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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION No. 2484CV03006

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

JDC DEMO & ABATEMENT LLC, JDC  
DEMOLITION COMPANY, INC. JOHN  
MORIARTY AND ASSOCIATES, INC., and  
TRC COMPANIES, INC.

Defendant(s).

CONSENT JUDGMENT  
BETWEEN THE  
COMMONWEALTH OF  
MASSACHUSETTS AND TRC  
COMPANIES, INC.

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 Defendant, TRC Companies, Inc., ("TRC") has violated the Massachusetts Clean Air Act, G.L. c. 111, §§ 142A-O (the "Air Act"), and its implementing regulations at 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 TRC served as the environmental consultant for the demolition and reconstruction work on the Sullivan Courthouse;

WHEREAS, the Complaint alleges that TRC caused, suffered, or allowed illegal asbestos abatement activity where workers at the site: failed to follow proper handling practices including,

JUDGMENT ENTERED ON DOCKET 12-17-24  
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. PROC.  
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-  
VISIONS OF MASS. R. CIV. P. 77(b) AS FOLLOWS

notice  
sent  
12-17-24

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 TRC’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 Clean Air Act and the Asbestos Regulations;

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

WHEREAS, the Commonwealth and TRC (collectively, “the Parties”) have reached an agreement to resolve the Commonwealth’s claims against TRC, including an agreement on the amount of a civil penalty;

WHEREAS, the Commonwealth and TRC 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;

WHEREAS, TRC denies the Commonwealth’s claims, does not admit liability for the Commonwealths claims, and would defend this action in the absence of a settlement; 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 TRC 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 TRC agrees otherwise in writing within fourteen (14) days of the Court's decision.

4. The provisions of this Consent Judgment shall apply to and bind TRC, and any person or entity acting by, for, or through TRC, including managers, directors, officers, supervisors, employees, agents, servants, attorneys-in-fact, successors and assigns, and those

persons in active concert or participation with TRC who receive notice of this Consent Judgment.

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

#### IV. PAYMENT OF CIVIL PENALTIES

7. TRC shall pay to the Commonwealth a civil penalty pursuant to the Air Act of one hundred ten thousand dollars (\$110,000.00) in the following manner:

- a. TRC shall pay to the Commonwealth the sum of eighty-five thousand dollars (\$85,000.00) **within ten (10) days of entry of this Consent Judgment;**
- b. The balance of the Civil Penalty, being twenty-five thousand dollars (\$25,000.00), shall be suspended ("Suspended Penalty"). The Commonwealth shall waive the Suspended Penalty two (2) years from the date of entry of this Consent Judgment, provided that TRC has, in the opinion of the Department or the Attorney General, complied with all of the requirements of this Consent Judgment. If the Department or the Attorney General believe that TRC has not complied with all of the terms of this Consent Judgment, including the Injunctive Relief Provisions detailed in Section V, then the Attorney General shall notify TRC in writing of

that determination, and TRC shall pay the Suspended Penalty to the Commonwealth within (30) days of the written determination; and

- c. Forty-two thousand, five hundred dollars (\$42,500.00) of the initial payment made pursuant to this Paragraph shall be deposited into the Environmental Justice Fund, G.L. c. 29 §2III, added by Section 58 of Chapter 29 of the Acts of 2024, to be administered and distributed by the Environmental Protection Division of the Attorney General's Office consistent with the purposes of the Fund.

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

9. TRC shall make the above-described civil penalty payments by Certified check or bank check payable to the Commonwealth of Massachusetts and sent to the Attorney General's Office in accordance with Section IX (Notices). Each check shall include on its face the following information: "Commonwealth v. JDC Demo & Abatement LLC, et al." At the time of the payment, TRC shall send notice of payment by electronic mail, as set forth below in Section IX (Notices), and shall include the TRC's Taxpayer Identification Numbers, the payment information described in this Paragraph, and the amount of the payment.

## **V. INJUNCTIVE RELIEF**

10. TRC shall not cause, suffer, allow, or permit the performance of Asbestos Abatement Activity, as that term is defined in the Asbestos Regulations, except in compliance with the Air Act and Asbestos Regulations.

## **VI. INTEREST AND COLLECTIONS**

11. If any payment required pursuant to this Consent Judgment is late or not made, TRC 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**

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

13. 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 TRC 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.

14. 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**

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

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

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

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

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

20. 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**

21. 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  
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For the Department:

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Asbestos Section Chief  
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Massachusetts Department of Environmental Protection  
150 Presidential Way, Suite 300  
Woburn, MA 01801  
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For TRC Companies, Inc.:

Andrew M. Johnson, Esq.  
Associate General Counsel  
TRC Companies, Inc.  
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Clifton Park, NY 12065  
AMJohnson@trccompanies.com

Amanda Sirk, Esq.  
TRC Senior Counsel  
2 Liberty Square, Suite 300  
Boston, MA 02109  
asirk@trccompanies.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**

22. 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**

23. 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**

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

#### **XIII. RETENTION OF JURISDICTION**

25. The Court shall retain jurisdiction over this case for purposes of resolving disputes that arise under this Consent Judgment, entering orders modifying this Consent

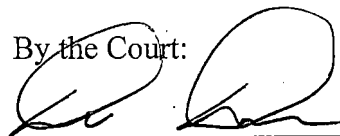
Judgment, or effectuating or enforcing compliance with the terms of this Consent Judgment and any permits, approvals, or directives issued by the Department pursuant to the terms of this Consent Judgment.

#### **XIV. FINAL JUDGMENT**

26. 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:



*Assoc.*

JUSTICE, SUPERIOR COURT

*David R. Decker*

*December 13, 2024*

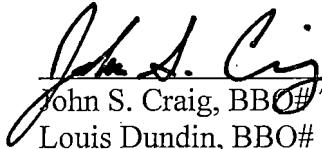
Date

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

For TRC COMPANIES, INC:

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Dated: 12/10/24

  
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Dated: 12/3/2024