UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, and STATE OF NEW YORK, *Plaintiffs*, v. TWIN AMERICA, LLC, et al. *Defendants.*	Civil Action No. 12-cv-8989 (ALC) (GWG) ECF CASE

STIPULATION AND [PROPOSED] ORDER OF SETTLEMENT OF DISCOVERY ISSUES

WHEREAS, this Stipulation and Order of Settlement ("Stipulation") is entered into by and among Plaintiffs United States of America and State of New York (collectively, "Plaintiffs"), by their authorized representatives, and Defendants Coach USA, Inc. and International Bus Services, Inc. (collectively, the "Coach Defendants" and with Plaintiffs, the "Parties"), by their authorized representatives;

WHEREAS, on December 11, 2012, Plaintiffs filed the above-captioned action against the Coach Defendants, CitySights LLC, City Sights Twin, LLC, and Twin America, LLC, for violations of Section 7 of the Clayton Act, 15 U.S.C. § 18; Section 1 of the Sherman Act, 15 U.S.C. § 1; Section 340 of the Donnelly Act, N.Y. Gen. Bus. Law § 340; and Section 63(12) of the New York Executive Law, N.Y. Exec. Law§ 63(12);

WHEREAS, on April 28, 2014, the Court received an anonymous email from a non-party (the "Anonymous Email"), which, taken together with materials that Plaintiffs subsequently received from a non-party, raised questions about whether there was relevant information that

was not previously disclosed or produced during discovery by the Coach Defendants and whether document preservation obligations were met by the Coach Defendants;

WHEREAS, on May 30, 2014, the Court granted the Parties' joint motion to reopen discovery for the limited purpose of investigating the allegations in the Anonymous Email;

WHEREAS, the United States reasonably incurred significant costs and expenses during its investigation of the allegations in the Anonymous Email, including, but not limited to, the costs and expenses associated with the discovery described in the Parties' Joint Status Report dated June 30, 2014 (ECF No. 83) and the Parties' Joint Status Report dated September 26, 2014 (ECF No. 105);

WHEREAS, under these circumstances, and without admission of liability or wrongdoing and without this Stipulation and Order constituting any evidence against or any admission regarding any issue of fact or law, the Coach Defendants have agreed to reimburse the United States for the time, costs, and expenses incurred during its investigation of the allegations in the Anonymous Email;

NOW, THEREFORE, upon the Parties' agreement, IT IS HEREBY ORDERED THAT:

1. The Coach Defendants represent and agree that, upon the Court entering this Stipulation and Order and the Proposed Final Judgment, within fifteen (15) business days of receiving written payment instructions from the United States, they will pay $250,000 to the United States as reimbursement for attorney's fees, costs, and expenses that the United States incurred during its investigation of the allegations in the Anonymous Email;

2. In exchange for the reimbursement described in Paragraph 1 above, and contingent on the Court's entry of the Proposed Final Judgment, Plaintiffs agree to release the Coach Defendants and/or its corporate affiliates, officers, directors, employees, predecessors,

subsidiaries, heirs, executors, administrators, agents, attorneys, and assigns, from any and all civil monetary or civil non-monetary claims or causes of actions arising from or related to the discovery process in the above-captioned matter and/or the pre-complaint investigation, including, but not limited to any spoliation claims and claims that document preservation obligations were not met by the Coach Defendants. Nothing in this Stipulation and Proposed Order of Settlement of Discovery Issues affects the ability of Plaintiffs, including the Antitrust Division or any other component, office, or section within the U.S. Department of Justice, or the New York State Office of the Attorney General, to prosecute criminal charges of any kind against the Coach Defendants or any other entity or individual.

3. The Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue relating to this Stipulation is the United States District Court for the Southern District of New York. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party in any subsequent dispute.

4. This Stipulation comprises the entire agreement concerning the obligations of Plaintiffs and the Coach Defendants with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties.

5. Each Party waives all rights to appeal or to otherwise challenge or contest the validity of this Stipulation and Order.

6. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

7. This Court shall retain jurisdiction over this Stipulation and Order and over any action to interpret or enforce its terms.

8. The undersigned counsel represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and entities indicated below.

AGREED AND CONSENTED TO:

UNITED STATES OF AMERICA

By: _____

J. Richard Doidge
U.S. Department of Justice
Antitrust Division
450 Fifth Street, NW, Suite 8000
Washington, DC 20530
(202) 514-8944
dick.doidge@usdoj.gov

Date: March 16, 2015

STATE OF NEW YORK

By: _____

Eric J. Stock
Office of the Attorney General
Antitrust Bureau
120 Broadway, 26th Floor
New York, NY 10271-0332
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Date: 3-16-15

COACH USA, INC. AND INTERNATIONAL
BUS SERVICES, INC.

By: Thomas O. Barnett

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Tel: 202.662.5407
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Counsel for Coach USA, Inc. & International Bus Services, Inc.

Date: 3-16-15

SO ORDERED:

_____
UNITED STATES DISTRICT JUDGE

Date: _____