

COMMONWEALTH OF MASSACHUSETTS

In the Matter of:

EUROVIA ATLANTIC COAST, LLC d/b/a  
NORTHEAST PAVING;

LANE CONSTRUCTION CORPORATION; and

STANTEC CONSULTING SERVICES, INC.,

**SETTLEMENT AGREEMENT**

This Settlement Agreement (the “Agreement”) is entered into among the Commonwealth of Massachusetts (the “Commonwealth”), by and through the Office of Attorney General Andrea Joy Campbell (the “AGO”), on the one hand, and Companies Eurovia Atlantic Coast, LLC d/b/a Northeast Paving (“Northeast Paving”), The Lane Construction Corporation (“Lane”), and Stantec Consulting Services, Inc. (“Stantec”) (collectively, “Companies”), each through their authorized representatives, on the other hand. The foregoing parties are hereinafter collectively referred to as the “Parties.”

**WHEREAS**, Northeast Paving is the business name of a paving and construction company operated by Eurovia Atlantic Coast LLC. Northeast Paving has a usual place of business in Bangor, Maine and bids on public construction projects in the Northeastern United States, including in Massachusetts;

**WHEREAS**, Lane is a Connecticut corporation with a principal place of business in Charlotte, North Carolina;

**WHEREAS**, Stantec is a New York Corporation with a principal place of business in Denver, Colorado;

**WHEREAS**, the Massachusetts Department of Transportation (“MassDOT”) and the City of Westfield (“Westfield”) are political subdivisions within the meaning of G.L. c. 12, § 5A;

**WHEREAS**, this Agreement addresses the following “Covered Conduct”;

1. The Commonwealth investigated the facts and circumstances surrounding the engineering, design, construction and/or rehabilitation by the Companies of an airport runway rehabilitation project completed in 2014 at Westfield-Barnes Regional Airport in Westfield (the “Project”), pursuant to certain agreements and/or grants between and/or among the Commonwealth, including MassDOT, Westfield, and the Companies (the “Contracts”), and whether the Companies violated Massachusetts law, including the Massachusetts False Claims Act (G.L. c. 12, § 5B), in connection with the services contemplated by Contracts (the “Services”) and in obtaining funds from MassDOT and Westfield in connection with the Project. The investigated circumstances and conduct referenced in this and the following three paragraphs, the performance or non-performance of the Contracts, the Contracts themselves, the Services, and the Project contemplated by the Contracts, and all subsequent work or projects relating to the Project or Runway 2-20 at Westfield-Barnes Regional Airport (the “Airport”) until the date of this Agreement, are collectively referred to as the “Covered Conduct” in this Agreement;
2. The Commonwealth contends, *inter alia*, that Lane and Stantec made false representations, or caused false representations to be made, from 2013 to 2014 to improperly obtain funds from MassDOT and Westfield while providing the Services for the Project, and that Lane and Stantec violated the Massachusetts False Claims Act, G.L. c. 12, § 5B(a)(1) & (2);
3. The Commonwealth alleges that Lane and Stantec violated the Massachusetts False Claims Act, G.L. c. 12, § 5B(a)(1) by knowingly causing the presentment of multiple false claims and applications for payment that they knew, or should have known, contained false information for the purpose of obtaining payment of MassDOT and Westfield funds to which they were not entitled;
4. The Commonwealth alleges that Lane and Stantec violated the Massachusetts False Claims Act, G.L. c. 12, § 5B(a)(2) by knowingly making, using, or causing to be made or used false drawings and authorizations that they knew, or should have known, contained false information for the purpose of obtaining payment of MassDOT and Westfield funds to which they were not entitled;
5. The Commonwealth alleges that in 2018 Northeast Paving purchased certain assets from Lane, including the paving business that was responsible for the Westfield Barnes rehabilitation project. The Commonwealth further alleges that, by virtue of that asset purchase, Northeast Paving is liable as a successor party for the alleged conduct by Lane described above.

**WHEREAS**, the Parties enter into this Agreement to avoid the expense and uncertainty of litigation (the contentions of the Companies and Commonwealth concerning the Covered Conduct are referred to as the “Dispute”) and, in doing so, agree that nothing in this Agreement shall be construed or used for any purpose as an admission of liability, wrongdoing, culpability or unlawful conduct by the Companies, nor a concession by the Commonwealth that its claims are not well founded.

**NOW THEREFORE**, in consideration of the mutual promises and obligations of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to fully and finally settle all claims, allegations, and causes of action relating to the Covered Conduct pursuant to the terms and conditions below:

#### **MONETARY PAYMENT**

1. The Companies agree to pay the total sum of \$3,130,000 (Three Million, One Hundred Thirty Thousand Dollars) (“Settlement Amount”) to the Commonwealth, with each Company agreeing to pay one third (1/3) of the Settlement Amount (\$1,043,333.33). The Companies are not jointly and severally liable for the Settlement Amount, and each Party is only liable for its one-third (1/3) portion of the Settlement Amount.

2. No later than June 25, 2025, each Company shall pay its one-third (1/3) portion of the Settlement Amount by wire transfer to the AGO in accordance with wiring instructions provided by the AGO.

3. Any Company that fails to pay its one-third (1/3) portion of the Settlement Amount set forth in Paragraph 1 shall be in default of this Agreement (“Default”). Interest will accrue against any such Company at the rate of twelve percent (12%) per annum compounded daily from the date of Default on the remaining unpaid balance. Any such Company will reimburse the

Attorney General for all reasonable costs of collection and enforcement of this Agreement, including attorneys' fees and expenses.

4. The Settlement Amount comprises all damages and penalties due to the Commonwealth and its political subdivisions, as well as all of the AGO's attorney's fees and costs, attributable to the claims released herein.

#### **NON-MONETARY RELIEF & RELEASES**

5. In consideration of the execution of this Agreement, conditioned upon the full payment by the Companies of the Settlement Amount, the Commonwealth and its political subdivisions hereby fully, finally, irrevocably and unconditionally release the Companies, together with their current and former owners, officers, directors, agents, members, managers, employees and affiliates, and the successors and assigns of any of them, from all civil or administrative claims or causes of action, which were or could have been raised in any civil or administrative action or proceeding relating to the Covered Conduct, and from any claims, counterclaims, agreements, contracts, duties, damages, demands, costs, losses and expenses, (including attorneys' fees and litigation costs actually incurred) of any nature whatsoever, in law or in equity, whether statutory or common law, whether known or unknown, liquidated or contingent, at law or in equity, or otherwise, arising in any way from the Covered Conduct, the Commonwealth's investigation pertaining to the Covered Conduct, and/or this Agreement.

6. The release provided in Paragraph 5 is limited to civil and administrative liability arising from the Covered Conduct and does not extend to liability arising from any other conduct of the Companies.

7. The Companies, together with their current and former owners, officers, directors, agents, members, managers, employees and affiliates, and the successors and assigns of any of

them, hereby fully, finally, irrevocably and unconditionally release the Commonwealth and its political subdivisions from all civil or administrative claims or causes of action, which were or could have been raised in any civil or administrative action or proceeding relating to the Covered Conduct, and from any claims, counterclaims, agreements, contracts, duties, damages, demands, costs, losses and expenses (including attorneys' fees and litigation costs actually incurred) of any nature whatsoever, in law and equity, whether statutory or common law, whether known or unknown, liquidated or contingent, at law or in equity or otherwise, arising in any way from the Covered Conduct, the Commonwealth's investigation pertaining to the Covered Conduct, and/or this Agreement.

#### **ADDITIONAL TERMS**

8. Each Party represents and warrants, through the signatures below, that the terms and conditions of this Agreement are duly and fully approved, and that execution of this Agreement by the undersigned counsel, and any other signatories on behalf of the persons and entities appearing on their respective signature pages, is duly and fully authorized.

9. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

10. This Agreement is not intended for use by any third party in any other proceeding, nor shall it create any rights on the part of any third party.

11. This Agreement and all its terms shall be construed as if mutually drafted with no presumption of any type against any Party that may be found to have been the drafter.

12. This Agreement constitutes the complete agreement between and among the Parties concerning resolution of the Dispute and may not be amended except by an instrument in writing signed on behalf of all the Parties to this Agreement. No promises, representations, or warranties

other than those set forth in this Agreement have been made by any of the Parties. This Agreement supersedes all prior communications, discussions, or undertakings, if any, of the Parties, whether made orally or in writing.

13. Consent to this Agreement does not constitute an approval by the Commonwealth of any of the Companies' business acts and practices, and the Companies shall make no representations to the contrary.

14. The Companies acknowledge that they were represented by counsel with whom they have consulted concerning this Agreement.

15. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their respective successors and assigns.

16. Nothing contained herein shall be construed at any time in the future as an admission of liability on the part of any Party of any facts or allegations. The Parties agree this Agreement and its terms shall not be admissible in any court for any purpose, except to enforce this Agreement.

17. In the event that any one or more of the provisions contained in this Agreement, other than provisions concerning payment and release, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

18. All communications from any Party concerning the subject matter of this Agreement shall be addressed as follows:

The Commonwealth:

Ann S. Refolo  
Assistant Attorney General  
False Claims Division  
Office of the Attorney General  
10 Mechanic Street, Suite 301  
Worcester, MA 01608  
[ann.refolo@mass.gov](mailto:ann.refolo@mass.gov)

The Companies:

for Eurovia:  
Ty E. Howard  
Bradley Arant Boult Cummings LLP  
ONE 22 ONE  
1221 Broadway, Suite 2400  
Nashville, TN 37203  
[thoward@bradley.com](mailto:thoward@bradley.com)

for Lane:  
David Bondanza  
The Lane Construction Corporation  
90 Fieldstone Court  
Cheshire, CT 06410

[dbondanza@laneconstruct.com](mailto:dbondanza@laneconstruct.com) for Stantec:  
J. William Codinha  
Nixon Peabody LLP  
Exchange Place  
53 State Street  
Boston, MA 02109-2835  
[jcodinha@nixonpeabody.com](mailto:jcodinha@nixonpeabody.com)

19. All communications from any Party to another Party concerning this Agreement shall be sent by either: 1) United States mail with a return receipt requested or 2) overnight delivery service with a signature required, and addressed to the signatory counsel for each Party, unless such communications are sent by email and a reply is written without written objection to the electronic means of communication.

20. All headings, titles and subtitles contained in this Agreement are solely for the purpose of reference, are not part of this agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

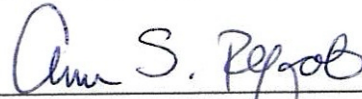
21. This Agreement is effective on the date of signature of the last signatory of the Agreement (the “Effective Date”). Scans and PDFs of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

22. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.



23. This Agreement shall be covered in all respects by the laws of the Commonwealth of Massachusetts.

COMMONWEALTH OF MASSACHUSETTS  
ANDREA JOY CAMPBELL  
ATTORNEY GENERAL



Ann S. Refolo (BBO #650342)  
Assistant Attorney General  
False Claims Division  
Office of the Attorney General  
10 Mechanic Street, Suite 301  
Worcester, MA 01608  
[ann.refolo@mass.gov](mailto:ann.refolo@mass.gov)

EUROVIA ATLANTIC COAST, LLC D/B/A NORTHEAST PAVING, LANE  
CONSTRUCTION CORPORATION, AND STANTEC CONSULTING SERVICES, INC.

EUROVIA ATLANTIC COAST, LLC D/B/A  
NORTHEAST PAVING

Date:

\_\_\_\_\_  
Name:  
Title:

LANE CONSTRUCTION CORPORATION

Date:

\_\_\_\_\_  
Name:  
Title:

STANTEC CONSULTING SERVICES, INC.

Date:


\_\_\_\_\_  
Name:  
Title:

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COMMONWEALTH OF MASSACHUSETTS  
ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

\_\_\_\_\_  
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Assistant Attorney General  
False Claims Division  
Office of the Attorney General  
10 Mechanic Street, Suite 301  
Worcester, MA 01608  
[ann.refolo@mass.gov](mailto:ann.refolo@mass.gov)

EUROVIA ATLANTIC COAST, LLC D/B/A NORTHEAST PAVING, LANE  
CONSTRUCTION CORPORATION, AND STANTEC CONSULTING SERVICES, INC.

Date: EUROVIA ATLANTIC COAST, LLC D/B/A  
NORTHEAST PAVING  
  
\_\_\_\_\_  
Name: P. Frederick O'Dea Jr.  
Title: vp/secretary

Date: LANE CONSTRUCTION CORPORATION

\_\_\_\_\_  
Name:  
Title:

Date: STANTEC CONSULTING SERVICES, INC.

\_\_\_\_\_  
Name:  
Title:

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Date: EUROVIA ATLANTIC COAST, LLC D/B/A  
NORTHEAST PAVING


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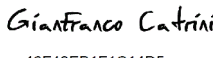
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Date: 6/20/2025

6/20/2025

LANE CONSTRUCTION CORPORATION

DocuSigned by:  
  
B809094786FA400...  
Name: Daniele Nebbia  
Title: chief operating officer

DocuSigned by:  
  
46F49EB1F1C14D5...  
Name: Gianfranco Catrini  
Title: ~~EMP~~icer

Date:

STANTEC CONSULTING SERVICES, INC.

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Name:  
Title:

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CONSTRUCTION CORPORATION, AND STANTEC CONSULTING SERVICES, INC.

Date: EUROVIA ATLANTIC COAST, LLC D/B/A  
NORTHEAST PAVING

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Name:  
Title:

Date: LANE CONSTRUCTION CORPORATION

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Name:  
Title:

Date: STANTEC CONSULTING SERVICES, INC.

Jeffrey P. Stone

Digitally signed by Jeffrey P.  
Stone  
Date: 2025.06.18 15:38:31 -04'00'

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Name: Jeffrey P. Stone  
Title: Senior Vice President & Associate General  
Counsel