SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DISTRICT OF COLUMBIA, Plaintiff, v. DC TRAILS, INC., and DC2NY, INC., Defendants.	Case No.: Judge:

CONSENT JUDGMENT AND ORDER

Plaintiff District of Columbia, by and through its Office of the Attorney General (the "District"), alleges that Defendant DC Trails, Inc. ("DC Trails") and Defendant DC2NY, Inc., ("DC2NY") (both, "Defendants") committed violations of the District's Air Pollution Control Law, D.C. Code § 8-101.01 et seq., its Idling Regulations, 20 D.C.M.R. § 900.1, and the Consumer Protection Procedures Act ("CPPA"). The Defendants do not admit any of the allegations made by the District. The District, DC Trails, and DC2NY stipulate to the entry of this Consent Judgment and Order ("Consent Order") to amicably resolve all matters in dispute in this action.

PARTIES AND JURISDICTION

1. The District, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented in this enforcement action by its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is specifically

authorized to enforce the Air Pollution Control Act and the CPPA. *See* D.C. Code §§ 8-101.05f(2), 28-3909.

2. DC Trails is a Virginia corporation with headquarters at 8025 Mims Street, Lorton, VA 22099. DC Trails owns and regularly operates passenger buses in interstate commerce throughout the country, including the District. Its services include bus charters for universities in the District, private charters, government charters, and tour services in the District that depart from and arrive in the District multiple times each day. Its fleet consists of 63 buses with passenger capacity ranging from 35 to 60.

3. DC2NY, Inc., is a District of Columbia corporation owned by DC Trails, doing business as BestBus at 2029 P Street Northwest, Washington D.C., 20036. DC2NY sells bus tickets to passengers that ride DC Trails' buses. DC2NY does not directly own buses.

4. This Court has subject matter jurisdiction over this civil action pursuant to D.C. Code §§ 8-101.05f(2), 28-3909, 29-105.12, and 11-921(a)(6). This Court has personal jurisdiction over DC Trails pursuant to D.C. Code § 13-423.

THE DISTRICT'S ALLEGATIONS

5. The District alleges that DC Trails violated the District's Air Pollution Control Act and its implementing "Anti-Idling Regulations," D.C. Code § 8-101.05, 20 DCMR § 900 (making it illegal for diesel-powered vehicles to idle their engines while parked, stopped, or standing for more than three minutes in temperatures above thirty-two degrees Fahrenheit). The District alleges that DC Trails idled its buses over three minutes in above-freezing weather, violating the Air Pollution Control Act and its Anti-Idling Regulations.

6. In particular based on statements provided by private citizens of the District, the District alleges that DC Trails illegally idled 17 times from March 4, 2021, to September 24, 2024.

The District further alleges that from October 9 to 18, 2024, a District investigator observed DC Trails illegally idling on at least 11 occasions. Finally, on January 30 and 31, 2025, the District alleges that a District investigator observed DC Trails illegally idling on three occasions.

7. From October 1, 2021, until March 31, 2025, the District also alleges that DC2NY lacked a current business license to do business in the District. In violation of the CPPA, DC2NY did not renew its registration and continued to conduct business in the District after October 1, 2021. During this time, DC2NY sold tickets to DC residents and DC Trails continued to provide bus services within the District, advertising itself as "the premier charter bus and tour company located in the Washington DC metropolitan area," using "professionally licensed operators."

DEFENDANTS' RESPONSE AND REPRESENTATIONS TO THE DISTRICT

8. No Admission of Liability. Defendants do not admit any liability to the District arising from the allegations in the Complaint or any of the facts and legal assertions alleged in this Consent Order.

9. DC Trails' Performance and Installation of Anti-Idling Measures. DC Trails represents to the District that, as of the date of this Consent Order, DC Trails has performed or installed the following measures to address idling in violation of the Anti-Idling Regulations:

a. Provided training on the District's Anti-Idling Regulations to all drivers either upon hire or during the company's annual safety training.

b. Required all drivers, as of February 2025, to sign and acknowledge the company's handbook and anti-idling policy.

c. Posted "no idling" signage on the inside of each bus.

d. Posted anti-idling signage at entrances and exits of the parking lots at DC Trails' offices and on the bulletin boards in the driver lounge area.

e. Notified drivers responsible for illegal idling violations that continued illegal idling violations may lead to termination.

f. Programmed the buses so the bus engines shut down after three minutes of idling on all 63 of its active buses when driven in the District.

10. Necessary Licenses Obtained. As of April 1, 2025, Defendants have obtained all necessary licenses, namely, DC2NY's business license in the District. DC Trails has maintained its Washington Metropolitan Area Transit Commission Certificate of Authority in good standing since 2004 to conduct its passenger bus business in the District.

INJUNCTION

11. Future Compliance. When operating buses within the District, Defendants shall abide by all District environmental and consumer laws, including the District's Air Pollution Control law, D.C. Code § 8-101.01 et seq., and its implementing Anti-Idling Regulations, 20 D.C.M.R. § 900.1, and the CPPA, D.C. Code § 28-3904.

12. Continuing Education Requirements. DC Trails shall perform an annual anti-idling driver refresher training for existing employees and also initial anti-idling training within 21 days of a new employee's hire date. Such training shall make the employee aware of the District's Anti-Idling Regulations, discuss the key measures in this Consent Order that DC Trails has put in place to prevent future idling in violation of the District's Anti-Idling Regulations, and best practices for employees to implement to avoid illegal or unnecessary idling ("Continuing Education").

a. Reporting Requirement for Continuing Education. On or within five days of the first anniversary of the Effective Date, DC Trails shall provide a report confirming to the District that DC Trails has performed training in compliance with this Paragraph. Such report shall include 1) the dates when all bus

operators participated in the annual training, and 2) a notarized form signed by DC Trails' president stating, under oath, that DC Trails performed training consistent with this Paragraph.

13. Programming of Idling Shutdown Parameters: DC Trails shall continue to use proprietary software, issued by the manufacturer of each bus, to program engine idling parameters for all buses used in the District. DC Trails shall continue to set the engine parameters on all buses to shutdown engines after three minutes of idling when operating in the District. Any bus that has faulty idling shutdown software (i.e., the engine fails to shut down after three minutes) shall not be used in the District until the idling shutdown parameters are properly working.

14. Testing Idling Shutdown Parameters: DC Trails shall test all buses every three months (quarterly) to ensure proper functioning of the idling shutdown parameters (i.e., engine shutdown after three minutes of idling).

a. Reporting Requirement for Testing Idling Shutdown Software: DC Trails shall provide the District quarterly reports certifying that the idling shutdown mechanism functions for all buses. Such quarterly reports shall include three columns: 1) each bus number as assigned by the company, 2) whether the bus's idling shutdown parameters shut the engine down after three minutes of idling, and 3) if the bus failed to properly shut down, how DC Trails remedied the issue prior to putting the bus back into commission for use in the District. DC Trails shall provide these quarterly reports for one year after the Effective Date, for a total of four quarterly reports. DC Trails will notify the District in the event that a bus is unable to have a quarterly test because it is traveling out of the region and will provide an approximate time for when the test will occur

15. Anti-Idling Signage: DC2NY, Inc. shall maintain anti-idling signage throughout its District workplace and DC Trails, Inc. shall maintain anti-idling signage on its buses within the District. DC Trails will also voluntarily continue to display anti-idling signage at its Virginia entrances and exits of parking lots and offices, and on bulletin boards in driver lounge areas.

PAYMENT

16. Payment to the District. For violations of District law alleged in this Consent Order, Defendants shall pay to the District a $34,000 civil penalty within five (5) business days of the Consent Order's Effective Date and make a second payment of $34,000 to the District ninety (90) days after the Effective Date. The District may use any portion of the funds that it receives for any lawful purposes, including, but not limited to, attorneys' fees, and other costs of investigation; placement of this payment in the District's litigation support fund; or for other uses permitted by District law, at the sole discretion of the Attorney General for the District of Columbia.

17. Payment to the Department of Energy and Environment ("DOEE"). For violations of District law alleged in this Consent Order, Defendants shall pay $8,500 to the DOEE Air Quality Construction Permits Fund within five (5) business days of the Consent Order's Effective Date and make a second payment of $8,500 to the DOEE Air Quality Construction Permits Fund ninety (90) days after the Effective Date.

18. Payment Instructions. The District shall provide instructions to Defendants for making payment by electronic funds transfer to the District and DOEE. On the day of each payment, Defendants shall send a notice of payment to the District that shall include receipt of the payments made in accordance with the District's and DOEE's instructions. If any of the payments required under this Paragraph is/are late, Defendants shall pay, in addition to any stipulated penalties owed,

an additional five percent (5%) per annum for interest accrued, from the payment due date until the date of payment.

19. Stipulated Penalties. If either Defendant fails to comply with the terms, conditions, or obligations of this Consent Order, the District shall include a detailed description of each alleged violation, including the date, time, location, bus involved, and pictures, if any, supporting the allegations. The Defendant shall either consent to paying any stipulated penalty or request a hearing before DC Superior Court in accordance with Civil Rule 12-1 to determine the merits of the alleged violation(s) of this Consent Order. Any daily penalties shall cease to accrue once either Defendant notifies the District that they dispute the alleged violation(s) and request a hearing, and daily penalties shall not accrue during the pendency of the judicial process to determine the merits of the alleged violation(s). If any stipulated penalty is consented to, that Defendant shall pay any stipulated penalty within fifteen (15) days after receipt of a written demand from the District to the Defendant(s). A violation of this Consent Order includes failing to perform any obligation required by the terms of this Consent Order. For failure to meet each obligation, the stipulated penalties as set forth in the following table:

Term or Condition	Non-Compliance Event	Stipulated Penalty
Par. 11	Failure to adhere to the Anti-Idling Regulations by DC Trails	$1000 Penalty for Idling Violations less than or equal to 5 minutes in excess of prohibition; $2500 Penalty for Idling Violations greater than 8 minutes in excess of prohibition
Par. 11	Failure of DC2NY to maintain proper District business licensing	$1,000 penalty for operating for up to 30 days without a license; $5000 penalty for 30+ days without a license.

Par. 12	Failure to timely satisfy any Continuing Education requirements by DC Trails	$1000 for each employee who drives a bus in the District who failed to receive Continuing Education.
Par. 12.a.	Failure to report annually on Continuing Education by DC Trails	$250/day for a late or unsubmitted report for up to 30 days past deadline; $2000/day for late or unsubmitted report for 30+ days past deadline.
Par. 14.a.	Failure to report on idling shutdown parameters	$250/day for a late or unsubmitted quarterly report for up to 30 days past deadline; $2000/day for late or unsubmitted quarterly report(s) for 30+ days past deadline.
Par. 15	Failure to maintain anti-idling signage on the bus when driving in the District	$250/day for failure to maintain anti-idling signage

The method of payment shall be in accordance with Paragraph 18. The District may, in its discretion, reduce or waive stipulated penalties otherwise due under the Consent Order.

20. Expiration of This Order and any Stipulated Penalties. This Order and any Stipulated Penalties provision in Paragraph 19 shall automatically expire and terminate on the first anniversary of the Effective Date. Said expiration does not impact any pending violations that occurred and/or penalties that accrued prior to the expiration.

21. Compliance Obligations. This Consent Order is not a permit, a modification of a permit, or authorization to operate any regulated business under any federal or District law or regulation. Defendants remain responsible for achieving and maintaining compliance with applicable federal and District laws, regulations, and permits. Nothing in this Consent Order shall be construed to preclude the District from enforcing new violations of any law. Defendants'

payment of any stipulated penalty shall not impact the District's ability to obtain civil penalties for future violations of any law.

GENERAL PROVISIONS

22. Modification. The Parties may apply to the Court to modify this Consent Order by agreement at any time. All non-material modifications, such as a change to the person or persons to receive notice under this Consent Order, may be made by written agreement of the Parties.

23. The Court's Jurisdiction. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order, for the purpose of resolving disputes under this Order, and for the purpose of granting such additional relief as may be necessary and appropriate.

24. Execution. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

25. Notice. All notices sent pursuant to this Consent Order shall be provided to the following e-mail address, unless a different address is specified in writing by the party changing such address:

To the District of Columbia

Shilpa Sadhasivam
Special Assistant Attorney General
Office of the Attorney General
400 Sixth Street, N.W.
Washington, D.C. 20001
shilpa.sadhasivam@dc.gov

Joanna Wasik
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To the Defendant - by both first-class mail and email

DC Trails, Inc.
William Torres, President
8025 Mims Street
Lorton, VA 22099
wtorres@dctrails.com

cc: Garth M. Wainman, Esq.
gwainman@thelandlawyers.com

Wendy Alexander, Esq.
walexander@thelandlawyers.com

26. Severability. If any clause, provision, or section of this Consent Order shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

27. Resolution and Release of Civil Claims. As of the Effective Date herein, the District represents that there are no pending or reported violations against the Defendants in the District of Columbia, except as specified in the Districts allegations in Paragraphs 5-7. Upon Defendants' full

payment of the civil penalty referred to in Paragraphs 16-18 the District agrees to resolve and release Defendants from all claims that the Attorney General asserted or could have asserted pursuant to the Air Pollution Control Act, its implementing Anti-Idling Regulations, and the Consumer Protection Procedures Act, based on the facts alleged in the District's allegations, ¶¶5-7.

28. Effective Date. The Effective Date of this Consent Order shall be the day upon which the Court enters the order.

For Plaintiff District of Columbia

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

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Date Judge