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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CIVIL ACTION NO.

2684CV2200C

In re Beacon Mobility Corporation

ASSURANCE OF DISCONTINUANCE PURSUANT TO G. L. c. 93A § 5 & c. 93 § 9

Pursuant to Massachusetts General Laws chapters 93, § 9 and 93A, § 5, Beacon Mobility Corporation ("Beacon") hereby offers this Assurance of Discontinuance ("Assurance") in lieu of litigation, and the Commonwealth of Massachusetts, by and through the Office of Attorney General Andrea Joy Campbell ("AGO"), (collectively, the "Parties") hereby agrees to accept it on the terms and conditions contained herein.

I. Introduction

1. Beacon is a Delaware Corporation with a principal place of business at 3700 Embassy Parkway, Suite 500, Akron, OH, and its principal office in the Commonwealth at 70 Post Office Park, Suite 7003, Wilbraham, MA 01905. In Massachusetts, Beacon offers, through its subsidiaries, including Van Pool Transportation LLC and NRT Bus, Inc., student transportation services, including special education transportation services, to school districts.

2. Pursuant to G. L. c. 93, § 6; G. L. c. 93A, § 6; and G. L. c. 12 § 5C, the AGO conducted an investigation into Beacon's compliance with G. L. c. 93, § 4; G. L. c. 93A, § 2; and G. L. c. 12, § 5B in its provision of student transportation services in the Commonwealth.

3. Based on the investigation, the AGO alleges that Beacon violated G. L. c. 93, § 4; G. L. c. 93A, § 2; and G. L. c. 12, § 5B by agreeing with Company A to allocate contracts starting in 2022 for the transportation of special education students in Lynn, Saugus, and Dedham, by

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falsely certifying noncollusion, and by entering into and requesting payment under contracts that incorporated those false certifications.

4. In lieu of litigation, the AGO agrees to accept this Assurance on the terms and conditions contained herein, pursuant to the Massachusetts Antitrust Act, G. L. c. 93, § 9 and the Massachusetts Consumer Protection Act, G. L. c. 93A, § 5.

5. In an effort to avoid the uncertainty of litigation and to resolve this investigation, Beacon agrees to enter into and be bound by the terms of this AOD. Beacon's agreement to this AOD does not constitute an admission of the AGO's allegations.

II. Definitions

The following definitions shall apply wherever the defined terms are used within this Assurance:

6. "Covered Conduct" means those acts or practices alleged in Paragraphs 10–26, below.

7. "Effective Date" means the date that this Assurance is filed in Suffolk Superior Court.

8. "In-District" means the transportation of special education students to a school within the same municipality in which they live.

9. "Out-of-District" means the transportation of special education students to a school outside of the municipality in which they live.

III. AGO's Allegations

A. The Saugus Contract

10. Company A—along with its subsidiaries, a competitor of Beacon for the provision of student transportation services in Massachusetts—has held the contract for the In-District and Out of District transportation of special education students in the Town of Saugus since at least 2020.

11. In May 2022, Saugus was exploring its competitive options for In-District and Out-of-District transportation of special education students in Saugus, for a contract term of July 1, 2022, through June 20, 2025. By May 10, 2022, Saugus had publicly announced that it would request bids for the contract. Both Beacon and Company A were considering whether to bid on the contract. Among other steps, Beacon sought to secure necessary bid bonds to support a bid.

12. On May 18, 2022, Saugus held a mandatory, in-person pre-bid meeting. Beacon employees and Company A employees were the only potential bidders in attendance.

13. On May 25, 2022, an employee of Saugus emailed a Vice President at Beacon (Beacon Employee 1), a General Manager at Company A (Company A Employee 1), and others a revised invitation to bid, noting that all bids were due by June 9, 2022. Saugus included a Certificate of Non-Collusion with the bid specifications and required that a signed Certificate of Non-Collusion be included with any bid.

14. On May 25, 2022, Beacon Employee 1 suggested in an internal email that Beacon not bid on the Saugus special education contract, citing a lack of capacity to take on all the work and also noting that she did not want to bid against Company A. "And we would be bidding against [Company A], and I really don't want to take their work. They were very good not taking [another contract] stuff from us. And I know she wont come to Lynn next year. I say we do not bid Saugus. Please let me know what you two think." Another Beacon employee responded, "I agree with [Beacon Employee 1] that I would not want to start a bidding war with [Company A]. Furthermore, I will not be able to provide service for another 20 vehicles"

15. Later that day, Beacon Employee 1 received a phone call from Company A Employee 1, which lasted 35 minutes.

16. Beacon did not bid on the contract. Company A was the only bidder and won the contract. Company A's bid included the required Certificate of Non-Collusion, which was then incorporated into its contract with Saugus.

B. The Lynn Contract

17. A Beacon subsidiary has held the In-District contract for transporting special education students in City of Lynn since at least 2015.

18. On May 16, 2022, Lynn released an invitation for bids for the In-District transportation of special education students, for a contract term of August 25, 2022, through August 24, 2025, and a bid due date of June 1, 2022. Lynn included a Certificate of Non-Collusion with the bid specifications and required that a signed Certificate of Non-Collusion be included with any bid.

19. As noted in Paragraph 14, on May 25, 2022, Beacon Employee 1 wrote in an internal email, "I really don't want to take [Company A's] work" and stated "I know [Company A Employee 1] wont come to Lynn next year." As noted in Paragraph 15, later that day, Company A Employee 1 called Beacon Employee 1, and they spoke on the phone for 35 minutes.

20. Beacon was the only bidder in Lynn for the In-District special education contract starting in August 2022, and Beacon won the contract. Beacon's bid included the required Certificate of Non-Collusion, which was then incorporated into its contract with Saugus, and under which Beacon invoiced Saugus for payment over the three-year term.

C. The Dedham Contract

21. Company A, through a subsidiary, held the In-District contract for transporting special education students in Dedham for the 2021-2022 school year.

22. On May 26, 2022, Company A contacted Dedham about the possibility of extending the contract for another year. On May 27, 2022, a Company A employee—at the direction of Company A Employee 1—provided a proposal for extending the contract, which included a large price increase for Dedham.

23. On June 15, 2022, Beacon Employee 1 received a call from Company A Employee 1, which lasted 39 minutes.

24. On June 17, 2022, Dedham, seeking the benefits of competition, contacted a Beacon subsidiary to ask if that company would be able to take over the In-District transportation of special education students, in light of the large proposed price increase from Company A. A Beacon employee relayed that message to other Beacon employees, including Beacon Employee 1.

25. Beacon Employee 1 responded that she had recently spoken to Company A Employee 1, who suggested that the two companies not underbid each other. Beacon Employee 1 wrote, “I knew [Company A] was doing that. Like us, they need to get their rates up as well and now all the business managers are freaking out! I talked to [Company A Employee 1] yesterday. She was hoping we do not underbid her stuff and she won’t to us.”

26. Beacon did not follow up with Dedham concerning the In-District transportation contract, and the Company A subsidiary retained the contract.

27. The AGO alleges that Beacon’s acts and practices identified in Paragraphs 10–26 constitute an agreement not to compete in violation of G. L. c. 93, § 4, and are unfair or deceptive practices in violation of G. L. c. 93A, § 2, and that Beacon made false records, a false contract, and false claims for payment in violation of G. L. c. 12, §§ 5B (a) (8) and (2).

28. Beacon knew or should have known that these acts were unreasonable restraints of trade, unfair or deceptive practices, and false claims, in violation of G. L. c. 93, § 4; c. 93A, § 2; and c. 12, §§ 5B (a) (8) and (2).

IV. Assurances and Undertakings

A. Behavioral Relief

29. Injunctive Relief. Beacon shall not engage in (i) a violation of the federal or state antitrust laws, (ii) unfair or deceptive trade practices, (iii) any agreement with a competitor to allocate contracts, fix prices, rig bids, share competitively sensitive information related to student transportation contracts in Massachusetts, or otherwise interfere with the process of procurement of student transportation contracts. Beacon shall take reasonable steps to ensure that its principals, officers, directors, and employees, whenever acting on Beacon's behalf or in the scope of employment or agency for Beacon, comply with the terms of this Assurance. In the context of due diligence in connection with a contemplated merger or acquisition, the sharing of competitively sensitive information through clean teams, which do not include any Beacon employees with authority over or responsibilities related to the pricing or negotiation of student transportation contracts, will not constitute a violation of this Assurance.

30. Compliance Program. Beacon shall identify a Compliance Officer, who will be responsible for managing and enforcing Beacon's antitrust obligations, and shall provide to the Attorney General his or her name, business address, telephone number, and email address. Within forty-five days of any vacancy in the Compliance Officer position, Beacon shall appoint a replacement and shall identify to the Attorney General the Compliance Officer's name, business address, telephone number, and email address. The Compliance Officer will be responsible, until the expiration of this Assurance, for supervising Beacon's continued antitrust-

compliance efforts; along with Beacon's performance of the following in the Commonwealth of Massachusetts:

- a. Maintaining an antitrust compliance program for Beacon's Massachusetts employees and directors who have responsibility for or involvement in negotiating or bidding for any contract with a value higher than \$15,000 with the Commonwealth or any of its agencies or municipalities; the program will include training on the antitrust and consumer protection laws of the Commonwealth of Massachusetts and the United States, for at least one hour annually, consisting at least in part of a live presentation delivered by an attorney with relevant experience in the application and enforcement of United States and Massachusetts antitrust laws; all such training will be approved by an attorney with relevant experience in the application and enforcement of United States and Massachusetts antitrust laws. The program will also include annual auditing of at least five contract bids randomly selected from the top twenty contract bids (as measured by annual contract value), with such auditing conducted or overseen by the Compliance Officer. "Auditing" shall include, at a minimum, (i) review of the instant contract and bid documents, (ii) review of email and other communications related to the contract negotiations and decision to bid, and (iii) interviews with the individuals responsible for contract negotiations and the decision to bid.
- b. Within 60 days of the Effective Date of this agreement and on an annual basis thereafter for the duration of this Assurance, obtaining, and thereafter maintaining, from all of Beacon's Massachusetts employees who have

responsibility for or involvement in negotiating or bidding on any contract with a value higher than \$15,000 with the Commonwealth or any of its agencies or municipalities, a certification that each such person has received the required hour of annual antitrust training described in this Paragraph.

- c. Communicating semi-annually to all Massachusetts Beacon employees with a company email address, and annually to all Massachusetts Beacon employees without a company email address, that they may (and are expected to) disclose to the Compliance Officer, without reprisal, information concerning any potential violation of any antitrust laws, including any United States or Massachusetts antitrust laws.
- d. Within seven business days of discovering or receiving information concerning an actual or potential violation of this Assurance by Beacon in Massachusetts, (i) evaluating the credibility of the information, (ii) complying with Beacon's internal policies and procedures concerning such information and the terms of this Assurance; and (iii) for information deemed credible or when otherwise required by Beacon's internal policies and procedures, taking reasonable action to terminate or modify Beacon's conduct in Massachusetts to assure compliance with this Assurance. Within fourteen days of determining that any such information is credible, the Compliance Officer will provide to the Attorney General a written description of an actual or potential violation of this Assurance by Beacon in Massachusetts and the related corrective actions taken and/or being taken.

- e. Submitting a written report to the Attorney General on an annual basis, on or before each anniversary of the entry of this Assurance, setting forth how Beacon has complied and is complying with this Assurance.

31. Notice of Acquisitions. For a period of ten years after the Effective Date of this Assurance, Beacon agrees that it shall provide notice to the AGO, as set forth in Paragraph 39, of any proposed acquisition by Beacon of any ownership interest that (i) entails the right to appoint one or more voting members of the entity's board of directors or (ii) constitutes an ownership stake of greater than 25% in any entity that provides student transportation services in Massachusetts, with such notice provided at least 30 days prior to closing of any such transaction. For all other acquisitions of an interest in any entity that provides student transportation services in Massachusetts, Beacon shall provide notice to the AGO as set forth in Paragraph 39, with such notice provided within seven days of the closing of any such transaction. Beacon shall cooperate reasonably with the AGO in any investigation of such transaction and shall respond promptly to any reasonable requests for information or documents made by the Attorney General pursuant to such investigation.

32. Cooperation. For a period of five years after the Effective Date of this Assurance:

- a. Beacon shall cooperate fully with the AGO in the implementation of this Assurance and shall respond promptly to any reasonable requests for information or documents made by the Attorney General to ensure compliance with this Assurance.
- b. Beacon shall promptly notify the AGO if it learns of any violation or potential violation of this Assurance, as dictated in Paragraph 30(d). Beacon shall fully cooperate with the AGO with any associated investigation.

- c. Beacon shall promptly notify the AGO if it learns of any efforts by a competitor to enter into or enforce any agreement to allocate contracts, fix prices, rig bids, share competitively sensitive information related to student transportation contracts in Massachusetts, or otherwise interfere with the process of procurement of student transportation contracts. Beacon shall fully cooperate with the AGO in any associated investigation. In the context of due diligence in connection with a contemplated merger or acquisition, Beacon need not notify the AGO of the sharing of competitively sensitive information through clean teams, which do not include any Beacon employees with authority over or responsibilities related to the pricing or negotiation of student transportation contracts.

33. As used in Paragraph 32, Cooperation shall include, but is not limited to, (a) voluntarily, and promptly, producing, to the extent permitted by law or regulation, all information, documents, or other tangible evidence reasonably requested by the AGO; (b) promptly providing the AGO an oral proffer describing all facts that are known or subsequently learned by Beacon reasonably related to the AGO's investigation; (c) working, if requested by the AGO, to ensure that Beacon's current officers, directors, employees, or agents attend, on reasonable notice, any proceeding (including but not limited to meetings, interviews, hearings, depositions, grand jury proceedings, or trials) and answer completely, candidly, and truthfully any and all inquiries relating to the subject matter of the AGO's investigation.

B. Monetary Payment

34. On or before thirty days from the Effective Date of this Assurance, Beacon shall pay \$2,400,000.00 to the AGO by check or wire transfer payable to the "Commonwealth of Massachusetts," and shall be delivered to the AGO, as set forth in Paragraph 39.

35. At her sole discretion, the Attorney General may use or distribute the payment described in Paragraph 34 in any amount, allocation or apportionment and for any purpose permitted by law, including but not limited to: (a) payments to the Town of Dedham, City of Lynn, and Town of Saugus; (b) payments to the General Fund of the Commonwealth of Massachusetts; (c) to reimburse the Attorney General for investigation costs and attorneys' fees; (d) payments to the Local Consumer Aid Fund established pursuant to G.L. c. 12, § 11G; or (e) for programs or initiatives in furtherance of the protection of the people of the Commonwealth.

36. For avoidance of doubt, Beacon shall have no right to direct, nor any responsibility as to the use or application of funds by the Attorney General.

V. Release

37. Contingent on compliance with all the obligations set forth in Paragraphs 29–34, the AGO fully and finally releases Beacon, its past or present direct or indirect subsidiaries, agents, representatives, affiliates, parent corporation, owners, successors, employees, officers, directors and/or assigns from civil liability arising from the Covered Conduct occurring prior to the Effective Date. The Town of Dedham, City of Lynn, and Town of Saugus will release Beacon as provided in separate agreements.

38. Further, nothing in this Assurance shall be deemed to preclude the AGO's review of conduct that occurs after the Effective Date, or any claims that may be brought by the AGO to enforce Beacon's compliance with the Assurance.

VI. Notice

39. Any notice that is made or required under the terms of this Assurance shall be provided via electronic mail and first-class mail to the following addresses.

For the Commonwealth:

Massachusetts Attorney General's Office
Antitrust Division
ATTN: Antitrust Division Chief
One Ashburton Place, 20th Floor
Boston, MA 02108
Antitrust@mass.gov
Anthony.Mariano@mass.gov

For Beacon Mobility Corporation:

Beacon Mobility Corporation
c/o Andrew O'Connor
Ropes & Gray LLP
800 Boylston Street
Boston, MA 02199-3600
Andrew.OConnor@ropesgray.com

VII. General Provisions

40. This Assurance shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, and Superior Court for Suffolk County shall retain jurisdiction over this Assurance.

41. This Assurance shall be effective as of the Effective Date.

42. Unless otherwise stated, the term of this Assurance shall be five years from the Effective Date.

43. If the AGO believes Beacon is not in compliance with terms of the Assurance, prior to seeking judicial intervention, the AGO shall notify Beacon of its concerns. The AGO will provide ten days for Beacon to respond after such notification, and the AGO and Beacon shall meet and confer within two weeks of such notification.

44. This Assurance contains the complete agreement between the Parties. No promises, representations, or warranties other than those set forth in this Assurance have been made by either party. This Assurance supersedes all prior communications, discussions, or understandings, if any, of the Parties, whether written or oral.

45. The provisions of this Assurance are severable. If any provision herein is found to be legally insufficient, invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

46. This Assurance shall be binding on Beacon's successors, subsidiaries, transferees, assigns, and all other persons who have authority to control or who in fact control and direct Beacon's business in the Commonwealth of Massachusetts.

47. Beacon and the AGO participated in the drafting of this assurance.

48. Beacon waives all rights to appeal or to otherwise challenge or contest the validity of this Assurance.

49. Except as to the Notice provision, this Assurance may only be amended or supplemented by a written document signed by all parties or by court order.

50. This Assurance, as well as any amendments thereto, may be signed in multiple counterparts, each of which will be considered an original and all of which, when considered together, will constitute a whole.

51. Nothing in this Assurance shall relieve Beacon of any obligations to comply with all applicable federal and state laws, rules, and regulations.

52. This Assurance does not constitute an approval by the AGO of Beacon's acts or practices, and Beacon shall make no representation to the contrary.

53. Beacon shall not cause, encourage, or knowingly permit third parties acting as Beacon's agent, on Beacon's behalf or for its benefit, or otherwise under Beacon's control or direction, to engage in practices from which Beacon is prohibited by this Assurance.

54. Beacon and its signatories have consulted with counsel in connection with their decision to enter into this Assurance.

55. Signatories for Beacon represent and warrant that they have the full legal power, capacity, and authority to bind Beacon.

56. By signing below, Beacon agrees to comply with all the terms of this Assurance.

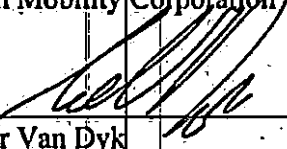
COMMONWEALTH OF MASSACHUSETTS
ANDREA JOY CAMPBELL, ATTORNEY GENERAL

By: 

Anthony W. Mariano, BBO #688559
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(781) 835-7990

Dated: 7/21/2026

Beacon Mobility Corporation

By: 

Cor Van Dyk
Chief Financial Officer
Beacon Mobility Corporation
70 Post Office Park, Suite 7010
Wilbraham, MA 01095

Dated: 7/23/2026