

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

_____	)	
Conservation Law Foundation, Inc.,	)	
	)	Case No. 1:20-cv-10032-WGY
Plaintiff,	)	
	)	
v.	)	
	)	
Academy Express, LLC	)	
	)	
Defendant.	)	
_____	)	

**CONSENT DECREE<sup>1</sup>**

WHEREAS, Plaintiff Conservation Law Foundation (“CLF” or “Plaintiff”) filed this citizen suit on January 8, 2020 against Defendant Academy Express, LLC (“Academy” or “Defendant”);

WHEREAS, CLF is a non-profit environmental organization incorporated and headquartered in Massachusetts;

WHEREAS, Academy is a transportation company operating on the East Coast, including in the Commonwealth of Massachusetts;

WHEREAS, CLF alleged in its Amended Complaint that Academy violated the Clean Air Act, 42 U.S.C. §§ 7401, et seq. (“CAA” or “Act”) and the Massachusetts State Implementation Plan’s (“SIP”) requirements relating to motor vehicle idling limits under 310 C.M.R. § 7.11, brought “to redress and prevent Clean Air Act violations that negatively affect the health and lives

<sup>1</sup> This document is to be interpreted consistent with the record in this case.

of Massachusetts... residents by repeatedly exposing them to harmful air pollutants,” and sought civil penalties, injunctive relief, and Plaintiff’s attorneys’ fees and costs of litigation;<sup>2</sup>

WHEREAS, on January 29, 2026, at the conclusion of a bench trial in this matter, Academy was found liable for violations of the CAA and Massachusetts SIP in connection with certain operations of vehicles at four of its bus stops in Massachusetts;

WHEREAS, CLF and Academy (collectively the “Parties”) have negotiated this Consent Decree in good faith and at arm’s length, and agree that the settlement of this action (the “Action”) through this Consent Decree without further litigation is in the public interest, and is a fair, reasonable, and appropriate means of resolving all claims in the Action;

WHEREAS, the Parties anticipate that this Consent Decree will achieve valuable public health and environmental benefits by improving air quality in the Commonwealth of Massachusetts;

WHEREAS, pursuant to 42 U.S.C. § 7604(c)(3), this Consent Decree is being forwarded to the United States Department of Justice and to the United States Environmental Protection Agency (“EPA”) for the forty-five (45) day review period mandated by the CAA.

NOW, THEREFORE, with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED AND DECREED as follows:

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<sup>2</sup> See Paragraph 1 of Conservation Law Foundation, Inc.’s Amended Complaint For Declaratory and Injunctive Relief and Civil Penalties (Case No. 1:20-cv-10032-DPW). Case No. 1:20-cv-10033 was consolidated with 1:20-cv-10032 on August 10, 2023 such that Case No. 1:20-cv-1033 was Ordered Closed.

**I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over this action, the subject matter herein, and over the Parties consenting hereto, pursuant to 42 U.S.C. § 7604(a) and 28 U.S.C. § 1331.

2. Venue properly lies in this Court and district pursuant to 42 U.S.C. § 7604(c)(1) and 28 U.S.C. § 1391(b), because the Complaint alleges violations to have occurred in this district, and the Defendant conducts business in this district.

3. Solely for the purposes of this Consent Decree and the Lawsuit, and any action to enforce this Consent Decree, the Parties consent to this Court's jurisdiction and to venue in this judicial district. The Parties consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. Except as expressly provided for herein, this Consent Decree shall not directly create any rights in or obligations of any Party other than the Parties to this Consent Decree.

4. This Court shall retain jurisdiction over this case until the Termination Date for the purpose of resolving disputes arising under this Consent Decree or entering orders modifying this Consent Decree, pursuant to Sections regarding Dispute Resolution and Enforcement and Modification, or effectuating or enforcing compliance with the terms of this Consent Decree.

**II. APPLICABILITY**

5. Upon the Effective Date, the obligations of this Consent Decree shall apply to, and be binding upon, Plaintiff and Defendant, and any successors, assigns, or other entities or persons otherwise bound by law.

6. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, or agents to take any actions necessary to comply with the provisions of this Consent Decree.

### III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the CAA or in regulations promulgated by the Environmental Protection Agency (“EPA”) and Massachusetts Department of Environmental Protection (“MassDEP”) pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Consent Decree.

8. All references to a duration of “days” shall be calendar days unless otherwise specified.

9. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. “Effective Date”: The date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court’s Docket.

b. “GPS System”: GPS-based dispatch alert and anti-idling tracking system, either developed by Saucon or a similar proven technology provider.

c. “Termination Date”: The date on which the Consent Decree term ends, in 2031 on the fifth anniversary of Academy’s First Payment Date (as defined in Section V, Paragraph 16) and pursuant to Section XI. (Effective Date and Termination).

### IV. COMPLIANCE MEASURES

10. Academy shall comply with the Massachusetts State Implementation Plan, 310 CMR §7.11(1)(b).

11. Anti-Idling Policy:
  - a. Academy will review, and if necessary, revise Academy's anti-idling policy to conform to Massachusetts State Implementation Plan, 310 CMR 7.11(1)(b).
  - b. Academy shall add to its anti-idling policy:
    - i. EPA's references to the negative health effects of idling and vehicle exhaust; and
    - ii. Strategies for cessation of unnecessary engine operation and use of unnecessary engine operation and use of unnecessary engine operation cessation technologies.
  - c. Academy shall include its revised anti-idling policy in its employee handbook and pocket guide for Massachusetts within sixty (60) days of the Effective Date. Academy's updated employee handbook and pocket guide shall be distributed to all operators and supervisors in Massachusetts either via email or in print within sixty (60) days of its revision.
  - d. Academy shall place anti-idling/unnecessary engine operation stickers on the dashboard or cockpit area of each Academy-operated bus.
12. Training -- Frequency and Duration:
  - a. Academy shall require all vehicle operators to receive anti-idling trainings twice per year. Each training must be at least 15 minutes long.
  - b. Every new bus operator shall be trained on Academy's anti-idling policy within 30 days of hiring.

13. Training – Content:

- a. Anti-idling trainings shall address, at minimum, the below topics:
  - i. The Massachusetts State Implementation Plan, 310 CMR 7.11(1)(b), including defining “necessary” and “unnecessary” operation.
  - ii. Strategies for avoiding unnecessary engine operation, including the elimination of unnecessary idling during pre- and post-trip inspections, loading and unloading passengers, and excessive heating or cooling during extreme weather.
  - iii. The EPA’s references to the negative health effects of idling and vehicle exhaust.
- b. Academy shall translate its anti-idling policy and related training materials into languages for personnel who have limited English proficiency.

14. Emission Reduction Technology:

- a. Academy will implement GPS-based dispatch alert and anti-idling/unnecessary engine operation tracking technology, such as Saucon, on all non-electric buses operating in Massachusetts within six months of the Effective Date.
- b. Academy shall install, operate, and maintain an active or passive diesel particulate filter (DPF) on each of its diesel buses in its Massachusetts fleet. All the DPFs shall be installed and operating within six months after the Effective Date.

15. **Certification of Compliance:**

- a. Within seven months of the Effective Date, Academy shall provide CLF with a written statement, signed by an authorized officer, certifying that the above measures regarding Academy's anti-idling policies, training and emission reduction technology have been implemented.
- b. This certification shall include: (i) a copy of Academy's revised handbook and pocket guide, (ii) photograph(s) of Academy's revised sticker, and (iii) documentation of the emission reduction technologies installed on Academy's buses in its Massachusetts fleet to include Academy's list of buses with registration numbers and manufacturing years and a letter from Saucon to confirm that its system has been installed in each bus in Academy's Massachusetts fleet.

**V. PAYMENTS**

16. **Payment:** Academy agrees to pay the total sum of \$5,600,000.00 to CLF and the Air Quality Improvement Project recipients set forth in Paragraph 17 over a payment term of six (6) years and scheduled as set forth below. Specific payment amounts to CLF and to the Air Quality Improvement Project recipients are set forth below in Paragraphs 17 and 20 of this Consent Decree.
  - a. Payment 1: \$1,000,000.00 to be paid ninety days (90) after the Effective Date (as defined in Paragraph 9a) (hereinafter, "First Payment Date").
  - b. Payment 2: \$1,000,000.00 to be paid in 2027 on the first anniversary of the First Payment Date.

- c. Payment 3: \$900,000.00 in 2028 on the second anniversary of the First Payment Date.
- d. Payment 4: \$900,000.00 in 2029 on the third anniversary of the First Payment Date.
- e. Payment 5: \$900,000.00 in 2030 on the fourth anniversary of the First Payment Date.
- f. Payment 6: \$900,000.00 in 2031 on the fifth anniversary of the First Payment Date.

Should an anniversary date of the First Payment Date fall on a Saturday, Sunday, or a State/Federal holiday, then the payment date will be the next business day following the Saturday, Sunday, or State/Federal holiday.

**17. AIR QUALITY IMPROVEMENT PROJECT RECIPIENTS**

- a. Of the total payment amount described in Paragraph 16 and pursuant to the schedule described in Paragraph 16, Academy shall pay a total of \$3,000,000.00 to Allston-Brighton Health Collaborative and Boston Food Forest Coalition (also referred to as “Air Quality Improvement Project recipients”), which are both 501(c)(3) non-profit organizations in Massachusetts. Allston-Brighton Health Collaborative and Boston Food Forest Coalition shall implement the Air Quality Improvement Projects pursuant to the terms provided in Exhibit A.

- b. Payments made to the Air Quality Improvement Project recipients shall be made beginning on the second anniversary of the First Payment Date (in 2028) as set forth above and in accordance with the below schedule.
- c. On the second anniversary of the First Payment Date (in 2028), Academy shall pay \$150,000.00 to Allston-Brighton Health Collaborative and \$150,000 to Boston Food Forest Coalition.
- d. Thereafter, Academy shall pay \$450,000.00 to Allston-Brighton Health Collaborative and \$450,000.00 to Boston Food Forest Coalition each year beginning on the third anniversary of the First Payment Date (in 2029) through the fifth anniversary of the First Payment Date (in 2031).

18. Payments made to the Air Quality Improvement Project recipients, Allston-Brighton Health Collaborative and Boston Food Forest Coalition, shall not be tax deductible by Academy, any successors, assigns, parent companies or affiliated entities.

19. The Air Quality Improvement Project recipients, Allston-Brighton Health Collaborative and Boston Food Forest Coalition, shall submit to CLF annual status reports due each year on the annual anniversary of each of Academy's payment deadlines as referenced in paragraph 17 while the recipients spend such funds. The status report shall include:

- a. description of activities completed to date and related expenditures of funds; and
- b. a discussion of any anticipated changes to the scope or timeline of the Air Quality Improvement Project.

## 20. COSTS OF LITIGATION

- a. Academy shall cause the following payments to be made to CLF, which shall fully and finally resolve all claims in the Action for attorneys' fees, costs, and/or other expenses:
  - i. \$1,000,000.00 to be paid on the First Payment Date as defined in Paragraph 16a;
  - ii. \$1,000,000.00 on the first anniversary of the First Payment Date (in 2027);
  - iii. \$600,000 on the second anniversary of the First Payment Date (in 2028).

21. Payments made to CLF shall not be tax deductible by Academy, any successors, assigns, parent companies or affiliated entities.

## VI. FORCE MAJEURE

22. "Force majeure," for purposes of the Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under the Consent Decree despite Defendant's best efforts to fulfill the obligation. Force Majeure events shall include, but are not limited to: war or violent uprisings, natural disasters, labor strikes, transport delays, civil unrest, a declared state of emergency, any public health concerns (which shall include without limitation to a pandemic), and shortages impacting emissions reduction technology, equipment, materials or supplies or GPS system technology that are beyond Defendant's control. An increase in costs, a change in financial circumstances, or Defendant's economic inability to comply are not Force Majeure events.

23. If any event occurs that causes or may cause delay in the performance of any obligation under the Consent Decree, Defendant shall notify Plaintiff as soon as practicable but no later than thirty (30) days after the date on which Defendant became aware of the potential delay. Upon notification, Plaintiff shall have the right to request all necessary documentation explaining the potential delay. If requested, Defendant shall have ten working days from the date of the request to provide the documentation. Upon providing notice of Force Majeure, Defendant's time for performance of the obligations under this Consent Decree that are affected by the Force Majeure will be extended as necessary to complete those obligations, or the obligations will be eliminated if performance is no longer possible.

#### **VII. ENFORCEMENT AND DISPUTE RESOLUTION**

24. If either Party has reason to believe that there is a violation of this Consent Decree, either Party may request ("requesting Party") that the Parties meet and confer for the purpose of determining whether a violation has occurred and developing a mutually agreed upon plan, including implementation dates, to resolve the dispute.

25. The Parties agree to work together in good faith to resolve all disputes prior to engaging in the dispute resolution process described below.

26. If the meet and confer anticipated in the above-paragraph does not resolve the dispute and result in a mutually agreed upon plan or a Party fails to respond to the requesting Party's request for a meet and confer within fourteen (14) days, the requesting Party shall be entitled to bring the dispute before this Court's appointed ADR provider for resolution and the Parties agree to submit to the Court's ADR process for resolution.

27. The Court shall retain jurisdiction over this Lawsuit until the Termination Date to enforce the terms of the Consent Decree or to modify the terms and conditions of the Consent Decree.

#### **VIII. EFFECT OF SETTLEMENT**

28. Entry of the Consent Decree shall resolve any and all claims, causes of action, or liability arising under the CAA and Massachusetts state law brought by the Plaintiff against the Defendant for damages, penalties, fines, injunctive relief, past and future attorneys' fees, past and future costs, or any other claim or relief relating to the violations that were alleged, or could have been alleged, in the Amended Complaint or in this Lawsuit; Plaintiff covenants not to sue, releases, and forever discharges Defendant from all such claims, causes of action, or liabilities arising on or before the Effective Date.

29. Prior to the Termination Date, CLF shall not commence any claims, litigation or other judicial action of the same nature or type as those described in the Amended Complaint, independent of the enforcement terms of this consent decree as described in Section VII.

30. The Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to the Consent Decree.

#### **IX. NON-DISPARAGEMENT**

31. The Parties agree not to make any disparaging, derogatory, or defamatory statements (whether oral or written) about the other party, including its officers, directors, and employees, that could harm their reputation or business interests. CLF reserves the right to make public statements consistent with the record in the case.

## X. NOTICES

32. Unless otherwise provided herein, whenever notifications, submissions, or communications are required by the Consent Decree, they shall be made in writing and addressed as follows:

**For Plaintiff:**

Katherine Tolsdorf  
Paralegal, Clean Air and Water  
Conservation Law Foundation, Inc.  
62 Summer Street  
Boston, MA 02110  
Tel: 617-850-1731  
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**For Defendant:**

Thomas Scullin, Chief Operating Officer  
Academy Express LLC  
111 Paterson Avenue  
Hoboken, NJ 07030  
(201) 420-7000  
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Jennifer A. Whelan, Esq.  
Manning Gross + Massenburg LLP  
125 High Street, 6<sup>th</sup> Floor  
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Boston, MA 02110  
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[jwhelan@mgmlaw.com](mailto:jwhelan@mgmlaw.com)

33. Any Party may, by written notice to the other Party, change its designated notice recipient, address, or means of transmittal provided above.

34. All notifications, communications, or submissions made pursuant to this Section shall be sent by electronic mail. Any Party planning a communication by non-electronic means should first attempt to contact the opposing Party to confirm the appropriate mailing address.

**XI. EFFECTIVE DATE AND TERMINATION**

35. The Effective Date of the Consent Decree shall be the date upon which the Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's Docket (the "Effective Date"). All obligations arising under the Consent Decree shall become effective as of the Effective Date.

36. The Consent Decree shall terminate on the fifth anniversary of the First Payment Date (in 2031) on the "Termination Date" as defined in Section III. Defendant shall not be required to produce any information regarding anything beyond the Termination Date.

**XII. MODIFICATION**

37. The terms of the Consent Decree may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to any term of the Consent Decree, it shall be effective only upon approval by the Court.

**XIII. SIGNATORIES/SERVICE**

38. Each undersigned representative of the Parties certifies that they are fully authorized to enter into the terms and conditions of the Consent Decree and to execute and legally bind the Party they represent to this document.

**XIV. INTEGRATION**

39. The Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein.

**XV. FINAL JUDGMENT**

40. Upon approval and entry of the Consent Decree by the Court, the Consent Decree shall constitute a final judgment of the Court as to the Plaintiff and the Defendant.

41. The Parties understand and agree that the Consent Decree represents the full and final agreement to resolve the above-captioned matter in its entirety, including all claims asserted and including all interest, costs, and fees.

42. The Parties understand and agree that upon approval and entry of the Consent Decree by the Court, the Consent Decree shall constitute a final judgment of the Court as to the Plaintiff and Defendant.

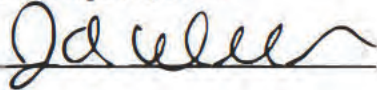
**SIGNATURE PAGE**

**Conservation Law Foundation, Inc.,**

By: 

Heather A. Govern  
Conservation Law Foundation, Inc.  
62 Summer Street  
Boston, MA 02110

**Academy Express, LLC**

By: 

Jennifer A. Whelan, Esq.  
Manning Gross + Massenburg LLP  
125 High Street, 6<sup>th</sup> Floor  
Oliver Street Tower  
Boston, MA 02110

**Academy Express LLC**

By: 

Thomas Scullin, Chief Operating Officer  
Academy Express LLC  
111 Paterson Avenue  
Hoboken, NJ 07030  
(201) 420-7000  
tscullin@academybus.com

**EXHIBIT A**

**AIR QUALITY IMPROVEMENT PROJECT DESCRIPTION**

Implementing Organization: Allston-Brighton Health Collaborative; Boston Food Forest Coalition

Project Funds: \$3,000,000

Project Description:

1. Urban Agriculture Food Forest
  - a. ABHC will work in partnership with the Boston Food Forest Coalition to purchase parcels of land and build the first food forest park for the neighborhoods of Allston and Brighton. Boston Food Forest Coalition's layered food forest parks function as an urban forest: mature canopy trees, fruit and nut understory trees, shrubs, vines, and groundcovers create multiple levels of leaf surface that capture particulate pollution and help remove pollutants from the air, while the fruit itself is a nutritious food source. The food forest will meet the needs of the community and improve environmental health, human health and community health. By adding shade and evapotranspiration, these plantings also cool surrounding streets and reduce heat-related pollution, making each site a community-centered edible space that delivers cleaner air, fresh food, and community resilience. ABHC will create a stewardship model that actively engages community members to grow the food forest, sustain the land, and teach the neighbors.
2. Air Quality Monitoring
  - a. Around the food forest, ABHC will implement air quality monitors that measure fine particulate matter, ultra fine particulate matter, ground-level ozone, and NO<sub>2</sub>. Sensors will be installed before the food forest is created and measure pollution levels continuously until after the food forest is completed and beyond, in order to measure the air quality impact of the food forest.
  - b. ABHC recently installed 30 low-cost fine particulate matter sensors across Allston and Brighton allowing residents to view the air quality in real-time. ABHC will expand that network of air quality monitors to more parts of the neighborhood. A publicly-available data dashboard will be built to allow residents to check data regularly and inform themselves about the current status of the air quality. Residents will actively inform where monitors are placed and will provide input on how to make the data dashboard as accessible as possible.

Projected Air Quality Benefits:

Allston-Brighton is exposed to several climate change impacts including intense heat. Historical disinvestment and infrastructure siting has resulted in a neighborhood cut in half due to the Mass Turnpike, which exposes residents to higher levels of air pollution on a daily basis. Fine particulate matter, ultra fine particulate matter, ground-level ozone, and NO<sub>2</sub> have been shown to

have the greatest impact on health and are typically generated by fossil fuel combustion engine vehicles.

Urban agriculture can help to improve air quality through a variety of direct and indirect methods. Urban vegetation can actively clean the air, as existing air pollutants can be filtered from the air by adhering to plant surfaces and by direct absorption into the plant. Urban vegetation can help to curb pollutant emissions by providing more fresh produce grown locally in urban environments, reducing food crop transportation needs and directly resulting in a reduction of truck emissions. Urban vegetation can also create a cooling effect in the urban environment by blocking incoming solar radiation, dispersing light reflected from urban surfaces, providing shade, and releasing cooling water vapor into the atmosphere. This cooling effect reduces the need for air conditioners and other polluting cooling mechanisms, while also reducing heat-dependent, pollutant-producing chemical reactions in the atmosphere.

Enhanced air monitoring of pollution in Allston and Brighton will provide air quality and public health benefits. Using the data dashboard, residents can make more informed decisions for themselves and their families whether it's safe to be outside or not. In order to mitigate the impacts of poor air quality, residents will be educated about air purifiers and other tools to breathe cleaner air.