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SUPERIOR COURT
CIVIL ACTION No. 2484CV03006

Defendant(s).

**CONSENT JUDGMENT
BETWEEN THE
COMMONWEALTH OF
MASSACHUSETTS, JDC DEMO &
ABATEMENT LLC, and JDC
DEMOLITION COMPANY, INC.**

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, JDC Demo & Abatement LLC (formerly known as NewRoads Environmental Services, LLC) (“NewRoads”) and JDC Demolition Company, Inc., (“JDC Demolition”) (collectively “JDC”), 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 the partial demolition of the twenty-two story former Edward J. Sullivan Courthouse (“Sullivan Courthouse”) at 40 Thorndike Street, Cambridge, Massachusetts (the “Site”);

WHEREAS, the Complaint alleges NewRoads served as the asbestos abatement subcontractor for the demolition and reconstruction work on the Sullivan Courthouse;

PLAINTIFF TO THE PROCEEDINGS OF MASS. R. CIV. NO. 80 AND NOTICE SEND TO PARTIES PL. DUANT TO THE PROCEEDINGS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

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WHEREAS, the Complaint alleged JDC Demolition served as the demolition subcontractor for the demolition and reconstruction work on the Sullivan Courthouse;

WHEREAS, the Complaint alleges that JDC caused, suffered, or allowed illegal asbestos abatement activity where workers: failed to follow proper handling practices including, but not limited to, failing to adequately wet asbestos containing material ("ACM"), co-mingling asbestos containing waste material with general demolition debris, and failing to properly secure ACM for safe storage, transport, and disposal; failed to ensure ventilation systems functioned properly with clean filters at all times during abatement work; failed to ensure that ventilation systems discharged exhaust air outside of the building; caused or allowed breaches in containment; and caused or allowed dry, uncontained ACM to be exposed to the ambient air;

WHEREAS, the Complaint further alleges JDC'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, JDC denies all claims and relief requested in the Commonwealth's Complaint;

WHEREAS, JDC expressly denies that it has violated any duty or breach of any obligations under the Air Act, Asbestos Regulations or any other statute, law, rule or regulations, or otherwise engaged in any wrongdoing with respect to the Sullivan Courthouse site and JDC denies any and all liability related thereto;

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

WHEREAS, this Consent Judgment is for settlement purposes only and is to be construed solely as a reflection of the Parties desire to facilitate a resolution of the Commonwealth's Complaint against JDC;

WHEREAS, neither this Consent Judgment nor any actions undertaken by the Parties in the negotiations or execution of this Consent Judgment will constitute, or be construed as evidence or an admission of any liability or wrongdoing or a recognition of the validity of any claim by the Commonwealth or the Department, all of which JDC expressly denies;

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

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

6. JDC shall not violate this Consent Judgment, and JDC 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, JDC 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, JDC understands and agrees that violations of this Consent Judgment may be punishable by contempt.

IV. PAYMENT OF CIVIL PENALTIES

8. JDC shall pay to the Commonwealth a civil penalty pursuant to the Air Act of three hundred twenty-five thousand dollars (\$325,000.00) in the following manner:

- a. JDC shall pay to the Commonwealth the sum of two hundred seventy-five thousand dollars (\$275,000) **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 Defendants have, in the opinion of the Commonwealth, complied with all of the requirements of this Consent Judgment. If the Commonwealth believes that Defendants have 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 JDC in writing of that determination, and Defendants

shall pay the Suspended Penalty to the Commonwealth within ten (10) days of the written determination.

- c. One hundred thirty-seven thousand, five hundred dollars (\$137,500) of the initial payment made pursuant to this Section IV 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.

9. JDC 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



and shall include the following in the payment information: "EPD, *Commonwealth v JDC Demo & Abatement 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, JDC 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

10. 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.

11. JDC shall not perform asbestos abatement activity except in compliance with the CAA and Asbestos Regulations.

12. By the first day of the first full fiscal quarter after entry of this Consent Judgement, JDC shall submit to the Department, with a copy to the Attorney General, a table identifying all of JDC's projects involving asbestos abatement activity for that fiscal quarter. The table shall include at least the following information: (a) project name, (b) project address, (c) project manager, (d) trained Supervisor(s) who will be present on site, (e) Safety Officer(s) assigned to the project, and (f) status of project. Within ten (10) days of a written request from the Department or the Attorney General, JDC shall provide additional details on any listed project including but not limited to: (a) names of subcontractors, (b) names of clients, (c) scope of work, (d) surveys, and (e) any notifications that have been or will be filed with the Department. JDC shall provide this table in this manner by the first day of each successive fiscal quarter, identifying the work of that fiscal quarter currently under contract, for two (2) years following the Entry Date. If JDC 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 JDC contracted for the work after the date by which it submitted the quarterly table to the Department for that fiscal quarter, then JDC shall provide the same information it would have included in the quarterly table to the Department by the same manner it would have provided the quarterly table, at least by ten (10) business days prior to the start of such project.

13. JDC shall provide the table described in the previous Paragraph to the Commonwealth at the address set forth in Section IX (Notices). JDC shall provide the notification to the Department by sending a copy to each regional office of the Department that covers any location listed on a given table at the following email addresses:

For the Central Region:
Christa Cronk
Asbestos Program Section Chief
Department of Environmental Protection
8 New Bond Street
Worcester, MA 01606
Christa.Cronk@mass.gov

For the Northeastern Region:
Grady Dante
Asbestos Program Section Chief
Department of Environmental Protection
150 Presidential Way
Woburn, MA 01801
Grady.Dante@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:
John Moriarty
Asbestos Program Section Chief
Department of Environmental Protection
436 Dwight Street
Springfield, MA 01103
John.Moriarty@mass.gov

14. The Commonwealth or the Department may alter these addresses from time to time by notification to JDC at the addresses set forth in Section IX (Notices).

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

16. Withing ninety (90) days of the Entry Date, JDC shall submit to the Commonwealth a sworn certification that all JDC employees and officers who serve as asbestos abatement supervisors or otherwise perform supervisory duties related to asbestos abatement work JDC may perform, including but not limited to Environmental, Health, and Safety Managers, ("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, JDC 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 the date of the submittal described in the previous paragraph and twelve (12) months of the Entry Date.

18. Within twenty-four (24) months of the Entry Date, JDC 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 the date of the submittal in the previous paragraph and twenty-four (24) months of the Entry Date.

VI. INTEREST AND COLLECTIONS

19. If any payment required pursuant to this Consent Judgment is late or not made, JDC shall pay interest on any overdue amount for the period of such nonpayment and 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

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

21. 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 JDC 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.

22. 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

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

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

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

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

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

28. 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

29. 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
Louis Dundin
Assistant Attorneys General
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
John.Craig@mass.gov

For the Department:

Colleen McConnell
Senior Regional Counsel
Northeast Regional Office
Massachusetts Department of Environmental Protection
150 Presidential Way, Suite 300
Woburn, MA 01801
Colleen.McConnell@mass.gov

Grady Dante
Asbestos Section Chief
Northeast Regional Office
Massachusetts Department of Environmental Protection
150 Presidential Way, Suite 300
Woburn, MA 01801
Grady.Dante@mass.gov

For JDC Demo & Abatement LLC:

Andrew W. Daniels, Esq.
General Counsel
JDC Demo & Abatement LLC
338 Howard Street
Brockton, MA 02302

For JDC Demolition Company, Inc.:

Andrew W. Daniels, Esq.
General Counsel
JDC Demolition Company, Inc.
338 Howard St., Brockton, MA 02302

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

30. 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

31. 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

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

XIII. RETENTION OF JURISDICTION

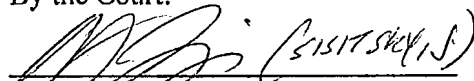
33. The Court shall retain jurisdiction over this case for purposes of resolving disputes that arise under this Consent Judgment, entering orders modifying this Consent Judgment, or effectuating or enforcing compliance with the terms of this Consent Judgment and any permits, approvals, or directives issued by the Department pursuant to the terms of this Consent Judgment.

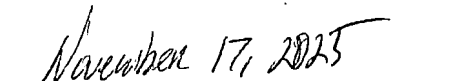
XIV. FINAL JUDGMENT

34. 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:

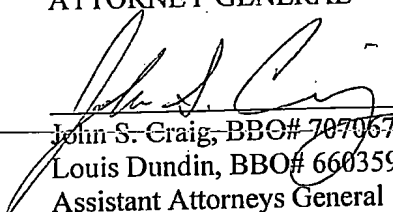

JUSTICE, SUPERIOR COURT


Date

The Undersigned Parties enter into this Consent Judgment in the matter of
Commonwealth v JDC Demo & Abatement LLC, et al. (Suffolk Superior Court).

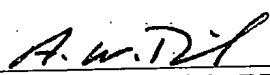
FOR THE COMMONWEALTH OF
MASSACHUSETTS

ANDREA JOY CAMPBELL
ATTORNEY GENERAL


John S. Craig, BBO# 707067
Louis Dundin, BBO# 660359
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Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
John.Craig@mass.gov

Dated: 11/12/2025

For JDC DEMO & ABATEMENT LLC
and JDC DEMOLITION COMPANY,
INC.:


Andrew W. Daniels, BBO# 552435
General Counsel
JDC Demo & Abatement LLC and
JDC Demolition Company, Inc.
338 Howard Street
Brockton, MA 02302
adaniels@jdcdemoinc.com

Dated: Nov. 7, 2025