office
Massachusetts Department of
Environmental Protection
436 Dwight Street, 5th Floor
Springfield, MA 01103
Christine.Lebel@mass.gov

For Ray Services:

Yakaira Inoa-Severino
President
Ray Services, Inc.
530 Broadway Street, 1st Floor
Lawrence, MA 01840
yinoa@rayservicesinc.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

36. 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

37. 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.

38. Any disputes concerning modification of this Judgment shall be resolved pursuant to Section VIII (Dispute Resolution) of this Consent Judgment, provided, however, that instead of the burden of proof provided in Section VIII (Dispute Resolution), the party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Rule 60(b) of the Massachusetts Rules of Civil Procedure.

XIV. AUTHORITY OF SIGNATORY

39. The person signing this Consent Judgment on behalf of Ray Services acknowledges:
(a) that he or she has personally read and understands each of the numbered Paragraphs of this Consent Judgment, including any Appendices attached to it; (b) that, to the extent necessary, Ray

Services's managers, directors, officers, and shareholders have consented to Ray Services 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 Ray Services to the terms of this Consent Judgment.

XV. RETENTION OF JURISDICTION

40. 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.

XVI. FINAL JUDGMENT

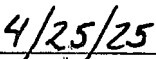
41. Upon approval and entry of this Consent Judgment by the Court, this Consent Judgment shall constitute a Final Judgment of the Court.

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

By the Court:



JUSTICE, SUPERIOR COURT



Date

The Undersigned Parties enter into this Consent Judgment in the matter of
Commonwealth v. Ray Services, Inc., et al. (Suffolk Superior Court).

FOR THE COMMONWEALTH OF
MASSACHUSETTS

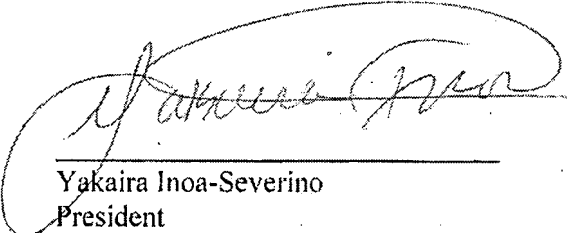
ANDREA JOY CAMPBELL
ATTORNEY GENERAL

/s/ Louis M. Dundin

Louis M. Dundin, BBO No. 660359
Deputy Division Chief
Assistant Attorney General
Tracy Triplett, BBO No. 651729
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Assistant Attorney General
Environmental Protection Division
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Louis.dundin@mass.gov/Tracy.triplett@mass.gov

Dated: 4/18/25

FOR RAY SERVICES, INC.


Yakaira Inoa-Severino
President
Ray Services, Inc.
530 Broadway Street, 1st Floor
Lawrence, MA 01840

Dated: 3/7/2025