

NOTIFY

3

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO.

18-0925E

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

E & F ENVIRONMENTAL SERVICES, LLC;
FRANCIS R. BALOGH; NEW ENGLAND
BUILDERS & CONTRACTORS, INC.;
TRC ENVIRONMENTAL CORP.; and
BLACKSTONE BLOCK ARCHITECTS, INC.;

Defendants.

SUFFOLK SUPERIOR COURT
2018 MAR 23 A 11:35
CLERK / PROCLERK

JOINT MOTION FOR ENTRY OF FINAL JUDGMENT

Plaintiff, the Commonwealth of Massachusetts, and Defendants, E & F Environmental Services, LLC, Francis Balogh, New England Builders & Contractors, Inc., TRC Environmental Corp., and Blackstone Block Architects, Inc., jointly move this Court for entry of Final Judgment pursuant to Massachusetts Rule of Civil Procedure 58(a), in the form submitted with this Motion.

ALLOWED

MDRiccione, J

3/23/18

Noted
3/23/18
RLM
AOB
RDC
JAC
JLM

Respectfully submitted,

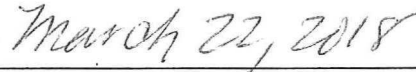
THE COMMONWEALTH OF
MASSACHUSETTS

By its Attorney:

MAURA HEALEY
ATTORNEY GENERAL



Peter C. Mulcahy (BBO# 682958)
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200
peter.mulcahy@state.ma.us



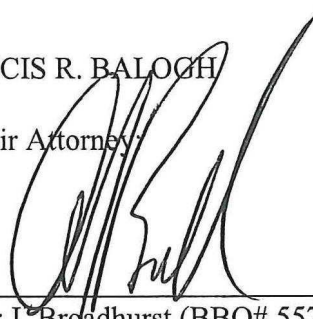
Date

E & F ENVIRONMENTAL SERVICES, LLC,

and

FRANCIS R. BALOGH

By their Attorney:

A large, stylized handwritten signature in black ink, likely belonging to Arthur J. Broadhurst, positioned above a horizontal line.

Arthur J. Broadhurst (BBO# 557998)
Law Office of Arthur J. Broadhurst
45 Osgood Street
Methuen, MA 01844
(978) 327-5128
arthur@abstlaw.com

A handwritten date "2-28-18" in black ink, positioned above a horizontal line.

Date

NEW ENGLAND BUILDERS &
CONTRACTORS, INC.

By its Attorney:



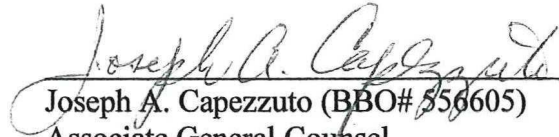
Robert D. Cox, Jr. (BBO# 546486)
Bowditch and Dewey, LLP
311 Main Street
P.O. Box 15156
Worcester, MA 01615
(508) 926-3409
rcox@bowditch.com



Date

TRC ENVIRONMENTAL CORPORATION

By its Attorney:



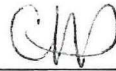
Joseph A. Capezzuto (BBO# 556605)
Associate General Counsel
650 Suffolk Street
Lowell, MA 01854
(978) 656-3519
jcapezzuto@trcsolutions.com

16 February 2018

Date

BLACKSTONE BLOCK ARCHITECTS, INC.

By its Attorney:



Jennifer L. Markowski (BBO# 655927)

Chesley H. Davis (BBO# 673300)

Peabody & Arnold, LLP

Federal Reserve Plaza

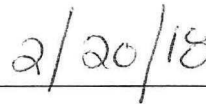
600 Atlantic Avenue

Boston, MA 02210

(617) 951-2100

jmarkowski@peabodyarnold.com

cdavis@peabodyarnold.com



Date

NOTIFY

4

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO.

18-0925E

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

E & F ENVIRONMENTAL SERVICES, LLC;
FRANCIS R. BALOGH; NEW ENGLAND
BUILDERS & CONTRACTORS, INC.;
TRC ENVIRONMENTAL CORP.; and
BLACKSTONE BLOCK ARCHITECTS, INC.;

Defendants.

FINAL CONSENT JUDGMENT

WHEREAS, Defendant TRC Environmental Corporation ("TRC") is a Connecticut corporation, with its principal office at 21 Griffin Road North, Windsor, Connecticut, and conducts regular business from its offices at 650 Suffolk Street, Lowell, Massachusetts;

WHEREAS, the Commonwealth of Massachusetts ("Commonwealth"), acting through the Massachusetts Department of Environmental Protection and the Office of the Attorney General ("Attorney General"), alleges that TRC was the asbestos project monitor at the Salem Housing Authority's Pioneer Terrace low-income housing complex in Salem, Massachusetts ("Pioneer Terrace"), where E & F Environmental Services, LLC ("E & F"), improperly abated and disposed of asbestos containing material and waste material, in violation of that portion of the Commonwealth's Public Health Law that addresses pollution of the atmosphere, G.L. c. 111, §§ 142A-142O ("Air Act"), and its regulations, 310 C.M.R. 7.00 *et seq.* ("Air Regulations");

JUDGMENT ENTERED ON DOCKET 3/23 2018
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 53(a)
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

1

Noted
3/23/18
PCM JAC
AJB JLM
RDC

WHEREAS, the Commonwealth alleges that TRC caused, suffered, allowed, or permitted E & F's violations of the Air Act and Air Regulations by failing to inspect portions of E & F's pre-abatement work-area preparations and completed abatement work, as TRC agreed to do as asbestos project monitor, or by inspecting E & F's work but allowing violations, in violation of the Air Act and the Air Regulations ("alleged conduct");

WHEREAS, the Attorney General notified TRC that she intended to bring suit based on the alleged conduct and invited TRC to resolve those claims;

WHEREAS, TRC believes it has meritorious defenses but has agreed with the Attorney General to resolve the matter under the terms set forth herein, in lieu of a formal hearing;

WHEREAS, the Commonwealth and TRC (collectively, "Parties") agree that this resolution is in the public interest; and

WHEREAS, this matter came before the Court on the joint motion of the Commonwealth and TRC for entry of this Final Consent Judgment;

NOW, THEREFORE, it is hereby **ORDERED** and **ADJUDGED**, as follows:

I. JURISDICTION

1. This court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties, pursuant to G.L. c. 12, § 5, and G.L. c. 111, §§ 142A-142O.
2. Venue lies in Suffolk Superior Court pursuant to G.L. c. 223, § 5.
3. The Complaint alleges facts that, if proven, would constitute good and sufficient grounds for the relief set forth in this Final Consent Judgment.

II. RELIEF

A. CIVIL PENALTY

4. TRC will pay \$60,000 in civil penalties ("Penalty") to the Commonwealth, within thirty calendar days of the entry of this Final Consent Judgment.

5. TRC will pay the Penalty by certified, treasurer's, or bank check payable to the "Commonwealth of Massachusetts" and delivered to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, Boston, Massachusetts 02108, to the attention of Peter C. Mulcahy, Assistant Attorney General.

6. For any period of non-payment after the payment obligations become due, TRC will pay interest on the entire amount due at a rate of twelve percent per annum, pursuant to G.L. c. 231, § 6B, and will pay all reasonable expenses, including attorneys' fees and costs of collection, associated with collecting the unpaid amounts and interest.

B. INJUNCTIVE RELIEF

7. Within six months of the entry of this Final Consent Judgment, TRC employee Roland Holacsek, if he is still employed by TRC, will enroll in, attend, complete, and pass the initial training course described at 453 C.M.R. 6.10(4)(g) ("Asbestos Project Monitor Course"), as offered by an asbestos training provider certified by the Massachusetts Department of Labor Standards pursuant to 453 C.M.R. 6.09 ("Asbestos Training Provider"), at TRC's expense.

8. Within seven months of the entry of this Final Consent Judgment, TRC will submit a copy of the certificate of completion of the Asbestos Project Monitor Course, issued to Roland Holacsek by the Asbestos Training Provider, to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108, to the Attention of Peter C. Mulcahy, Assistant Attorney General. The submission will include a written, signed statement by TRC that the submission meets the requirements of this Final Consent Judgment, is true and complete, and is made under the penalties of perjury.

III. RELEASE

9. Upon full compliance with paragraphs 4 through 8 of this Final Consent Judgment, TRC, its successors, and assigns will become forever and fully released and

discharged from any and all claims for civil penalties and injunctive relief for the violations specifically pleaded in the Complaint.

10. Except as otherwise provided herein, this Final Consent Judgment:
 - a. will not be deemed to excuse any non-compliance by TRC, its affiliates, agents, employees, servants, successors, and assigns with the requirements of any law or regulation;
 - b. will not bar any future legal or administrative actions by the Commonwealth against TRC based on any claims or allegations not asserted in the Complaint; and
 - c. will not preclude a future, separate or ancillary action by the Commonwealth against TRC to enforce this Final Consent Judgment.

IV. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

11. The Court will retain jurisdiction to enforce this Final Consent Judgment.
12. In addition to any relief specifically provided for herein, TRC understands and agrees that violation of this Final Consent Judgment is subject to and may be punishable pursuant to a contempt proceeding, and that any false submission to the Commonwealth hereunder may likewise result in civil or criminal sanctions.
13. The Parties waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure. This Final Consent Judgment does not constitute an admission of liability by TRC. The Parties will not challenge or appeal the entry of the Final Consent Judgment or the Court's jurisdiction to enter and enforce the Final Consent Judgment.
14. This Final Consent Judgment applies to and will be binding on TRC. No change in ownership or relocation of TRC will alter the responsibilities of TRC under this Final Consent

Judgment. TRC will provide a signed copy of this Final Consent Judgment to any successor or assignee.

15. Submissions from TRC required under this Final Consent Judgment must be received by the Attorney General by 5:00 P.M on the due date and at the addresses specified herein in order to be timely. The Attorney General may extend any deadline herein as she determines is appropriate.

16. If the Court should decline to approve the Final Consent Judgment on any ground except one related to form, this Final Consent Judgment is voidable at the option of either of the Parties within fourteen days of the Court's decision, and the terms of the Consent Judgment may not be used as evidence in any litigation between the Parties.

17. If, for any reason, the Court should determine that substantive modifications to the Final Consent Judgment are necessary, the Parties will enter into good faith negotiations to discuss the modifications. This Final Consent Judgment will be void unless the Parties agree otherwise within fourteen days of receipt of the notice of the Court's modification.

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

By the Court:

MDRiccini, J
ASSOCIATE JUSTICE, SUPERIOR COURT

6/23/08

Date

Attest:
Assistant Clerk

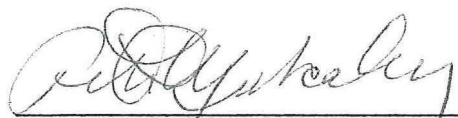
Date _____

STIPULATED AND AGREED:

THE COMMONWEALTH OF
MASSACHUSETTS

By its Attorney:

MAURA HEALEY
ATTORNEY GENERAL



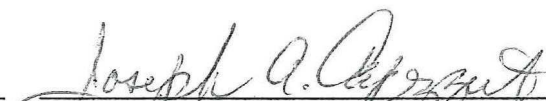
Peter C. Mulcahy (BBO# 682958)
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200
peter.mulcahy@state.ma.us

March 22, 2018

Date

TRC ENVIRONMENTAL CORPORATION

By its Attorney:



Joseph A. Capezzuto (BBO# 556605)
Associate General Counsel
650 Suffolk Street
Lowell, MA 01854
(978) 656-3519
jcapezzuto@trcsolutions.com

16 February 2018

Date

NOTIFY

5

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO.

18-0925E

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

E & F ENVIRONMENTAL SERVICES, LLC;
FRANCIS R. BALOGH; NEW ENGLAND
BUILDERS & CONTRACTORS, INC.;
TRC ENVIRONMENTAL CORP.; and
BLACKSTONE BLOCK ARCHITECTS, INC.,

Defendants.

FINAL CONSENT JUDGMENT

WHEREAS, Defendant Blackstone Block Architects, Inc. ("Blackstone"), is a Massachusetts corporation, with its principal office at 7 Marshall Street, Suite 301, in Boston, Massachusetts;

WHEREAS, the Commonwealth of Massachusetts ("Commonwealth"), acting through the Massachusetts Department of Environmental Protection and the Office of the Attorney General ("Attorney General"), alleges in its Complaint in this litigation that Blackstone (1) caused, suffered, allowed, or permitted violations of the rules governing asbestos abatement, handling, and disposal, committed by E & F Environmental Services, LLC, at the Salem Housing Authority's Pioneer Terrace low-income housing complex in Salem, Massachusetts, in violation of that portion of the Commonwealth's Public Health Law that addresses pollution of the atmosphere, G.L. c. 111, §§ 142A-142O, and its regulations, 310 C.M.R. 7.00 *et seq.*, and (2) violated the Massachusetts False Claims Act, G.L. c. 12, §§ 5A-5O;

NOTED
3/23/18
PCIM
JAC
AJB
RDC
LM

JUDGMENT ENTERED ON DOCKET 3/23 2018
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

WHEREAS, the Attorney General notified Blackstone that she intended to bring suit based on the alleged violations and invited Blackstone to resolve those claims;

WHEREAS, Blackstone, without admitting the allegations set forth in the Complaint and without admitting any liability to the Commonwealth, has reached an agreement with the Attorney General to resolve the matter under the terms set forth herein;

WHEREAS, the Commonwealth and Blackstone (collectively, "Parties") agree that this resolution is in the public interest and agree to the following terms; and

WHEREAS, this matter came before the Court on the joint motion of the Commonwealth and Blackstone for entry of this Final Consent Judgment;

NOW, THEREFORE, it is hereby **ORDERED** and **ADJUDGED**, as follows:

I. JURISDICTION

1. This court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties, pursuant to G.L. c. 12, § 5, and G.L. c. 111, §§ 142A-142O.
2. Venue lies in Suffolk Superior Court pursuant to G.L. c. 223, § 5.
3. The Complaint alleges facts that, if proven, would constitute good and sufficient grounds for the relief set forth in this Final Consent Judgment.

II. RELIEF

4. Blackstone will pay \$45,000 in civil penalties ("Payment") to the Commonwealth, within forty-five calendar days of the entry of this Final Consent Judgment.
5. Blackstone will remit the Payment by certified, treasurer's, or bank check, made payable to the "Commonwealth of Massachusetts," and delivered to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, Boston, Massachusetts 02108, to the attention of Peter C. Mulcahy, Assistant Attorney General.
6. For any period of non-payment after the Payment becomes due, Blackstone will

pay interest on the amount due at a rate of twelve percent per annum, pursuant to G.L. c. 231, § 6B, and will pay all reasonable expenses, including attorneys' fees and costs of collection, associated with collecting the unpaid amounts and interest.

III. RELEASE

7. Upon full compliance with paragraphs 4 through 6 of this Final Consent Judgment, Blackstone, its affiliates, agents, employees, servants, attorneys, insurers, successors, and assigns will be forever and fully released and discharged from any and all claims for civil penalties and injunctive relief for the violations specifically pleaded in the Complaint.

8. Except as otherwise provided herein, this Final Consent Judgment:
- a. will not be deemed to excuse any non-compliance by Blackstone, its affiliates, agents, employees, servants, successors, and assigns with the requirements of any law or regulation;
 - b. will not bar any future legal or administrative actions by the Commonwealth against Blackstone based on any claims or allegations not asserted in the Complaint; and
 - c. will not preclude a future, separate or ancillary action by the Commonwealth against Blackstone to enforce this Final Consent Judgment.

IV. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

9. The Court will retain jurisdiction to enforce this Final Consent Judgment.

10. In addition to any relief specifically provided for herein, Blackstone understands and agrees that violation of this Final Consent Judgment is subject to and may be punishable pursuant to a contempt proceeding, and that any false submission to the Commonwealth hereunder may likewise result in civil or criminal sanctions.

11. The Parties waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure. The Parties will not challenge or appeal the entry of the Final Consent Judgment or the Court's jurisdiction to enter and enforce the Final Consent Judgment.

12. This Final Consent Judgment applies to and will be binding on Blackstone. No change in ownership or relocation of Blackstone will alter the responsibilities of Blackstone under this Final Consent Judgment. Blackstone will provide a signed copy of this Final Consent Judgment to any successor or assignee.

13. Submissions from Blackstone required under this Final Consent Judgment must be received by the Attorney General by 5:00 P.M on the due date and at the address specified herein in order to be timely. The Attorney General may extend any deadline herein as she determines is appropriate.

14. If the Court should decline to approve the Final Consent Judgment on any ground except one related to form, this Final Consent Judgment is voidable at the option of either of the Parties within fourteen days of receipt of the notice of the Court's decision, and the terms of the Consent Judgment may not be used as evidence in any litigation between the Parties.

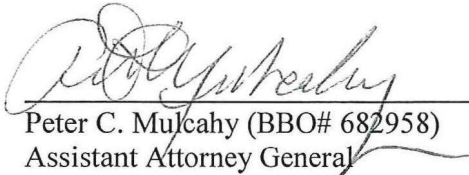
15. If, for any reason, the Court should determine that substantive modifications to the Final Consent Judgment are necessary, the Parties will enter into good faith negotiations to discuss the modifications. This Final Consent Judgment will be void unless the Parties agree otherwise within fourteen days of receipt of the notice of the Court's modification.

STIPULATED AND AGREED:

THE COMMONWEALTH OF
MASSACHUSETTS

By its Attorney:

MAURA HEALEY
ATTORNEY GENERAL



Peter C. Mulcahy (BBO# 682958)
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200
peter.mulcahy@state.ma.us

3/22/2018
Date

BLACKSTONE BLOCK ARCHITECTS,
INC.

By its Attorney:



Jennifer L. Markowski (BBO# 655927)
Chesley H. Davis (BBO# 673300)
Peabody & Arnold, LLP
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210
(617) 951-2100
jmarkowski@peabodyarnold.com
cdavis@peabodyarnold.com

2/20/18
Date

NOTIFY

6

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO.

18-0925 E

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

E & F ENVIRONMENTAL SERVICES, LLC;
FRANCIS R. BALOGH; NEW ENGLAND
BUILDERS & CONTRACTORS, INC.;
TRC ENVIRONMENTAL CORP.; and
BLACKSTONE BLOCK ARCHITECTS, INC.;

Defendants.

FINAL CONSENT JUDGMENT

WHEREAS, Defendant New England Builders & Contractors, Inc. ("New England Builders") is a New Hampshire corporation, with its principal office at 17 Lincoln Terrace, Salem, New Hampshire, and conducts regular business from its office at 464 Merrimack Street, Methuen, Massachusetts;

WHEREAS, the Commonwealth of Massachusetts ("Commonwealth"), acting through the Massachusetts Department of Environmental Protection and the Office of the Attorney General ("Attorney General"), alleges in its Complaint that New England Builders (1) caused, suffered, allowed, or permitted violations of the rules governing asbestos abatement, handling, and disposal, committed by its subcontractor, E & F Environmental Services, LLC, at the Salem Housing Authority's Pioneer Terrace low-income housing complex in Salem, Massachusetts, in violation of that portion of the Commonwealth's Public Health Law that addresses pollution of

JUDGMENT ENTERED ON DOCKET 3/23 120.18
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

10/10/18
JAC
AJB
RDC
JLM

the atmosphere, G.L. c. 111, §§ 142A-142O, and its regulations, 310 C.M.R. 7.00 *et seq.*, and (2) violated the Massachusetts False Claims Act, G.L. c. 12, §§ 5A-5O;

WHEREAS, the Attorney General notified New England Builders that she intended to bring suit based on the alleged violations and invited New England Builders to resolve those claims;

WHEREAS, New England Builders, without admitting the allegations set forth in the complaint and without admitting any liability to the Commonwealth, has reached an agreement with the Attorney General to resolve the matter under the terms set forth herein;

WHEREAS, the Commonwealth and New England Builders (collectively, “Parties”) agree that this resolution is in the public interest; and

WHEREAS, this matter came before the Court on the joint motion of the Commonwealth and New England Builders for entry of this Final Consent Judgment;

NOW, THEREFORE, it is hereby **ORDERED** and **ADJUDGED**, as follows:

I. JURISDICTION

1. This court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties, pursuant to G.L. c. 12, § 5, and G.L. c. 111, §§ 142A-142O.
2. Venue lies in Suffolk Superior Court pursuant to G.L. c. 223, § 5.
3. The Complaint alleges facts that, if proven, would constitute good and sufficient grounds for the relief set forth in this Final Consent Judgment.

II. RELIEF

A. PENALTY

4. New England Builders will pay \$85,000 in civil penalties (“Penalty”) to the Commonwealth, in accordance with the following terms:

- a. New England Builders will pay the Penalty in five installments of

\$17,000.

- b. New England Builders will pay the first installment of the Penalty within sixty calendar days of the entry of this Final Consent Judgment.
- c. New England Builders will pay the remaining four installments of the Penalty on or before the first, second, third, and fourth anniversaries of the entry of this Final Consent Judgment, respectively.
- d. If the date on which an installment of the Penalty is due falls on a weekend or a Massachusetts or federal holiday, that installment will instead be due on the next regular business day.
- e. New England Builders will pay each installment of the Penalty by certified, treasurer's, or bank check, made payable to the "Commonwealth of Massachusetts," and delivered to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108, to the attention of Peter C. Mulcahy, Assistant Attorney General.
- f. For any period of non-payment after each installment of the Penalty become due, New England Builders will pay interest on the amount due at a rate of twelve percent per annum, pursuant to G.L. c. 231, § 6B, and will pay all reasonable expenses, including attorneys' fees and costs of collection, associated with collecting the unpaid amounts and interest.
- g. If New England Builders complies with paragraphs 5 and 6 of this Final Consent Judgment, the final installment of the Penalty will be reduced to \$2,000. When New England Builders has complied with paragraphs 5 and

6 of this Final Consent Judgment, the Attorney General will so notify New England Builders in writing.

B. INJUNCTIVE RELIEF

5. By the first anniversary of the entry of this Final Consent Judgment, New England Builders personnel Bernard Feghali and Wadih Ramey will enroll in, attend, complete, and pass the initial training course described at 453 C.M.R. 6.10(4)(c) ("Asbestos Supervisors Course"), as offered by an asbestos training provider certified by the Massachusetts Department of Labor Standards pursuant to 453 C.M.R. 6.09 ("Asbestos Training Provider").

6. By the first anniversary of the entry of this Final Consent Judgment, New England Builders will submit copies of the certificates of completion of the Asbestos Supervisors Course, issued by the Asbestos Training Provider to Mr. Feghali and Mr. Ramey, to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, Boston, Massachusetts 02108, to the attention of Peter C. Mulcahy, Assistant Attorney General. The submission will include a written, signed statement by New England Builders that the submission meets the requirements of this Final Consent Judgment, is true and complete, and is made under the penalties of perjury.

III. RELEASE

7. Upon full compliance with paragraphs 4 through 6 of this Final Consent Judgment, New England Builders and its officers, directors, successors, assigns, employees, agents, representatives, contractors, and attorneys will be forever and fully released and discharged from any and all liabilities and claims by the Commonwealth for civil penalties and injunctive relief for the violations specifically pleaded in the Complaint, and will have no further obligations under this Final Consent Judgment.

8. Except as otherwise provided herein, this Final Consent Judgment:

- a. will not be deemed to excuse any non-compliance by New England Builders, its affiliates, agents, employees, servants, successors, and assigns with the requirements of any law or regulation;
- b. will not bar any future legal or administrative actions by the Commonwealth against New England Builders based on any claims or allegations not asserted in the Complaint; and
- c. will not preclude a future, separate or ancillary action by the Commonwealth against New England Builders to enforce this Final Consent Judgment.

IV. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

9. The Court will retain jurisdiction to enforce this Final Consent Judgment.
10. In addition to any relief specifically provided for herein, New England Builders understands and agrees that violation of this Final Consent Judgment is subject to and may be punishable pursuant to a contempt proceeding, and that any false submission to the Commonwealth hereunder may likewise result in civil or criminal sanctions.
11. The Parties waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure. The Parties will not challenge or appeal the entry of the Final Consent Judgment or the Court's jurisdiction to enter and enforce the Final Consent Judgment.
12. This Final Consent Judgment applies to and will be binding on New England Builders. No change in ownership or location of New England Builders will alter the responsibilities of New England Builders under this Final Consent Judgment. New England Builders will provide a signed copy of this Final Consent Judgment to any successor or assignee.
13. New England Builders must inform the Attorney General of any change in

ownership or location, in writing, to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108, to the attention of Peter C. Mulcahy, Assistant Attorney General, within thirty calendar days of the change.

14. Notifications from the Attorney General to New England Builders required under this Final Consent Judgment will be made to the last address of New England Builders known to the Attorney General.

15. Submissions from New England Builders required under this Final Consent Judgment must be received by the Attorney General by 5:00 P.M on the due date and at the addresses specified herein in order to be timely. The Attorney General may extend any deadline herein as she determines is appropriate.

16. If the Court should decline to approve the Final Consent Judgment on any ground except one related to form, this Final Consent Judgment is voidable at the option of either of the Parties within fourteen calendar days of the Court's decision, and the terms of the Consent Judgment may not be used as evidence in any litigation between the Parties.

17. If, for any reason, the Court should determine that substantive modifications to the Final Consent Judgment are necessary, the Parties will enter into good faith negotiations to discuss the modifications. This Final Consent Judgment will be void unless the Parties agree otherwise within fourteen calendar days of receipt of the notice of the Court's modification.

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

By the Court:

EDRICCUT, J
ASSOCIATE JUSTICE, SUPERIOR COURT

3/23/10
Date

Attest: _____
Assistant Clerk

Date

STIPULATED AND AGREED:

THE COMMONWEALTH OF
MASSACHUSETTS

By its Attorney:

MAURA HEALEY
ATTORNEY GENERAL



Peter C. Mulcahy (BBO# 682958)
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200
peter.mulcahy@state.ma.us

3/22/2018
Date

NEW ENGLAND BUILDERS &
CONTRACTORS, INC.

By its Attorney:



Robert D. Cox, Jr. (BBO# 546486)
Bowditch and Dewey, LLP
311 Main Street
P.O. Box 15156
Worcester, MA 01615
(508) 926-3409
rcox@bowditch.com

3/16/18
Date

NOTIFY

7

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO.

18-0925E

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

E & F ENVIRONMENTAL SERVICES, LLC;
FRANCIS R. BALOGH; NEW ENGLAND
BUILDERS & CONTRACTORS, INC.;
TRC ENVIRONMENTAL CORP.; and
BLACKSTONE BLOCK ARCHITECTS, INC.;

Defendants.

FINAL CONSENT JUDGMENT

WHEREAS, Defendant E & F Environmental Services, LLC ("E & F") is a Massachusetts limited liability company, has its principal office at 86 Carolan Avenue, Hampton, New Hampshire, is a licensed asbestos abatement contractor in Massachusetts, and regularly performs asbestos abatement in Massachusetts;

WHEREAS, Defendant Francis R. Balogh is the co-owner and manager of E & F and resides at 86 Carolan Avenue, Hampton, New Hampshire;

WHEREAS, the Commonwealth of Massachusetts ("Commonwealth"), acting through the Massachusetts Department of Environmental Protection and the Office of the Attorney General ("Attorney General"), alleges in its Complaint that E & F violated the rules governing asbestos abatement, handling, and disposal, set out in that portion of the Commonwealth's Public Health Law that addresses pollution of the atmosphere, G.L. c. 111, §§ 142A-142O ("Air Act"), and its regulations, 310 C.M.R. 7.00 *et seq.* ("Air Regulations"), at the Salem Housing

JUDGMENT ENTERED ON DOCKET 3/23/20 18
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

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PCM
AJB
RKH
SAD
JLM

Authority's Pioneer Terrace low-income housing complex in Salem, Massachusetts, and at a single-family home at 134 Jerome Street in Medford, Massachusetts, and that Balogh caused, suffered, allowed, or permitted those violations, in violation of the Air Act and Air Regulations;

WHEREAS, the Attorney General notified E & F and Balogh that she intended to bring suit based on the alleged violations and invited E & F and Balogh to resolve those claims;

WHEREAS, E & F, Balogh, and the Attorney General subsequently reached an agreement for such resolution;

WHEREAS, the Commonwealth, E & F, and Balogh (collectively, "Parties") agree that this resolution is in the public interest and agree to the following terms; and

WHEREAS, this matter came before the Court on the joint motion of the Commonwealth, E & F, and Balogh for entry of this Final Consent Judgment;

NOW, THEREFORE, it is hereby **ORDERED** and **ADJUDGED**, as follows:

I. JURISDICTION

1. This court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties, pursuant to G.L. c. 12, § 5, and G.L. c. 111, §§ 142A-142O.
2. Venue lies in Suffolk Superior Court pursuant to G.L. c. 223, § 5.
3. The Complaint alleges facts that, if proven, would constitute good and sufficient grounds for the relief set forth in this Final Consent Judgment.

II. RELIEF

A. PENALTY

4. E & F and Balogh will pay a civil penalty of \$150,000 ("Penalty") to the Commonwealth, in accordance with the following terms:
 - a. E & F and Balogh will pay \$15,000 of the Penalty within thirty calendar days of the entry of this Final Consent Judgment;

- b. E & F and Balogh will pay the balance of the Penalty in quarterly installments, according to the schedule in Appendix A of this Final Consent Judgment.
- c. E & F and Balogh will pay each installment of the Penalty by certified, treasurer's, or bank check, made payable to the "Commonwealth of Massachusetts," and delivered to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108, to the attention of Peter C. Mulcahy, Assistant Attorney General.
- d. For any period of non-payment after each installment of the Penalty becomes due, E & F and Balogh will pay interest on the amount due at a rate of twelve percent per annum, pursuant to G.L. c. 231, § 6B, and will pay all reasonable expenses, including attorneys' fees and costs of collection, associated with collecting the unpaid amounts and interest.
- e. E & F and Balogh will be jointly liable for the Penalty, for any interest accruing thereon, and any other amounts due pursuant to subparagraph (d) above.
- f. If E & F and Balogh fully comply with paragraphs 5 through 9 of this Final Consent Judgment, the nineteenth payment indicated in Appendix A will be reduced to \$1,600, and the remaining payments indicated in Appendix A will be suspended. When E & F and Balogh have fully complied with paragraphs 5 through 9 of this Final Consent Judgment, the Attorney General will so notify E & F and Balogh in writing.

B. INJUNCTIVE RELIEF

1. TRAINING

5. By the second anniversary of the entry of this Final Consent Judgment, Balogh and E & F supervisor Guillermo Margarin will enroll in, attend, complete, and pass the initial training course described at 453 C.M.R. 6.10(4)(c) ("Asbestos Supervisors Course"), as offered by an asbestos training provider certified by the Massachusetts Department of Labor Standards pursuant to 453 C.M.R. 6.09 ("Asbestos Training Provider").

6. If E & F employs or otherwise engages any other individuals who participated in the asbestos abatement activities described in the Complaint (including the individuals listed in Appendix B) to participate in any asbestos abatement activities (as defined in 310 C.M.R. 7.15(1)) between the entry date of this Final Consent Judgment and the second anniversary of the entry of this Final Consent Judgment, those individuals will also complete the Asbestos Supervisors Course by the second anniversary of the entry of this Final Consent Judgment.

7. By the second anniversary of the entry of this Final Consent Judgment, E & F and Balogh will submit copies of the certificates of completion of the Asbestos Supervisors Course, issued by the Asbestos Training Provider to Balogh, Mr. Margarin, and any other individual required to complete the Asbestos Supervisors Course under the paragraph above, to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108, to the attention of Peter C. Mulcahy, Assistant Attorney General. The submission will include a written, signed statement by E & F and Balogh that the submission meets the requirements of this Final Consent Judgment, is true and complete, and is made under the penalties of perjury.

2. REPORTING

8. E & F and Balogh will submit to the Attorney General a copy of the certificate of completion of any initial and/or refresher courses required by 453 C.M.R. 6.00 *et seq.* for each individual it employs or otherwise engages to participate in asbestos abatement activities for two years after the entry of this Final Consent Judgment.

9. E & F and Balogh must submit the required copies of the certificates of completion annually, by the first and second anniversaries of the entry of this Final Consent Judgment, respectively, to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108, to the attention of Peter C. Mulcahy, Assistant Attorney General. The submissions will each include a written, signed statement by E & F and Balogh that the submission meets the requirements of this Final Consent Judgment, is true and complete, and is made under the penalties of perjury.

III. RELEASE

10. Upon full compliance with paragraphs 4 through 9 of this Final Consent Judgment, E & F, Balogh, and their successors and assigns will be forever and fully released and discharged from any and all claims for civil penalties and injunctive relief for the violations specifically pleaded in the Complaint.

11. Except as otherwise provided herein, this Final Consent Judgment:

- a. will not be deemed to excuse any non-compliance by E & F, Balogh, their affiliates, agents, employees, servants, successors, and assigns with the requirements of any law or regulation;
- b. will not bar any future legal or administrative actions by the Commonwealth against E & F or Balogh based on any claims or allegations not asserted in the Complaint; and

- c. will not preclude a future, separate or ancillary action by the Commonwealth against E & F or Balogh to enforce this Final Consent Judgment.

12. When E & F and Balogh have fully complied with paragraphs 4 through 9 of this Final Consent Judgment, the Attorney General will so notify E & F and Balogh in writing.

IV. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

13. The Court will retain jurisdiction to enforce this Final Consent Judgment.

14. In addition to any relief specifically provided for herein, E & F and Balogh understand and agree that violation of this Final Consent Judgment is subject to and may be punishable pursuant to a contempt proceeding, and that any false submission hereunder may likewise result in civil or criminal sanctions.

15. The Parties waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure. The Parties will not challenge or appeal the entry of the Final Consent Judgment or the Court's jurisdiction to enter and enforce the Final Consent Judgment.

16. This Final Consent Judgment applies to and will be binding on E & F and Balogh. No change in ownership or location by E & F or Balogh will alter the responsibilities of E & F or Balogh under this Final Consent Judgment. E & F and Balogh will provide a signed copy of this Final Consent Judgment to any successor or assignee.

17. E & F and Balogh must inform the Attorney General of any change in ownership or location, in writing, to the Office of the Attorney General, Environmental Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108, to the attention of Peter C. Mulcahy, Assistant Attorney General, within thirty calendar days of the change.

18. Notifications from the Attorney General to E & F and Balogh required under this Final Consent Judgment will be made to the last addresses of E & F and Balogh known to the Attorney General.

19. Submissions from E & F and Balogh required under this Final Consent Judgment must be received by the Attorney General by 5:00 P.M on the due date and at the addresses specified herein in order to be timely. The Attorney General may extend any deadline herein as she determines is appropriate.

20. If the Court should decline to approve the Final Consent Judgment on any ground except one related to form, this Final Consent Judgment is voidable at the option of either of the Parties within fourteen calendar days of the Court's decision, and the terms of the Consent Judgment may not be used as evidence in any litigation between the Parties.

21. If, for any reason, the Court should determine that substantive modifications to the Final Consent Judgment are necessary, the Parties will enter into good faith negotiations to discuss the modifications. This Final Consent Judgment will be void unless the Parties agree otherwise within fourteen calendar days of receipt of the notice of the Court's modification.

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

By the Court:

MDRICANT, J
ASSOCIATE JUSTICE, SUPERIOR COURT

Date 3/23/10

Attest:
Assistant Clerk

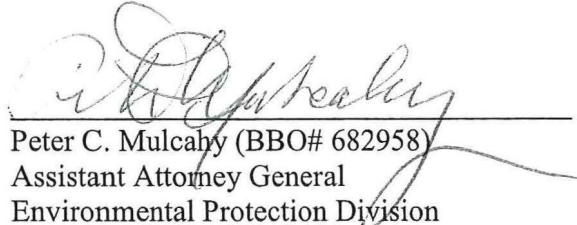
Date _____

STIPULATED AND AGREED:

THE COMMONWEALTH OF
MASSACHUSETTS

By its Attorney:

MAURA HEALEY
ATTORNEY GENERAL



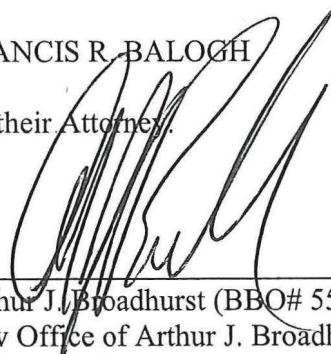
Peter C. Mulcahy (BBO# 682958)
Assistant Attorney General
Environmental Protection Division
Office of the Attorney General
One Ashburton Place, 18th Floor
Boston, MA 02108
(617) 727-2200
peter.mulcahy@state.ma.us

3/22/2018
Date

E & F ENVIRONMENTAL SERVICES, LLC,
and

FRANCIS R. BALOGH

By their Attorney:



Arthur J. Broadhurst (BBO# 557998)
Law Office of Arthur J. Broadhurst
45 Osgood Street
Methuen, MA 01844
(978) 327-5128
arthur@abstlaw.com

2-28-18
Date

APPENDIX A

Payment	Amount Due	Due Date	Remaining Balance
1	\$6,300	June 29, 2018	\$128,700
2	\$6,300	September 28, 2018	\$122,400
3	\$6,300	December 31, 2018	\$116,100
4	\$6,300	March 29, 2019	\$109,800
5	\$6,300	June 28, 2019	\$103,500
6	\$6,300	September 30, 2019	\$97,200
7	\$6,300	December 31, 2019	\$90,900
8	\$6,300	March 31, 2020	\$84,600
9	\$6,300	June 30, 2020	\$78,300
10	\$6,300	September 30, 2020	\$72,000
11	\$6,300	December 31, 2020	\$65,700
12	\$6,300	March 31, 2021	\$59,400
13	\$6,300	June 30, 2021	\$53,100
14	\$6,300	September 30, 2021	\$46,800
15	\$6,300	December 31, 2021	\$40,500
16	\$6,300	March 31, 2022	\$34,200
17	\$6,300	June 30, 2022	\$27,900
18	\$6,300	September 30, 2022	\$21,600
19	\$6,300	December 30, 2022	\$15,300
20	\$6,300	March 31, 2023	\$9,000
21	\$6,300	June 30, 2023	\$2,700
22	\$2,700	September 29, 2023	\$0

APPENDIX B

Jorge Alvarez

Francis R. Balogh

Miguel Giron

Mynor Ortiz

Steve Petrillo

Nelson Rodriguez