

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION No. _____

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

CLEAN SLATE, INC. f/k/a AIR SAFE, INC. &
SAFETY ENVIRONMENTAL CONSULTANTS
INC.,

Defendants.

**CONSENT JUDGMENT
BETWEEN THE
COMMONWEALTH OF
MASSACHUSETTS AND SAFETY
ENVIRONMENTAL
CONSULTANTS, INC.**

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, Safety Environmental Consultants, Inc. ("SEC"), has violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A-O ("Clean Air Act") and its implementing regulations, specifically those at 310 C.M.R. § 7.15 (the "Asbestos Regulations");

WHEREAS, the Complaint alleges that SEC conducted inadequate asbestos visual inspections at two occupied residences, one in Berlin and one in Marlborough;

WHEREAS, the Complaint alleges that at the Berlin residence SEC's inadequate asbestos visual inspections resulted in visible, dry, friable asbestos containing waste material ("ACWM") being left un-remediated and uncontained at three or more locations on the pipes in the basement;

*NOTED
6/16/26
ZHS
AMW
JMS*

JUDGMENT ENTERED ON DOCKET 6/16 en 26
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 38a
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO
VISIONS OF MASS. R. CIV. P. 77c AS FOLLOWS

WHEREAS, the Complaint alleges that at the Marlborough residence SEC's inadequate asbestos visual inspections resulted in visible, dry, friable ACWM left on and beneath a boiler;

WHEREAS, ACWM is a dangerous human carcinogen for which there is no safe exposure limit;

WHEREAS, the Complaint alleges that SEC issued faulty asbestos clearances for both sites;

WHEREAS, the Complaint alleges that SEC's inaccurate clearances and failure to ensure that all ACWM at both locations was fully remediated caused unsealed, unlabeled, and inadequately wetted ACWM to be improperly stored at the Berlin residence for five (5) days and at the Marlborough residence for three (3) days in violation of the Clean Air Act and the Asbestos Regulations;

WHEREAS, SEC does not admit the allegations set forth in the Commonwealth's Complaint or any liability for the claims set forth in the Commonwealth's Complaint, except as provided in Section II (Jurisdiction and Venue);

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

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

WHEREAS, the Commonwealth and SEC 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 the Commonwealth's allegations; 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 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 SEC 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 AGO and SEC 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 SEC, and any person bound by this Consent Judgment pursuant to Mass. R. Civ. Pro. 65(d).

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

6. No change or transfer in ownership or operational control of SEC, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve SEC or any person bound by this Consent Judgment pursuant to Mass. R. Civ. Pro. 65(d) of any obligation under this Consent Judgment. At least thirty (30) days prior to any change or transfer of ownership or operational control of the company, SEC shall provide a copy of this Consent Judgment to the proposed transferee or operator and shall simultaneously provide written notice of the prospective change or transfer in ownership or operation of SEC, together with a copy of the proposed written change or transfer agreement, to the AGO in accordance with Section X (Notices) of this Consent Judgment. Any attempt to change or transfer ownership or operational control of SEC without complying with this Paragraph shall constitute a violation of this Consent Judgment.

7. SEC shall not violate this Consent Judgment, and SEC shall not allow any person bound by this Consent Judgment pursuant to Mass. R. Civ. Pro. 65(d) to violate this Consent Judgment. In any action to enforce this Consent Judgment, SEC shall not raise as a defense the failure by any person bound by this Consent Judgment pursuant to Mass. R. Civ. Pro. 65(d) to take any actions necessary to comply with the provisions of this Consent Judgment.

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

IV. PAYMENT OF CIVIL PENALTIES

9. SEC shall pay to the Commonwealth a civil penalty pursuant to the Clean Air Act in the amount of one-hundred thousand dollars (\$100,000.00), in the following manner:

(a) **Within fourteen (14) days of the entry of this Consent Judgment** (“Entry Date”), SEC shall pay to the Commonwealth the sum of twenty thousand dollars (\$20,000.00).

(b) **Within four (4) months of the Entry Date**, SEC shall pay to the Commonwealth the sum of fifteen thousand dollars (\$15,000.00).

(c) **Within eight (8) months of the Entry Date**, SEC shall pay to the Commonwealth the sum of fifteen thousand dollars (\$15,000.00).

(d) **Within twelve (12) months of the Entry Date**, SEC shall pay to the Commonwealth the sum of fifteen thousand dollars (\$15,000.00).

(e) The balance of the civil penalty, being thirty-five thousand dollars (\$35,000.00), shall be suspended (“Suspended Penalty”). The Commonwealth shall waive this Suspended Penalty one (1) year from the Entry Date, provided that SEC, 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 believe that SEC has not complied with all of the terms of this Consent Judgment in all material respects at any time, the AGO may notify SEC in writing of that determination and SEC shall pay the Suspended Penalty to the Commonwealth within fourteen (14) days of the written determination.

(f) 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.

(g) Fifty thousand dollars (\$50,000.00) of the penalty paid pursuant to Paragraph 9 (a)-(d) 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.

10. SEC shall make the above-described civil penalty payments 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 each payment to the Commonwealth, SEC 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 the Payer’s Taxpayer Identification Numbers, all of the payment information stated in this Paragraph, and the amount of the payment.

V. INJUNCTIVE RELIEF

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

12. SEC shall not violate the Clean Air Act or its implementing regulations.

13. For one (1) year after the Entry Date, SEC shall provide a monthly report to the Department. This monthly report shall be comprised of copies of all the asbestos final clearance reports SEC has issued during the preceding month. SEC shall submit the first such report one month after the Entry Date, and each month thereafter. SEC shall submit the final report on the anniversary of the Entry Date. SEC shall include a sworn certification by SEC's owner with each report that the information provided within the report is true and accurate.

14. SEC shall transmit a copy of the reports made pursuant to Paragraph 13 to all of the Department's regional offices responsible for the municipality or municipalities in the which the relevant asbestos clearance was issued at the email addresses set forth in the following paragraph, which addresses the Commonwealth may change from time to time by written notification to SEC at the contact information set forth below in Section X (Notices).

15. SEC shall submit the reports described in the previous Paragraphs to Zeus Smith of the Attorney General's Office at Zeus.Smith@mass.gov and 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
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
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

16. Any information provided by SEC 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

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

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

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

20. 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 SEC, 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.

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.

IX. MISCELLANEOUS

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

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

24. SEC waives entry of findings of fact and conclusions of law pursuant to Mass. R. Civ. Pro. 52.

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

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

27. 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.

X. NOTICES

28. Unless otherwise specified in this Consent Judgment, notices and submissions required by this Judgment shall be made in writing by first class mail and email 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

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

For Safety Environmental Consultants, Inc.:

Johnnie M. Lituma
Safety Environmental Consultants, Inc.
4 Pinehurst Avenue
Methuen, MA 01844
jmlituma@secmass.com
marveron@secmass.com

-and-

Jonathan M. Shirley
Cullen Collimore Shirley PLLC
37 Technology Way, Suite 3W2
Nashua, NH 03060
(603) 881-5500
jshirley@cullencollimore.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.

XI. INTEGRATION

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.

XII. MODIFICATION

30. 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.

XIII. AUTHORITY OF SIGNATORY

31. The person signing this Consent Judgment on behalf of SEC acknowledges: (a) that they have personally read and understand each of the numbered Paragraphs of this Consent Judgment; (b) that, to the extent necessary, SEC's managers, directors, officers, and shareholders

have consented to SEC entering into this Consent Judgment and to its entry as a Final Judgment; and (c) that they are authorized to sign and bind SEC to the terms of this Consent Judgment.

XIV. RETENTION OF JURISDICTION

32. The Court shall retain jurisdiction over this case for purposes of 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.

XV. FINAL JUDGMENT

33. 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

5/8/26
Date

The Undersigned Parties enter into this Consent Judgment:

FOR THE COMMONWEALTH OF
MASSACHUSETTS

By its attorney,

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

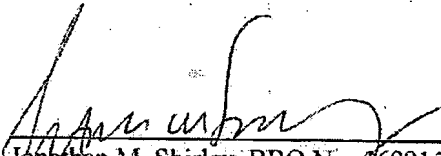


Zeus H. Smith, BBO No. 712609
Assistant Attorney General
zeus.smith@mass.gov
Environmental Protection Division
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
(617) 963-2294

Dated: 4/30/2026

FOR SAFETY ENVIROMENTAL
CONSULTANTS, INC.

By its attorney,



Jonathan M. Shirley, BBO No. 868915
Cullen Collimore Shirley PLLC
jshirley@cullencollimore.com
37 Technology Way, Suite 3W2
Nashua, NH 03060
(603) 881-5500

Dated: 4/30/2026