

# LAW OFFICES OF SHARON C. CHU, P.A.

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**SENT BY OVERNIGHT MAIL  
VIA FEDERAL EXPRESS**

December 12, 2008

Surface Transportation Board  
395 F Street, S.W.  
Washington, D.C. 20423-0001

ENTERED  
Office of Proceedings  
DEC 15 2008  
Part of  
Public Record



**RE: STB Docket No.: MC-F-21030**  
**Our Clients: S.J. Travel, Corp., Shih-Ying Cheng and Hung-Ying Kuei**  
**Subject: Comments and Opposition to Acquisition and Control of New Today Bus Corp. and New Today Bus, Inc. by Stagecoach Group PLC and Coach USA, INC. Pursuant to 49 CFR 1182.5 und 1182.8**

Dear Sir or Madam:

Please be advised that I represent S.J. Travel, Corp., Shih-Ying Cheng and Hung-Ying Kuei in opposing the proposed acquisition and control of New Today Bus Corp. and New Today Bus, Inc. by Stagecoach Group PLC and Coach USA, Inc. Accordingly, attached herein are the following documents:

1. Affidavit of Shih-Ying Cheng (1 Original & 10 Copies), with the following attachments:
  - Exhibit A: Counter-Complaint filed by Shih-Ying Cheng against New Today Bus Corp. in the matter of New Today Bus Corp. v S.J Travel Corp., Shih-Ying Cheng, and Hung-Ying Kuei (United States District Court for the District of Maryland, Greenbelt, Civil No. AW-08-CV-01991) (11 Copies);
  - Exhibit B: Counter-Complaint filed by S.J. Travel Corp. against New Today Bus Corp. in the matter of New Today Bus Corp. v S.J Travel Corp., Shih-Ying Cheng, and Hung-Ying Kuei (United States District Court for the District of Maryland, Greenbelt, Civil No. AW-08-CV-01991) (11 Copies);

**Surface Transportation Board**

**RE: STB Docket No.: MC-F-21030**

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**Page 2 of 2**

Exhibit C: Invoices, Credit Memos and Statements issued by S.J. Travel Corp to New Today Bus Corp. dated February 28, 2006, March 31, 2006, April 30, 2006, May 31, 2006, and September 19, 2007 (11 Copies);

Exhibit D: Letter Dated November 12, 2008, From Wells Fargo to Mr. Shih Ying Cheng, which Mr. Cheng just received during the week of December 1, 2008 (11 Copies); and

Exhibit E: First Amended Complaint (11 Copies).

2. Certificate of Service (1 Original & 10 Copies).

Please call me if you have any questions or comments regarding this matter.

Very truly yours,



Sharon C. Chu

Enclosures

- cc: 1. David H. Coburn, Esq. and Scott M. Mirelson, Esq.  
STEPTOE AND JOHNSON, LLP  
1330 Connecticut Avenue, N.W.  
Washington, D.C. 20036
2. Joel S. Aronson, Esq.  
Genevieve J. Quarfoot, Esq.  
LERCH, EARLY & BREWER, CHARTERED  
3 Bethesda Metro Center, Suite 460  
Bethesda, MD 20814

IN THE SURFACE TRANSPORTATION BOARD  
OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION



In re Stagecoach Group PLC and :  
Coach USA, Inc. et al.'s Acquisition and :  
Control of New Today Bus Corp. : STB Docket No.: MC-F-21030  
and New Today Bus, Inc. :

**AFFIDAVIT OF SHIH-YING CHENG**

I, SHIH-YING CHENG, declare as follows:

1. I am over the age of eighteen (18), and I reside at 11225 Greenbriar Preserve Lane, Potomac, Maryland 20854. I make this Affidavit to oppose the acquisition and control of New Today Bus Corp. and New Today Bus, Inc. by Stagecoach Group PLC and Coach USA, Inc.
2. At all relevant times herein, I am married to Hung-Ying Kuei, and my wife, Hung-Ying Kuei, and I are the sole shareholders of S.J. Travel, Corp. (hereinafter called "S.J. Travel"), which is a Maryland corporation.
3. Currently, S.J. Travel, my wife, and I are the defendants and counter-plaintiffs in the matter of New Today Bus Corp. v. S.J. Travel, Corp., Shih-Ying Cheng, and Hung-Ying Kuei, which is a matter pending in the United States District Court of Maryland

for the District of Maryland, Greenbelt Division, bearing the civil case number of AW-08-CV-01991 (hereinafter called the "Lawsuit").

4. In the Lawsuit, I have filed a counter-complaint against New Today Bus Corp. Attached herein as "Exhibit A" is a copy of my counter-complaint against New Today Bus Corp.

5. Specifically, as set forth in my attached counter-complaint against New Today Bus Corp., I am the co-founder and co-owner of the internet website known as www.Apexbus.com, which is the website used by New Today Bus Corp. to sell its bus tickets. In addition, at the time that I entered into the Investment Agreement on February 17, 2006 (hereinafter called the "Investment Agreement"), I was the sole shareholder of Lotus Tours, Inc., a Maryland Corporation, and in turn, Lotus Tours, Inc. owned seventeen (17) coach buses that transported passengers along major east coast cities in the United States. *Please see "Exhibit 1" of my counter-complaint against New Today Bus Corp. for a copy of the Investment Agreement.*

6. As described in my attached counter-complaint against New

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Today Bus Corp., I have claims totaling in excess of Six Million Dollars (\$6,000,000) against New Today Bus Corp.

7. In addition to my claims against New Today Bus Corp. as set forth in my attached counter-complaint, S.J. Travel, which is a Maryland corporation wholly owned by my wife and me, has claims totaling \$409,621.32 against new Today Bus Corp, which arises from New Today Bus Corp.'s failure to pay S.J. Travel for New Today Bus Corp.'s lease of five (5) motor coaches owned by S.J. Travel from February 18, 2006, through May 31, 2006. Attached herein as "Exhibit B" is a copy of the counter-complaint that S.J. Travel filed against New Today Bus Corp. in the Lawsuit. Attached herein as "Exhibit C" is a copy of the invoices, Credit Memos and Statements issued by S.J. Travel Corp to New Today Bus Corp. dated February 28, 2006, March 31, 2006, April 30, 2006, May 31, 2006, and September 19, 2007.
8. In addition to the damages suffered by S.J. Travel and me as set forth in our respective attached counter-complaints, I just received during the week of December 1, 2008, a letter dated November 12, 2008, from Wells Fargo to me, notifying me that

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I was liable to Wells Fargo in the sum of \$95,383.24. Attached herein as "Exhibit D" is a copy of the letter dated November 12, 2008, from Wells Fargo to me. This \$95,383.24 debt arose out of New Today Bus Corp.'s failure to pay Wells Fargo and its predecessor lienholder, G.E. Capital, for one of the seventeen (17) buses transferred by Lotus Tours, Inc. to New Today Bus Corp. pursuant to the Investment Agreement; said bus is designated as "Coach ID 2689" on Schedule A of the Investment Agreement. *Please see "Exhibit 1" of my counter-complaint against New Today Bus Corp. for a copy of the Investment Agreement.* As I was not aware of this \$95,383.24 debt at the time that I filed my counter-complaint against New Today Bus Corp. on or about September 12, 2008, I have amended my counter-complaint against New Today Bus Corp. and will seek leave of court to permit my filing of the amended counter-complaint against New Today Bus Corp. Attached herein as "Exhibit E" is a copy of the First Amended Complaint that I will file in the Lawsuit next week.

9. Thus far, neither S.J. Travel nor I have received any

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compensation from New Today Bus Corp., nor have we compromised or settled our claims against New Today Bus Corp.

10. **S.J. TRAVEL, MY WIFE, AND I HAVE REASON TO BELIEVE AND ARE CONCERNED THAT, IN THE EVENT THAT NEW TODAY BUS CORP. AND NEW TODAY BUS, INC. ARE SOLD TO STAGECOACH GROUP PLC AND COACH USA BEFORE A JUDGMENT IS RENDERED IN THE LAWSUIT AND BEFORE NEW TODAY BUS CORP. SATISFIES ALL JUDGMENTS RENDERED AGAINST IT IN THE LAWSUIT, THE CURRENT OFFICERS AND SHAREHOLDERS OF NEW TODAY BUS CORP. WILL DISSIPATE THE PROCEEDS THAT NEW TODAY BUS CORP. OBTAINS FROM THE SALE AND THUS S.J. TRAVEL AND I WILL NOT BE ABLE TO ENFORCE AND OBTAIN SATISFACTION OF ANY JUDGMENT THAT WE OBTAIN AGAINST NEW TODAY BUS CORP. IN THE LAWSUIT.**

11. Fundamental fairness and equity cry out for the Surface Transportation Board to suspend approval of the proposed sale of

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New Today Bus Corp. and New Today Bus, Inc., until judgment is rendered in the Lawsuit and New Today Bus Corp. satisfies all judgments rendered against it in the Lawsuit.

12. Alternatively, S.J. Travel, my wife, and I are agreeable to waiving all objections to the proposed sale of New Today Bus Corp. and New Today Bus, Inc., on the condition that Stagecoach Group PLC and Coach USA, Inc. set aside, in a separate interest-bearing escrow account, a portion of the proceeds from the sale in an amount that is mutually agreeable to New Today Bus Corp., New Today Bus, Inc., S.J. Travel, my wife, and me, and to release those funds only if one of the following conditions is met: (a) a settlement of the Lawsuit is reached by New Today Bus Corp., S.J. Travel, my wife, and me, and Stagecoach Group PLC and Coach USA releases the funds in the escrow account pursuant to the terms of the settlement agreement, (b) judgment is rendered against New Today Bus Corp. in favor of S.J. Travel and/or my wife and me, an order is issued by the United States District Court for the District of Maryland ordering Stagecoach Group PLC and Coach USA to release the funds in the escrow account to S.J.

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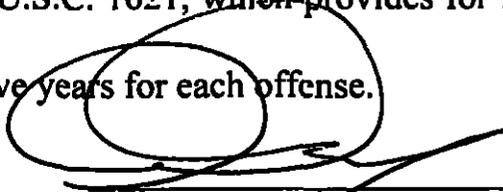
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Travel and/or my wife and me, or (c) judgment is rendered in favor of New Today Bus Corp. and all of S.J. Travel's, my wife's and my counterclaims against New Today Bus Corp. are dismissed, and no appeal has been taken by any of the parties to the Lawsuit.

I, SHIH-YING CHENG, verify under penalty of perjury, under the laws of the United States of America, that all information supplied in connection with the foregoing Affidavit is true and correct. Further, I certify that I am qualified and authorized to file this application or pleading. I know that willful misstatements or omissions of material facts constitute Federal criminal violations punishable under 18 U.S.C. 1001 by imprisonment up to five years and fines up to \$10,000 for each offense. Additionally, these misstatements are punishable as perjury under 18 U.S.C. 1621, which provides for fines up to \$2,000 or imprisonment up to five years for each offense.



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SHIH-YING CHENG

**AFFIDAVIT**

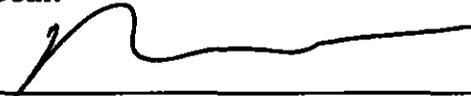
**STATE OF MARYLAND: COUNTY OF MONTGOMERY: TO WIT:**

I HEREBY CERTIFY, that on this 12<sup>th</sup> day of December, 2008, the above-named SHIH-YING CHENG, personally appeared before me and made

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oath in due form of law that the matters and facts set forth in the foregoing Affidavit of Shih-Ying Cheng are true and correct as therein stated and acknowledged that the said Affidavit is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 2/1/2011

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## **EXHIBIT A**

**Counter-Complaint filed by Shih-Ying Cheng against  
New Today Bus Corp. in the matter of New Today Bus  
Corp. v. S.J. Travel Corp., Shih-Ying Cheng, and Hung-  
Ying Kuei (United States District Court for the District of  
Maryland, Greenbelt, Civil No.: AW-08-CV-01991)  
(1 Copy)**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

NEW TODAY BUS CORP. :

Plaintiff/Counter-Defendant, :

v. :

Civil No.: AW-08-CV-01991

S.J. TRAVEL, CORP., and  
SHIH-YING CHENG  
HUNG-YING KUEI

Defendants/Counter-Plaintiffs.:

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COUNTER-COMPLAINT

Defendant and Counter-Plaintiff, SHIH-YING CHENG, by and through  
his attorney, Sharon C. Chu, Esq., respectfully represents unto Your Honor

The Parties

- 1 Plaintiff and Counter-Defendant, NEW TODAY BUS CORP  
(hereinafter called "NEW TODAY"), is a New York corporation  
and its principal place of business is in New York
- 2 Defendant and Counter-Plaintiff, S.J. TRAVEL, CORP., is a  
Maryland corporation and its principal place of business is in  
Rockville, Maryland
- 3 Defendant and Counter-Plaintiff, SHIH-YING CHENG, is a

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resident of Maryland, and he is married to Defendant. HUNG-YING KUEI, who is a resident of Maryland

**Subject Matter Jurisdiction**

- 4 This Court has subject matter jurisdiction over this Counter-Complaint pursuant to Section 1332 of Title 28 of the United States Code, because of complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000

**Facts Common to All Counts**

- 5 On or about 2004, Defendant and Counter-Plaintiff, SHIH-YING CHENG (hereinafter called "CHENG") and Mr. Xiao Hui Zou, who is a Maryland resident, designed and developed the website known as "www Apexbus com" Visitors to the "www Apexbus com" website are and were able to purchase tickets for transportation via bus between large cities along the East Coast of the United States

- 6 In addition to designing and developing the website known as "www Apexbus com," with Mr Xiao Hui Zou, CHENG also paid Eighteen Thousand Dollars (\$18,000) in 2004, for an internet search link that would lead searchers who typed the words

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“chinatown bus” to the web site at “www Apexbus com”

7 CHENG and Mr Xiao Hui Zou agreed in 2004. that they were  
equal owners of the “www Apexbus com” website

8 At the time that the “www Apexbus com” website was created by  
CHENG and Mr Xiao Hui Zou in 2004. CHENG was the principal  
shareholder of Defendant and Counter-Plaintiff, S J TRAVEL  
CORP (hereinafter called “S J TRAVEL”),and CHENG was the  
sole sharcholder of Lotus Tours. Inc . a Maryland corporation

9 At the time that the “www Apexbus com” website was created by  
CHENG and Mr Xiao Hui Zou in 2004. S J TRAVEL and Lotus  
Tours. Inc owned and operated various buses, and the two (2)  
corporations` main business consisted of transporting passengers  
via bus between large cities on the East Coast of the United States

10 From the time that the “www Apexbus com” website was created  
by CHENG and Mr. Xiao Hui Zou in 2004, through about  
February 17, 2006, S J TRAVEL. allocated various buses owned  
by Lotus Tours. Inc and S.J. TRAVEL. to transport passengers  
who purchased bus tickets from the “www Apexbus com” website

- 11 At all relevant times from the time that Mr Xiao Hui Zou and CHENG designed and created the "www Apexbus com" internet website in 2004, to the Present. Mr Xiao Hui Zou has been responsible for updating, managing, and maintaining said website
- 12 On or about February 17, 2006, CHENG entered into an Investment Agreement with Mr. Jia Yong Dong, Mr Wei Ming He, Ms Pao Hua Yu, Mr Xiu Qiao Zhang, and Mr Xiu Cheng Zheng (hereinafter called the "Investment Agreement") Attached herein as "Exhibit 1" is a copy of the aforementioned Investment Agreement
- 13 At the time that CHENG entered into the Investment Agreement on February 17, 2006, CHENG was the sole shareholder of Lotus Tours, Inc , a Maryland corporation, and in turn, Lotus Tours, Inc 's assets included eighteen (18) of the twenty-two (22) buses listed on Schedule A of the Investment Agreement
- 14 Prior to and contemporaneously with the Investment Agreement of February 17, 2006, CHENG and Mr Xiao Hui Zou, who were the equal co-owners of the "www Apexbus com" website, agreed to permit NEW TODAY to be one of the bus/coach providers for

customers who purchased tickets through the  
"www Apexbus com" website, and that bus tickets sold by the  
"www Apexbus com" website and serviced by NEW TODAY's  
buses would become income and assets of NEW TODAY

15 In exchange for Mr Xiao Hui Zou's updating, managing, and  
maintainmg the "www Apexbus com" website, NEW TODAY and  
Mr Xiao Hui Zou agreed that Mr Xiao Hui Zou or Mr Zou's  
company, Zebra International, Inc . would receive a fee equal to  
thirteen percent (13%) of the gross sales of all bus tickets sold  
through the "www Apexbus com" website and serviced by NEW  
TODAY

16 From about February 17, 2006, to the present, NEW TODAY's  
principal business consists of transporting passengers by bus  
between large cities along the East Coast of the United States, and  
NEW TODAY's main source of revenues is derived from bus  
tickets sold through the "www Apexbus com" website

17 Prior to and contemporaneously with the execution of the  
Investment Agreement on February 17, 2006, NEW TODAY and  
CHENG entered into a verbal agreement (a) that CHENG would

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work full-time at NEW TODAY's garage at 198 Randolph Street, Brooklyn, New York, as the bus operations manager for NEW TODAY. (b) that CHENG's job duties included (i) applying for and maintaining all Department of Transportation licenses/permits/certificates. (ii) supervising the inspections and maintenance of all buses. (iii) resolving problems when buses broke down, (iv) ordering parts for buses, (v) renewing license tags for buses, (vi) hiring and firing in-house mechanics, and (vii) being on-call twenty-four (24) hours per day seven (7) days a week to resolve bus emergencies, and (c) that, in exchange for CHENG's working full-time as the bus operations manager for NEW TODAY, NEW TODAY would pay CHENG a salary of Three Thousand Dollars (\$3,000) per month and would reimburse CHENG for the cost of renting an apartment in New York City

18 From about February 18, 2006, through May 31, 2006, CHENG worked full-time at NEW TODAY's garage in New York City as NEW TODAY's bus operations manager, and he paid about Nineteen Hundred Dollars (\$1,900) per month during that time as rent for a one (1) bedroom apartment in New York City

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19 To date, NEW TODAY has not paid any salary to CHENG for work rendered by CHENG to NEW TODAY from February 18, 2006, to May 31, 2006, and has not reimbursed CHENG for the expenses that he incurred in renting an apartment in New York City during his employment at NEW TODAY

20 On or about the latter part of May 2006, CHENG informed NEW TODAY that he would stop working for NEW TODAY as of May 31, 2006, because he had not received any salary from NEW TODAY and he had not been reimbursed by NEW TODAY for the expenses that he incurred in renting an apartment in New York City

21 On or about July 2006, CHENG returned his stock certificate representing his ownership of NEW TODAY's shares to NEW TODAY. In exchange for CHENG's surrender of his ownership interest in NEW TODAY, NEW TODAY agreed that buses owned by S J TRAVEL or CHENG be bus/coach providers for customers who purchased tickets through the "www Apexbus com" website and that said buses owned by S J TRAVEL or CHENG could

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transport passengers between New York and Washington, D C .  
except Chinatown, New York

22 At the time of CHENG's surrender of his NEW TODAY stock certificate to NLW TODAY in July 2006, CHENG, NLW TODAY, and Mr Xiao Hui Zou agreed that, in exchange for CHENG's continuing consent to permit NEW TODAY to be one of the bus/coach providers for customers who purchased tickets through the "www.Apexbus.com" website, CHENG would receive royalties equal to three percent (3%) of the gross sales of all bus tickets purchased through the "www Apexbus.com" website

23 At all relevant times prior to about August 2007, visitors to the "www Apexbus.com" website were able to purchase tickets serviced by buses owned by S J TRAVEL. Specifically, at all relevant times prior to about August 2007, the "www Apexbus.com" listed the address of "510 H Street" in Washington, D C as one of the places where customers could get onto or off buses, and said address was a bus stop operated and controlled by S J TRAVEL

24 On or about August 2007, CHENG noticed that S J TRAVEL's

business dropped dramatically, and discovered that the "www Apexbus com" website no longer listed the address of "510 H Street" in Washington, D C as one of the places where customers could get onto or off the bus. Rather, for all buses that used to arrive at or leave from the "510 H Street" location, the "www Apexbus com" website now listed the drop off and pick up point as "610 I Street" in Washington, D C . which was and is a bus stop controlled and operated by NEW TODAY

25 On or about August 2007, CHENG contacted Mr. Xiao Hui Zou and demanded that Mr. Zou edit the "www Apexbus com" website to restore the "510 H Street" location as a pick-up and drop-off point for customers.

26 Mr. Xiao Hui Zou informed CHENG on or about August 2007, that he had been pressured and instructed by NEW TODAY to delete the "510 H Street" location as a pick-up and drop-off point on the "www Apexbus com" website. Mr. Zou then told CHENG that he would not edit the "www Apexbus.com" website to restore the "510 H Street" location as a pick-up and drop-off point for customers, unless NEW TODAY expressly authorized him to do

so

27 S J TRAVEL stopped its business of transporting passengers between large cities along the East Coast of the United States on or about August 2007, because its business dramatically declined as it no longer derived any revenues from the "www Apexbus com" website

28 From about August 2006, through about October 2007, Mr Xiao Hui Zou periodically remitted statements to CHENG regarding the gross sales of all bus tickets sold through the "www Apexbus com" website, and paid royalties to CHENG equal to three percent (3%) of the gross sales of those ticket sales for that period of time. Those royalties were paid by checks issued from the account of Zebra International, Inc or were paid by direct transfers from the account of Zebra International, Inc which is a company owned by Mr Xiao Hui Zou

29 From November 1, 2007, to the present, Mr Xiao Hui Zou and NEW TODAY have not paid CHENG any royalties for tickets sold through the "www Apexbus com" website

30 In late 2007, CHENG contacted Mr Xiao Hui Zou and asked Mr

Zou why he (CHENG) was no longer receiving any royalties for tickets sold through the "www Apexbus com" website

31 Mr Xiao Hu Zou informed CHENG in late 2007, that he had been instructed by NEW TODAY to cease remitting any royalties to CHENG for tickets sold through the "www Apexbus com" website

## COUNT I

### **BREACH OF CONTRACT** **(for Breach of Employment Contract of February 2006)**

32 Defendant and Counter-Plaintiff, CHENG, incorporates by reference the allegations in Paragraphs 1 through 31, inclusive, as though fully set forth herein

33 On or about February 17, 2006, CHENG and NEW TODAY entered into an oral agreement, whereby CHENG agreed to work full-time as the bus operations manager for NEW TODAY at NEW TODAY's garage at 198 Randolph Street, Brooklyn, New York, in exchange for NEW TODAY's payment of wages in the amount of Three Thousand Dollars (\$3,000) per month to CHENG and NEW TODAY's reimbursement to CHENG for the cost of renting

an apartment in New York City

34 From February 18, 2006, through May 31, 2006, CHENG worked full-time as the bus operations manager for NEW TODAY at NEW TODAY's garage in 198 Randolph Street, Brooklyn, New York, and was on call twenty-four (24) hours per day seven (7) days a week to respond to emergencies regarding NEW TODAY's buses during that time

35 From February 18, 2006, through May 31, 2006, CHENG paid a total of Seven Thousand and Six Hundred Dollars (\$7,600) as rent for a one (1)-bedroom apartment that he leased in New York City

36 On or about May 31, 2006, and at all times thereafter, NEW TODAY refused to pay, and did not pay, the wages of \$10.050 due under the terms of the aforementioned contract and did not pay reimburse CHENG any of the \$7,600 incurred by CHENG as rent for an apartment in New York, and thus NLW TODAY materially breached its aforementioned contract with CHENG

37 CHENG has incurred damages of Seventeen Thousand Six Hundred and Fifty Dollars (\$17,650) as a result of NEW TODAY's material breach of the aforementioned contract

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WHILREFORE. Defendant and Counter-Plaintiff, SHIH-YING CHENG .  
prays for judgment against Plaintiff and Counter-Defendant. NEW TODAY. in  
the amount of Seventeen Thousand Six Hundred and Fifty Dollars (\$17,650).  
plus interest and costs. and any other and further relief as this Court considers  
proper

## COUNT II

### **BREACH OF CONTRACT** **(for Breach of July 2006, Contract)**

38 Defendant and Counter-Plaintiff. CHENG, incorporates by  
reference the allegations in Paragraphs 1 through 37, inclusive. as  
though fully set forth herein

39 On or about July 2006. CHENG and NEW TODAY entered into  
an agreement. whereby CHENG returned his NEW TODAY stock  
certificate to NEW TODAY, in exchange for NEW TODAY's  
agreement (a) that buses owned by S J TRAVEL or CHENG  
would be bus/coach providers for customers who purchased tickets  
through the "www Apexbus com" website. (b) that said buses  
owned by S J TRAVEL. or CHENG could transport passengers  
between New York and Washington. D C . except Chinatown,

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New York

40 On or about the time that CHENG surrendered his NEW TODAY's stock certificate to NEW TODAY, CHENG, NEW TODAY, and Mr Xiao Hui Zou agreed that, in exchange for CHENG's continuing consent to permit NEW TODAY to be one of the bus/coach providers for customers who purchased tickets through the "www Apexbus com" website, CHENG would receive royalties equal to three percent (3%) of the gross sales of all bus tickets purchased through the "www Apexbus com" website

41 On or about August 2007, NEW TODAY breached the agreement described in Paragraph 39 above, when it instructed Mr Xiao Hui Zou to delete the "510 H Street" location as a pick-up and drop-off point on the "www Apexbus com" website, and thus materially breached its agreement to permit buses owned by S J TRAVELL or CHENG to be bus/coach providers for customers who purchased tickets through the "www Apexbus com" website

42 As a result of NEW TODAY's breach of the agreement described in Paragraph 39 above, CHENG has suffered substantial damages which shall be proven at trial, because his company, S J TRAVEL..

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was forced to shut down its business of transporting passengers between New York and Washington, D C

43 On or about October 2007, NEW TODAY breached the agreement described in Paragraph 40 above, when it instructed Mr Xiao Hui Zou to stop remitting royalty payments equal to three (3) percent of all gross sales generated by the "www Apexbus com" website to CHENG

44. Prior to NEW TODAY's breach of the agreement described in Paragraph 40 above, CHENG had received royalties averaging approximately Ten Thousand Dollars (\$10,000) per month from the "www Apexbus com" website from about August 2006, through October 2007

45 As a result of NEW TODAY's breach of the agreement described in Paragraph 40 above, CHENG has suffered substantial damages which shall be proven at trial.

WHEREFORE, Defendant and Counter-Plaintiff, SHIH-YING CHENG, prays for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of Six Million Dollars (\$6,000,000), plus interest and costs, and any other and further relief as this Court considers proper

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Suite #200  
Rockville, MD 20850  
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301-838-7469  
FAX 301-838-8988

**COUNT III**

**ACCOUNTING**

46 Defendant and Counter-Plaintiff, CHENG, incorporates by  
reference the allegations in Paragraphs 1 through 45, inclusive,  
as though fully set forth herein

47 Pursuant to the terms of the agreement described in Paragraph  
40 above, NEW TODAY was obligated to pay CHENG  
royalties equal to three percent (3%) of all gross sales obtained  
by NEW TODAY through the "www Apexbus com" website

48 NEW TODAY owed a legal duty to CHENG, pursuant to the  
terms of the agreement described in Paragraph 40 above, to  
account for all gross sales that it obtains from the  
"www Apexbus com" website.

49 From about November 1, 2007, to the Present, neither NEW  
TODAY nor Mr Xiao Hui Zou nor anyone else has paid any  
royalties to CHENG, and no one has rendered any accounting to  
CHENG of the sales that NEW TODAY derives from the  
"www Apexbus com" website

WHEREFORE, Defendant and Counter-Plaintiff, SHIH-YING

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*Suite 4283*

*Rockville MD 20850*

*301-838-8962*

*301-838-8969*

*FAX 301 838 8998*

CHENG . requests that (a) NEW TODAY be ordered by a decree of this Court to fully and completely account for all sums that NEW TODAY received from transactions from the "www Apexbus com" website. (b) CHENG be granted judgment against NEW TODAY in the sum of royalties found to be due to CHENG after such accounting, with interests and costs, and (c) Plaintiff be granted such other and further relief as may be just and proper

**COUNT IV  
(UNJUST ENRICHMENT)**

50 Defendant and Counter-Plaintiff, CHENG, incorporates by reference the allegations in Paragraphs 1 through 49, inclusive, as though fully set forth herein

51 From February 18, 2006, through May 31, 2006, CHENG worked full-time as the bus operations manager at NEW TODAY's garage in New York, and was on call twenty-four (24) hours per day seven (7) days a week during that time

52 CHENG provided his full-time work as the bus operations manager of NEW TODAY from February 18, 2006, through May 31, 2006, pursuant to NEW TODAY's consent and

request

53 CHENG's hard work as the full-time bus operations manager of  
NEW TODAY from February 18, 2006, through May 31, 2006.

provided a benefit upon NEW TODAY of at least \$17,650

54 NEW TODAY was aware of, and had knowledge of, the  
benefits conferred upon it by CHENG's full-time work during  
this period of time (i.e. from February 18, 2006, through May  
31, 2006)

55 NEW TODAY's acceptance and use of CHENG's full-time  
services as the bus operations manager of NEW TODAY from  
February 18, 2006, through May 31, 2006, and refusal to pay  
for any of the benefits from CHENG's services, make it  
inequitable for NEW TODAY to retain these benefits without  
payment for their value

56 From November 1, 2007, through the present, NEW TODAY  
used the "www Apexbus com" website to sell bus tickets, and  
received millions of dollars of income from bus tickets sold  
through the "www Apexbus com" website

57 NEW TODAY was aware of, and had knowledge of, the fact

that CHENG was the equal co-owner of the  
"www Apexbus com" website, and that CHENG was entitled to  
royalties equal to three percent (3%) of the gross sales derived  
from NEW TODAY from said website.

58 NEW TODAY's acceptance and use of the  
"www Apexbus com" website and retention of millions of  
dollars of income derived from bus tickets sold through said  
website, and refusal to pay any royalties to CHENG, make it  
inequitable for NEW TODAY to retain those benefits without  
payment for their value

WHEREFORE, Defendant and Counter-Plaintiff, SHIH-YING  
CHENG, prays for judgment against Plaintiff and Counter-Defendant, NEW  
TODAY, in the amount of Five Hundred Thousand Dollars (\$500,000), plus  
interest and costs, and any other and further relief as this Court considers  
proper

**COUNT V**  
**(FRAUD)**

59 Defendant and Counter-Plaintiff, CHENG, incorporates by  
reference the allegations in Paragraphs 1 through 58, inclusive, as

though fully set forth herein.

60 On or about February 2006, Mr Xiu Qiao Zhang, acting as the President and authorized agent of NEW TODAY, represented to CHENG that NEW TODAY would pay CHENG wages in the amount of Three Thousand Dollars (\$3,000) per month to CHENG and that NEW TODAY would reimburse CHENG for the cost of renting an apartment in New York City

61 Mr Xiu Qiao Zhang knew that his representation on behalf of NEW TODAY to pay CHENG wages in the amount of Three Thousand Dollars (\$3,000) per month and to reimburse CHENG for the cost of renting an apartment in New York City was false when he made it Mr Zhang asserted that representation with actual malice and with the intention of inducing CHENG to work full-time as the bus operations manager of NEW TODAY and to rent an apartment in New York during his (CHENG's) employment at NEW TODAY's garage in New York and to defraud CHENG.

62 CHENG would not have worked full-time as the bus operations manager of NEW TODAY at NEW TODAY's garage in New York, from February 18, 2006, through May 31, 2006, and he

would not have rented an apartment in New York during that time. had he known that NEW TODAY's representation of paying him \$3,000 per month in wages and of reimbursing him for his apartment rental expenses was false

63 Mr Zhang acting for NEW TODAY knew that his representation that NLW TODAY would pay CHIENG \$3,000 per month in wages and would reimburse CHIENG for his apartment rental expenses was material. because he knew that CHENG would not have worked at NLW TODAY and CHIENG would not have rented the apartment in New York if CHIENG had known that Mr Zhang's representation was false

64 CHENG actually relied upon the representation of NEW TODAY as described in Paragraph 60 above and was justified in his reliance, because the total amount of wages and apartment expenses charged by CHENG for his services was at or below the then prevailing market salary charged in the bus/motor coach industry for full-time bus operations managers. and CHENG did not know or have any reason to know that Mr Zhang/NLW TODAY was lying about paying CHIENG's salary and about

reimbursing CHENG for CHENG's apartment rental expenses

65 As a result of NEW TODAY's fraudulent representation as set forth in Paragraphs 60 through 64 of this Counter-Complaint, CHENG has suffered damages of Seventeen Thousand Six Hundred and Fifty Dollars (\$17,650)

WHEREFORE, Defendant and Counter-Plaintiff, SHIH-YING CHENG, prays for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of Seventeen Thousand Six Hundred and Fifty Dollars (\$17,650), plus punitive damages in the amount of reasonable's attorney's fees and costs incurred by CHENG, plus interest and costs, and any other and further relief as this Court considers proper

SHIH-YING CHENG, Defendant and Counter-Plaintiff

By /s/ Sharon C. Chu   
Sharon C. Chu (Md Fed Bar#11605)  
LAW OFFICES OF SHARON C. CHU  
100 Park Avenue, Suite #288  
Rockville, MD 20850  
(O) 301-838-8988  
(Fax) 301-838-8998

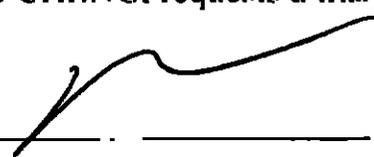
Attorney for Defendants

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100 Park Avenue  
Suite #288  
Rockville, MD 20850  
301-838-8988  
301-838-8998  
FAX 301-838-8998

**JURY DEMAND**

Defendant and Counter-Plaintiff, SHIH-YING CHENG, requests a trial  
by jury

/s/ Sharon C Chu  
Sharon C Chu



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Suite #288  
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301-838-8989  
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**EXHIBIT 1**

**Investment Agreement of February 17, 2006**

## INVESTMENT AGREEMENT

AGREEMENT made February 17, 2006 between SHIH-YING CHENG, JIA YONG DONG, AND WEI MING HE collectively referred to as "Party of the First Part", and PAO HUAYU, XIU QIAO ZHANG, and XIU CHENG ZHENG, collectively referred to as "Party of the Second Part"

### RECITALS

WHEREAS, Party of the Second Part desires to invest into NEW TODAY BUS CORP. (the "corporation") is the owner of the following properties:

- (i) Today's Bus Inc. a duly formed corporation under the laws of the State of Georgia, its principal office address is 5150 Buford Highway, #220A, Doraville, GA 30340,
- (ii) Lotus Tours, Inc. a duly formed corporation under the laws of the State of Maryland, its principal office address is 2103 Hounds Run Place, Silver Spring, MD 20906,
- (iii) leasehold interest in the Unit #101, 649 Newtown Road, Virginia Beach, VA 23462,
- (iv) leasehold interest in the storefront at 106 W. Broad Street Richmond, VA 23220,
- (v) leasehold interest in the 121 N 11<sup>th</sup> Street, Philadelphia, PA 19107,
- (vi) leasehold interest in the Building D & E, 198 Randolph Avenue, Brooklyn, NY 11237,
- (vii) 22 buses see attached Schedule A
- (viii) Any and all other properties and leasehold interest owned by Today's Bus Inc. and Lotus Tours, Inc. not mentioned above

WHEREAS, Party of First Part and Party of Second Part desire to enter into a joint venture and shall own all of the outstanding and issued shares of NEW TODAY BUS CORP.

It is therefore agreed as follows

1 **Shares.** The Party of the First Part represent that the two corporations (i) & (ii) have not issued any common shares of said corporations.

2 **Party of First Part's representations, warranties, and covenants.** In order to induce Party of Second Part to enter into this agreement Party of First Part warrants and represents to Party of Second Part as follows:

2.1 **Valid corporations (i) & (ii).** The corporations (i) & (ii) is a business corporations duly organized and validly existing under the laws of the State of Georgia and Maryland respectively, it has no subsidiaries, it is authorized to own and operate transportation business and since its incorporations, it has exercised and continues to exercise its functions as a business corporations under the laws of the State of Georgia and Maryland respectively

2.2 **Good Standing.** The corporations (i) & (ii) are in good standing, there is no action or proceeding pending to dissolve the corporations (i) & (ii), or to declare any or all of its corporate rights, powers, franchises, or privileges to be null and void

2.3 **Solvency.** The corporations (i) & (ii) are not insolvent, it is not in the hands of a receiver nor is any application for receivership pending, it is a going business and has never suspended its operations, it does not contemplate insolvency, no proceedings are pending by or against it in bankruptcy or reorganization in any state or federal court, nor has it filed any petition in bankruptcy

2.4 **Certificate of incorporations (i) & (ii).** The corporations (i) & (ii) s certificate of incorporations has never been amended nor proceeding has been instituted or authorized for the purpose of any such amendment

2.5 **Shares.** Party of First Part are the only shareholders of corporation (i) and (ii) and no shares of said corporations have been issued

2.6 **Authority.** Party of First Part has full power and right to enter into this agreement; no other person has any right in or to such shares or any part thereof or the certificate or certificates representing the same such shares have not been pledged or hypothecated nor has a security interest been created in them

2.7 **Title exceptions.** The corporations (i) & (ii) are in good standing

2.8 **Contracts.** The corporations (i) & (ii), at the time of signing this agreement, will not have any commitments, agreements, or contracts outstanding

2.9. **Litigation.** Any judgment, suit, proceeding, or litigation is pending, against or relating to the corporations (i) & (ii) or its property or business prior to February 20, 2006, shall be the sole responsibility of Party of First Part and Party of First Part agrees to indemnify Party of Second Part for any loss and damages incurred therefrom

2.10 **Mortgage and taxes.** The corporations (i) & (ii) will have no unpaid bills or creditors of any kind or nature at the closing date except the installment payments on auto loans as stated in Schedule A, however, Party of First Part shall be liable and responsible for any payments due prior to February 20, 2006

2.11 **Tax returns.** All required tax reports and returns have been duly filed All payments reported on such reports and returns as due have been paid in full Party of First Part agrees to be liable for any valid income tax deficiencies asserted against the corporations (i) & (ii) by any tax authorities for periods prior to February 20, 2006

2.12 **Survival.** All of the above warranties and representations shall be true at the time of signing this agreement and shall survive the date of this agreement

3 **Investment Amount.** Party of Second Part shall invest into the New Today Bus Corp the sum of Three Hundred Thousand (\$300,000.00) Dollars for 50% of the stocks of New Today Bus Corp

4. The certificate and filing receipt of New Today Bus Corp is hereby attached

5 **Physical condition of property.** Party of Second Part represents that it has inspected all of the corporate books, financial statements, and any other relevant documents in connection with the properties mentioned above in (i) thru (iii). Party of Second Part also agrees that it will accept the above-mentioned properties in its present condition

6 **Survival of warranties and indemnity.** All warranties, representations, covenants, and agreements made by Party of First Part in this agreement or pursuant thereto shall be deemed continuing warranties, representations, covenants, and agreements, which shall survive the closing and the execution of this agreement

7 **Title to shares.** Party of First Part warrants their title in and to the common shares of the corporations (i) & (ii) and will forever indemnify and hold harmless Party of Second Part, their successors and assigns, against all claims and demands that may be made to, under, or against any of such common shares, or against any lien or attachment upon such common shares by any creditor of Party of First Part or any other person claiming to hold any interest therein by or through Party of First Part prior to February 20, 2006

8 i **Indemnification.** Party of First Part will indemnify and hold harmless

Party of Second Part, against and in respect of any claims for the following items

(1) Any tax or assessment imposed upon the corporations (i) & (ii) resulting from a final determination by the tax authorities that the corporations (i) & (ii) has realized gross income rents, interest, dividends, or gains on the sale of any of its assets prior to February 20, 2006.

(2) All liabilities of the corporations (i) & (ii) of any nature, whether accrued, absolute contingent or otherwise, existing prior to February 20, 2006, to the extent not reflected or reserved against in full in the corporations (i) & (ii)'s balance sheet as of that date, except for any amount that is hereafter assessed against the corporations (i) & (ii) by Maryland State or Georgia State or the U S government for state franchise or federal income taxes

(3) All liabilities of or claims against the corporations (i) & (ii) arising out of the conduct of its business prior to February 20, 2006

(4) All liabilities of or claims against the corporations (i) & (ii) arising out of any presently existing contract or commitment not specifically set forth in this agreement, or made or entered into by the corporations (i) & (ii) prior to February 20, 2006

(5) All liability, damage, cost, deficiency, or expense resulting from any misrepresentation, material omission, breach of warranty, or non fulfillment of any covenant or agreement by Party of First Part under or relating to this agreement.

(6) All actions, suits proceedings demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing

8.2 **Reimbursement.** Party of First Part will reimburse Party of Second Part on demand, in respect of any liability, damage, cost, deficiency, or expense to which he

indemnities set forth in paragraph 8.1

9 **Binding effect.** This agreement shall be binding upon and made to the benefit to both parties and their respective legal representatives, successors, and assigns

10. **Allocation of Shares of New Today Bus Corp.** After the execution of this agreement, the following persons shall own the correspondent shares of New Today Bus Corp

Shih Ying Cheng	20 shares	Stock certificate # 1	Treasurer
Jia Yong Dong	20 shares	Stock certificate # 2	Secretary
Wei Ming He	20 shares	Stock certificate # 3	Vice President
Pao Hua Yu	20 shares	Stock certificate # 4	Vice Treasurer
Xiu Qiao Zhang	20 shares	Stock certificate # 5	President
Xiu Cheng Zheng	20 shares	Stock certificate # 6	Vice President

The above are the total issued and outstanding stocks of New Today Bus Corp

11 **Entire agreement; modification** This instrument constitutes the entire agreement between the parties. It may not be changed or terminated except by an agreement duly executed and signed by both parties.

12 **Non-waiver.** No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other rights unless otherwise expressly provided herein

13 **Governing law.** This agreement shall be construed in accordance with and governed by the law of the State of New York

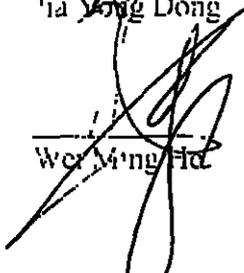
14 Party of First Part agrees not to compete with Party of Second Part on the four (4) bus routes (round trip NY to Washington D.C., NY to Philadelphia, NY to

Richmond, VA and NY to Norfolk VA) for as long as the parties are the shareholders of New Today Bus Corp

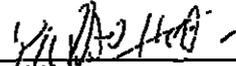
15 The Corporation must conduct a monthly accounting of the corporate accounts no later than the 5<sup>th</sup> day of the next month. If the accounting reveals the corporation needs additional operating funds, each shareholder shall contribute towards said additional operating funds in accordance with the shareholder's prorata share. However, if any of the shareholder fails to pay his prorata shares of the said funds within seven (7) calendar days, then the Corporation shall have the right to forfeit said shareholder's share by paying said shareholder the sum of \$50,000.00. However, said shareholder shall have the right to pay back said \$50,000.00 plus the aforesaid required funds to the Corporation within thirty (30) calendar days, then his shares shall be reinstated upon receipt of said monies by the Corporation. Each shareholder can only utilize this provision once.

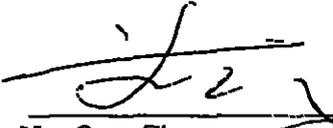
16. The parties agree that in the interest of expediency, this a preliminary agreement between the parties, if necessary, the parties can amend this agreement in writing provide said amendment shall be effective upon signing by all parties.

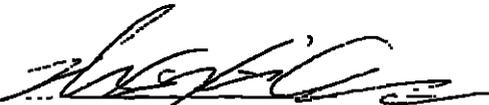
In witness whereof, the parties have duly executed this agreement

Party of the First Part  
  
\_\_\_\_\_  
Snih Ying Cheng  
  
\_\_\_\_\_  
Ma Yong Dong  
  
\_\_\_\_\_  
Wei Ming He

Party of the Second Part

  
Piao Hua Yu

  
Xiu Qiao Zhang

  
Xiu Cheng Zheng

sc/myd&c/stoch 1ra 14-today 00s

Bus Payment

Coach ID	Make	Tag#	Company	Payment	ACCT#	Due Day	Address
1	Freightliner	#06991P	AMEX Business	\$ 2,178.02	#198390	Month/01	
2	Van Hool	#05409P	G.E Capital	\$ 4,195.00	#408768-001	Month/15	44 Old Ridgebury Road Danbury CT 06810
3	Van Hool	#002P66	CIT	\$ 4,790.32	#90089450	Month/30	1540 West FountainLead Parkway Tempe AZ 85282
4	Van Hool	#00314P	U.S Bankcorp	\$ 5,695.00	#012-9210197-001	Month/01	13010 SW 68th Parkway Portland OR 97223
5	Setra	#07995P	Motor Coach Financial	\$ 2,799.00		Month/05	
6	Setra	#07993P	Motor Coach Financial	\$ 2,799.00		Month/05	
7	Setra	#07997P	Motor Coach Financial	\$ 2,799.00		Month/05	
8	Setra	#07996P	Motor Coach Financial	\$ 2,799.00		Month/05	
9	Neoplane	P914JY		\$ 2,100.00		Month/05	
10	DINA		Advantage Funding	\$ 1,635.00		Month/05	
11	DINA		Advantage Funding	\$ 1,635.00		Month/05	
12	MCI	IC80D0		\$ 5,416.22		Month/21	
13	MCI	IC364R		\$ 2,709.57		Month/28	
14	MCI	III70548		\$ 4,621.19		Month/20	
15	MCI	L252726		\$ 3,968.52		Month/28	
16	Blue Bird			\$ 3,497.00		Month/20	
17	Neoplane			\$ 2,200.00		Month/05	
18	Neoplane			\$ 2,200.00		Month/05	
19	Neoplane			Pay Off			
20	Neoplane			Pay Off			
21	Neoplane			Pay Off			
22	Neoplane			Pay Off			

FILING RECEIPT

ENTITY NAME: NEW TODAY BUS CORP

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: NEWY

SERVICE COMPANY: I.N.C. CORPORATE SERVICES

SERVICE CODE A1 \*

FILED:01/27/2006 DURATION PERPETUAL CASH#:0501270C0169 FILM #.060127000161

ADDRESS FOR PROCESS

EXIST DATE

THE CORPORATION  
157 ALLEN STREET STE 2D  
NEW YORK, NY 10002

01/27/2006

REGISTERED AGENT

STOCK: 200 NPV



FILER	FEES		PAYMENTS	
		160 00		160 00
	FILING	25 00	CASH	5 00
	TAX	10 00	CHECK	160 00
	CERT	0 00	CHARGE	0 00
	COPIES	0 00	DRAWING	0 00
	HANDLING	25 00	CPAL	0 00
			REFUND	0 00

INCE CORPORATE SERVICES  
14-36 UNION STREET STE 205  
FLUSHING, NY 11354

STATE OF NEW YORK )  
COUNTY OF NEW YORK) SS.:

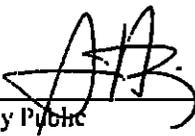
On the 17th day of February in the year 2006 before me, the undersigned personally appeared **Shih Ying Cheng, Jia Yong Dong and Wei Ming He** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

  
\_\_\_\_\_  
Notary Public

06

STATE OF NEW YORK )  
COUNTY OF NEW YORK) SS.:

On the 17th day of February in the year 2006 before me, the undersigned personally appeared **Pao Hua Yu, Xiu Qiao Zhang and Xiu Cheng Zheng** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

06

## **EXHIBIT B**

**Counter-Complaint filed by S.J. Travel Corp. against  
NewToday Bus Corp. in the matter of New Today Bus  
Corp. v. S.J. Travel Corp., Shih-Ying Cheng, and Hung-  
Ying Kuei (United States District Court for the District of  
Maryland, Greenbelt, Civil No.: AW-08-CV-01991)  
(1 Copy)**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

NEW TODAY BUS CORP.

Plaintiff/Counter-Defendant,

v.

S.J. TRAVEL, CORP., and  
SHIH-YING CHENG  
HUNG-YING KUEI

Defendants/Counter-Plaintiffs.:

:  
:  
:  
: Civil No.: AW-08-CV-01991  
:  
:  
:  
:  
:

**COUNTER-COMPLAINT**

Defendant and Counter-Plaintiff, S J TRAVEL, CORP . by and through  
its attorney, Sharon C Chu, Esq , respectfully represents unto Your Honor

**The Parties**

- 1 Plaintiff and Counter-Defendant, NEW TODAY BUS CORP  
(hereinafter called "NEW TODAY"), is a New York corporation  
and its principal place of business is in New York
- 2 Defendant and Counter-Plaintiff, S J TRAVEL, CORP , is a  
Maryland corporation and its principal place of business is in  
Rockville, Maryland
- 3 Defendant and Counter-Plaintiff, SHIH-YING CHENG, is a

resident of Maryland, and he is married to Defendant, HUNG-YING KUEI, who is a resident of Maryland

**Subject Matter Jurisdiction**

4 This Court has subject matter jurisdiction over this Counter-Complaint pursuant to Section 1332 of Title 28 of the United States Code, because of complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000

**Facts Common to All Counts**

5 On or about 2004, Defendant and Counter-Plaintiff, SHIH-YING CHENG (hereinafter called "CHENG") and Mr. Xiao Hui Zou, who is a Maryland resident, designed and developed the website known as "www Apexbus.com". Visitors to the "www Apexbus.com" website are and were able to purchase tickets for transportation via bus between large cities along the East Coast of the United States

6 In addition to designing and developing the website known as "www Apexbus.com," with Mr. Xiao Hui Zou, CHENG also paid Eighteen Thousand Dollars (\$18,000) in 2004, for an internet search link that would lead searchers who typed the words

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“chinatown bus” to the web site at “www Apexbus com”

7 CHENG and Mr Xiao Hui Zou agreed in 2004, that they were  
equal owners of the “www Apexbus.com” website

8 At the time that the “www Apexbus com” website was created by  
CHENG and Mr Xiao Hui Zou in 2004, CHENG was the principal  
shareholder of Defendant and Counter-Plaintiff, S J TRAVEL,  
CORP (hereinafter called “S J TRAVEL”).and CHENG was the  
sole shareholder of Lotus Tours, Inc , a Maryland corporation

9 At the time that the “www Apexbus com” website was created by  
CHENG and Mr Xiao Hui Zou in 2004, S J TRAVEL and Lotus  
Tours, Inc owned and operated various buses, and the two (2)  
corporations’ main business consisted of transporting passengers  
via bus between large cities on the East Coast of the United States

10. From the time that the “www Apexbus com” website was created  
by CHENG and Mr Xiao Hui Zou in 2004, through about  
February 17, 2006, S J TRAVEL allocated various buses owned  
by Lotus Tours, Inc and S J TRAVEL to transport passengers  
who purchased bus tickets from the “www Apexbus com” website

11. At all relevant times from the time that Mr Xiao Hui Zou and

*Law Offices of Share & Co. P.A.*  
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*Suite #256*  
*Rockville, MD 20850*  
*301-838-8468*  
*371-838-2200*  
*FAX 301-838-2244*

CHENG designed and created the "www Apexbus.com" internet website in 2004. to the Present. Mr Xiao Hui Zou has been responsible for updating, managng. and maintaining said website

12 On or about February 17, 2006, CHENG entered into an Investment Agreement with Mr Jia Yong Dong, Mr Wei Ming He, Ms Pao Hua Yu, Mr Xiu Qiao Zhang, and Mr Xiu Cheng Zheng (hereinafter called the "Investment Agreement") Attached herein as "Exhibit 1" is a copy of the aforementioned Investment Agreement

13 At the time that CHENG entered into the Investment Agreement on February 17, 2006, CHENG was the sole shareholder of Lotus Tours, Inc . a Maryland corporation, and in turn, Lotus Tours, Inc 's assets included eighteen (18) of the twenty-two (22) buses listed on Schedule A of the Investment Agreement

14 Prior to and contemporaneously with the Investment Agreement of February 17, 2006, CHENG and Mr Xiao Hui Zou, who were the equal co-owners of the "www Apexbus com" website, agreed to permit NEW TODAY to be one of the bus/coach providers for customers who purchased tickets through the

“www Apexbus.com” website. and that bus tickets sold by the  
“www Apexbus com” website and serviced by NEW TODAY’s  
buses would become income and assets of NEW TODAY

15 In exchange for Mr Xiao Hui Zou’s updating, managing, and  
maintaining the “www Apexbus com” website. NEW TODAY and  
Mr Xiao Hui Zou agreed that Mr Xiao Hui Zou or Mr Zou’s  
company, Zebra International, Inc . would receive a fee equal to  
thirteen percent (13%) of the gross sales of all bus tickets sold  
through the “www Apexbus com” website and serviced by NEW  
TODAY

16 From about February 17, 2006, to the present, NEW TODAY’s  
principal business consists of transporting passengers by bus  
between large cities along the East Coast of the United States. and  
NEW TODAY’s main source of revenues is derived from bus  
tickets sold through the “www Apexbus.com” website

17 Prior to and contemporaneously with the execution of the  
Investment Agreement on February 17, 2006, representatives of  
NEW TODAY informed CHENGE that the twenty-two (22) buses  
set forth on Schedule A of the Investment Agreement were

insufficient to cover NEW TODAY's business NEW TODAY and S J TRAVEL then entered into a verbal agreement that S J TRAVEL would lease five (5) of S J TRAVEL's buses to NLW TODAY, in exchange for NLW TODAY's payment to S J TRAVEL of \$6,750 per day as rent for the five (5) buses, which includes Twelve Hundred Dollars (\$1,200) per day for the salaries of the bus drivers for the five (5) buses, and One Thousand Seven Hundred and Fifty Dollars (\$1,750) per day as reimbursement for fuel and toll for the five (5) buses. The aforementioned five (5) S J TRAVEL's buses are and were separate and apart from the twenty-two (22) buses transferred to NEW TODAY pursuant to the Investment Agreement

18 From about February 18, 2006, through May 31, 2006, S J TRAVEL leased five (5) of its buses to NLW TODAY, and those five (5) buses were used by NEW TODAY to transport passengers between large cities along the East Coast of the United States during that time

19 NEW TODAY paid S J TRAVEL the sum of \$1,200 and \$1,750 per day for the salaries of bus drivers for S J TRAVEL's five (5)

buses and for the fuel and toll expenses incurred by S.J. TRAVEL's five (5) buses from February 18, 2006, through May 31, 2006

20 To date, other than the bus drivers' salaries, fuel, and toll paid directly by NEW TODAY to the bus drivers of S.J. TRAVEL's five (5) buses as set forth in Paragraph 19 above, NEW TODAY has not paid any of the lease/rental charges owed to S.J. TRAVEL for the five (5) buses in question

21 S.J. TRAVEL has submitted invoices to NEW TODAY demanding payment in the sum of \$391,400 [i.e., (\$6750 per day as gross rental fee for the 5 buses per day x 103 days)-(less) (\$2950 per day for drivers' wages, fuel and toll paid directly by NEW TODAY to drivers x 103 days)], but NEW TODAY steadfastly has refused to pay any of those lease/rental charges

22 Pursuant to the terms of the Investment Agreement, NEW TODAY was liable for all monthly installment payments due on the twenty-two (22) buses transferred to NEW TODAY by Lotus Tours, Inc. and Today's Bus, Inc. on or after February 20, 2006

23 NEW TODAY, however, failed to pay the monthly installment

2006-05-18 10:00 AM  
2006-05-18 10:00 AM

payments due on two (2) of the eighteen (18) buses transferred by Lotus Tours, Inc to NEW TODAY pursuant to the Investment Agreement, specifically Coach I.D 968 and Coach I D 8688 (hereinafter called the "Two Buses")

24 As a result, S J TRAVEL paid on behalf of NEW TODAY the monthly installment payments due on Two Buses from March 1, 2006, through October 15, 2007, and those payments totaled \$18,221.31

25 From about March 1, 2006, through the present, S J TRAVEL repeatedly has requested that NEW TODAY reimburse S J TRAVEL the sum of \$18,221.32 that S J TRAVEL paid for the Two Buses, but NEW TODAY steadfastly has refused to pay

26 On or about the latter part of May 2006, S J TRAVEL informed NEW TODAY that it would stop leasing its five (5) buses to NLW TODAY as of May 31, 2006, because NEW TODAY had failed to pay the lease/rental fees for said buses and NLW TODAY had failed to reimburse S J TRAVEL for the installment payments for the Two Buses

### COUNT I

**BREACH OF CONTRACT**

27. Defendant and Counter-Plaintiff, S J TRAVEL, incorporates by reference the allegations in Paragraphs 1 through 26, inclusive, as though fully set forth herein
28. On or about February 17, 2006, S J TRAVEL and NEW TODAY entered into an oral agreement, whereby S J TRAVEL agreed to lease five (5) of its buses to NEW TODAY in exchange for NEW TODAY's payment to S J TRAVEL of \$6,750 per day as rent for the five (5) buses, which includes Twelve Hundred Dollars (\$1,200) per day for the salaries of the bus drivers of the five (5) buses, and One Thousand Seven Hundred and Fifty Dollars (\$1,750) per day as reimbursement for fuel and toll for the five (5) buses
29. From about February 18, 2006, through May 31, 2006, S J TRAVEL leased five (5) of its buses to NEW TODAY, and those five (5) buses were used by NEW TODAY to transport passengers between large cities along the East Coast of the United States during that time
30. On or about May 31, 2006, and at all times thereafter, NEW

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100 West 5th St  
Suite #208  
Rockville, MD 20850  
301 848 8488  
301-848-8487  
FAX 301-848-8888

TODAY refused to pay, and did not pay, the \$391,400 due under the terms of the aforementioned contract for leasing S J TRAVEL's five (5) buses from February 18, 2006, through May 31, 2006, and thus NEW TODAY materially breached its aforementioned contract with S J TRAVEL

31 S J TRAVEL has incurred damages of \$391,400 as a result of NEW TODAY's material breach of the aforementioned oral contract

32 Pursuant to the terms of the Investment Agreement, NEW TODAY would be liable for all debts of Lotus Tours, Inc., including, but not limited to, all installment payments due on the Two Buses, incurred on or after February 20, 2006

33 NEW TODAY materially breached the Investment Agreement when it failed to pay the installment payments due for the Two Buses from March 2006, through the present

34 As a result of NEW TODAY's material breach of the Investment Agreement, S J TRAVEL has incurred damages in the sum of \$18,221.32, which is the total amount of installment payments for the Two Buses paid by S J TRAVEL to the lien holders of the

Lotus Tours, Inc.  
18 187 187  
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187 187 187

Two Buses from March 2006. through October 15, 2007

WHEREFORE, Defendant and Counter-Plaintiff, S J TRAVEL, CORP.,

prays for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of \$409,621.32, plus interest and costs, and any other and further relief as this Court considers proper

## COUNT II

### (UNJUST ENRICHMENT)

35 Defendant and Counter-Plaintiff, S J TRAVEL, incorporates by reference the allegations in Paragraphs 1 through 34, inclusive, as though fully set forth herein

36 From February 18, 2006, through May 31, 2006, S J TRAVEL provided NLW TODAY with five (5) buses, which were used by NEW TODAY to transport passengers between large cities along the East Coast of the United States during that time

37 S J TRAVEL provided the five (5) buses to NEW TODAY from February 18, 2006, through May 31, 2006, pursuant to NEW TODAY's consent and request

38 The five (5) buses that S J TRAVEL provided to NEW TODAY from February 18, 2006, through May 31, 2006, provided a benefit

upon NEW TODAY of \$391,400

39 NEW TODAY was aware of, and had knowledge of, the benefits conferred upon it by S.J. TRAVEL's five (5) buses during this period of time (i.e., from February 18, 2006, through May 31, 2006)

40 NEW TODAY's acceptance and use of the five (5) buses owned by S.J. TRAVEL from February 18, 2006, through May 31, 2006, and refusal to pay for any of the benefits for use of those five (5) buses, make it inequitable for NEW TODAY to retain these benefits without payment for their value

41 From March 2006, through October 15, 2007, S.J. TRAVEL paid a total of \$18,221.32 to the lien holders of the Two Buses

42 NEW TODAY was aware of and had knowledge of S.J. TRAVEL's payment of the installment payments due on the Two Buses from March 2006, through October 15, 2007

43 NEW TODAY's acceptance of the Two Buses and refusal to pay the installment payments due for the Two Buses from March 2006, through the present make it inequitable for NEW TODAY to retain these benefits without payment for their value

Legal Offices of Sharon A. Chu

100 Park Avenue

Suite #288

Rockville, MD 20850

301 828-8288

410-238-8888

FAX 301 828-8288

WHEREFORE. Defendant and Counter-Plaintiff, S J TRAVEL, CORP., prays for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of \$409,621.32, plus interest and costs, and any other and further relief as this Court considers proper

### COUNT III

#### (FRAUD)

- 44 Defendant and Counter-Plaintiff, S J TRAVEL, incorporates by reference the allegations in Paragraphs 1 through 43, inclusive, as though fully set forth herein
45. On or about February 2006, Mr. Xiu Qiao Zhang, acting as the President and authorized agent of NEW TODAY, represented to S J TRAVEL that NEW TODAY would pay S J TRAVEL \$6,750 per day as rent for five (5) buses owned by S J TRAVEL, which includes Twelve Hundred Dollars (\$1,200) per day for the salaries of the bus drivers for the five (5) buses, and One Thousand Seven Hundred and Fifty Dollars (\$1,750) per day as reimbursement for fuel and toll for the five (5) buses
46. Mr. Xiu Qiao Zhang knew that his representation on behalf of NEW TODAY to pay \$6,750 per day as rent for the five (5) buses

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*100 Elm Street*

*Suite 420*

*Rockville, MD 20850*

*301-838-8388*

*301-838-8389*

*USA 31 Aug 2006*

owned by S.J. TRAVEL was false when he made it. Mr. Zhang asserted that representation with actual malice and with the intention of inducing S.J. TRAVEL to lease the five (5) buses to NEW TODAY and to defraud S.J. TRAVEL.

47 S.J. TRAVEL would not have leased the five (5) buses to NEW TODAY from February 18, 2006, through May 31, 2006, had S.J. TRAVEL known that NEW TODAY's representation of paying \$6,750 per day as rent for the five (5) buses was false.

48 Mr. Zhang, acting for and under the direction of NEW TODAY, knew that his representation that NEW TODAY would pay S.J. TRAVEL the sum of \$6,750 per day for the lease of the five (5) buses owned by S.J. TRAVEL was material, because he knew that S.J. TRAVEL would not have leased the five (5) buses to NEW TODAY if S.J. TRAVEL had known that Mr. Zhang's representation was false.

49 S.J. TRAVEL actually relied upon the representation of NEW TODAY as described in Paragraph 45 above and was justified in its reliance, because the \$6,750 per day rental fee charged by S.J. TRAVEL for the five (5) buses was at or below the then prevailing

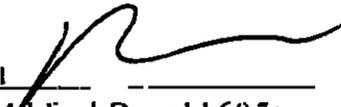
...a ... of ...  
116 Park Avenue  
Suite # 288  
Rockville, MD 20850  
Tel: 301-838-8948  
Tel: 301-838-8948

market rent/fee charged in the bus/motor coach industry for such buses and S J TRAVEL did not know or have any reason to know that Mr Zhang/NI.W TODAY was lying about paying the \$6,750 per day rental fee for the five (5) buses owned by S J TRAVEL.

50 As a result of NEW TODAY's fraudulent representation as set forth in Paragraphs 45 through 49 of this Counter-Complaint, S J TRAVEL has suffered damages of \$391,400

WHEREFORE, Defendant and Counter-Plaintiff, S J TRAVEL, CORP., prays for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of \$391,400, plus punitive damages in the amount of reasonable's attorney's fees and costs incurred by S J TRAVEL, CORP., plus interest and costs, and any other and further relief as this Court considers proper

S J TRAVEL, CORP., Defendant and Counter-Plaintiff

By /s/ Sharon C Chu   
Sharon C Chu (Md Fed Bar# 11605)  
LAW OFFICES OF SHARON C CHU  
100 Park Avenue, Suite #288  
Rockville, MD 20850  
(O) 301-838-8988  
(Fax) 301-838-8998

Attorney for Defendants

U.S. District Court for the District of Columbia  
Case No. 03-1000  
Suite #288  
Rockville, MD 20850  
Tel: 301-838-8988  
Fax: 301-838-8998

**JURY DEMAND**

Defendant and Counter-Plaintiff, S.J. TRAVEL, CORP. requests a trial  
by jury

/s/ Sharon C. Chu  
Sharon C. Chu



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100 Park Avenue  
Suite #288  
Rockville, MD 20851  
301-536-8986  
410-838-9551  
FAX 301-536-8997

**EXHIBIT 1**

**Investment Agreement of February 17, 2006**

## INVESTMENT AGREEMENT

AGREEMENT made February 17 2006 between SHIH-YING CHIENG, JIA YONG DONG, AND WEI MING HE, collectively referred to as "Party of the First Part", and PAO HUAYU, XIU QIAO ZHANG and XIU CHENG ZHENG collectively referred to as "Party of the Second Part"

### RECITALS

WHEREAS, Party of the Second Part desires to invest into NEW TODAY BUS CORP. (the "corporation") is the owner of the following properties:

- (i) Today's Bus Inc. a duly formed corporation under the laws of the State of Georgia, its principal office address is 5150 Buford Highway, #220A, Doraville, GA 30340;
- (ii) Lotus Tours, Inc. a duly formed corporation under the laws of the State of Maryland, its principal office address is 2103 Hounds Run Place, Silver Spring, MD 20906.
- (iii) leasehold interest in the Unit #101, 649 Newtown Road, Virginia Beach, VA 23462.
- (iv) leasehold interest in the storefront at 106 W Broad Street, Richmond, VA 23220.
- (v) leasehold interest in the 121 N 11<sup>th</sup> Street, Philadelphia, PA 19107
- (vi) leasehold interest in the Building D & E, 198 Randolph Avenue Brooklyn, NY 11237,
- (vii) 22 buses see attached Schedule A
- (viii) Any and all other properties and leasehold interest owned by Today's Bus Inc and Lotus Tours Inc not mentioned above

WHEREAS, Party of First Part and Party of Second Part desire to enter into a joint venture and shall own all of the outstanding and issued shares of NEW TODAY BUS CORP

It is therefore agreed as follows

1 **Shares.** The Party of the First Part represent that the two corporations (i) & (ii) have not issued any common shares of said corporations.

2 **Party of First Part's representations, warranties, and covenants.** In order to induce Party of Second Part to enter into this agreement. Party of First Part warrants and represents to Party of Second Part as follows

2.1 **Valid corporations (i) & (ii).** The corporations (i) & (ii) is a business corporations duly organized and validly existing under the laws of the State of Georgia and Maryland respectively. it has no subsidiaries; it is authorized to own and operate transportation business and since its incorporations, it has exercised and continues to exercise its functions as a business corporations under the laws of the State of Georgia and Maryland respectively

2.2 **Good Standing.** The corporations (i) & (ii) are in good standing; there is no action or proceeding pending to dissolve the corporations (i) & (ii). or to declare any or all of its corporate rights, powers, franchises, or privileges to be null and void

2.3 **Solvency.** The corporations (i) & (ii) are not insolvent. it is not in the hands of a receiver nor is any application for receivership pending. it is a going business and has never suspended its operations. it does not contemplate insolvency. no proceedings are pending by or against it in bankruptcy or reorganization in any state of federal court. nor has it filed any petition in bankruptcy

2.4 **Certificate of incorporations (i) & (ii).** The corporations (i) & (ii)'s certificate of incorporations has never been amended no proceeding has been instituted or authorized for the purpose of any such amendment.

2.5 **Shares.** Party of First Party are the only shareholders of corporation (i) and (ii) and no shares of said corporations have been issued

2.6 **Authority.** Party of First Part has full power and right to enter into this agreement; no other person has any right in or to such shares or any part thereof or the certificate or certificates representing the same, such shares have not been pledged or hypothecated nor has a security interest been created in them

2.7 **Title exceptions.** The corporations (i) & (ii) are in good standing

2.8 **Contracts.** The corporations (i) & (ii), at the time of signing this agreement, will not have any commitments, agreements, or contracts outstanding

2.9 **Litigation.** Any judgment, suit, proceeding, or litigation is pending against or relating to the corporations (i) & (ii) or its property or business prior to February 20, 2006, shall be the sole responsibility of Party of First Part and Party of First Part agrees to indemnify Party of Second Part for any loss and damages incurred therefrom

2.10 **Mortgage and taxes.** The corporations (i) & (ii) will have no unpaid bills or creditors of any kind or nature at the closing date except the installment payments on auto loans as stated in Schedule A, however, Party of First Part shall be liable and responsible for any payments due prior to February 20, 2006

2.11 **Tax returns.** All required tax reports and returns have been duly filed. All payments reported on such reports and returns as due have been paid in full. Party of First Part agrees to be liable for any valid income tax deficiencies asserted against the corporations (i) & (ii) by any tax authorities for periods prior to February 20, 2006

2.12 *Survival.* All of the above warranties and representations shall be true at the time of signing this agreement and shall survive the date of this agreement

3 *Investment Amount.* Party of Second Part shall invest into the New Today Bus Corp the sum of Three Hundred Thousand (\$300 000 00) Dollars for 50% of the stocks of New Today Bus Corp

4. The certificate and filing receipt of New Today Bus Corp is hereby attached.

5 *Physical condition of property.* Party of Second Part represents that it has inspected all of the corporate books, financial statements, and any other relevant documents in connection with the properties mentioned above in (i) thru (vii). Party of Second Part also agrees that it will accept the above-mentioned properties in its present condition

6 *Survival of warranties and indemnity.* All warranties, representations, covenants, and agreements made by Party of First Part in this agreement or pursuant thereto shall be deemed continuing warranties, representations, covenants, and agreements, which shall survive the closing and the execution of this agreement

7 *Title to shares.* Party of First Part warrants their title in and to the common shares of the corporations (i) & (ii) and will forever indemnify and hold harmless Party of Second Part, their successors and assigns, against all claims and demands that may be made to, under, or against any of such common shares, or against any lien or attachment upon such common shares by any creditor of Party of First Part or any other person claiming to hold any interest therein by or through Party of First Part prior to February 20, 2006

8.1 *Indemnification.* Party of First Part will indemnify and hold harmless

Party of Second Part, against and in respect of any claims for the following items

(1) Any tax or assessment imposed upon the corporations (i) & (ii) resulting from a final determination by the tax authorities that the corporations (i) & (ii) has realized gross income, rents, interest, dividends, or gains on the sale of any of its assets prior to February 20, 2006

(2) All liabilities of the corporations (i) & (ii) of any nature whether accrued, absolute, contingent or otherwise, existing prior to February 20, 2006, to the extent not reflected or reserved against in full in the corporations (i) & (ii)'s balance sheet as of that date, except for any amount that is hereafter assessed against the corporations (i) & (ii) by Maryland State or Georgia State or the U S government for state franchise or federal income taxes

(3) All liabilities of or claims against the corporations (i) & (ii) arising out of the conduct of its business prior to February 20, 2006

(4) All liabilities of or claims against the corporations (i) & (ii) arising out of any presently existing contract or commitment not specifically set forth in this agreement, or made or entered into by the corporations (i) & (ii) prior to February 20, 2006

(5) All liability, damage, cost, deficiency, or expense resulting from any misrepresentation, material omission, breach of warranty, or nonfulfillment of any covenant or agreement by Party of First Part under or relating to this agreement.

(6) All actions, suits proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing

8.2 **Reimbursement.** Party of First Part will reimburse Party of Second Part on demand, in respect of any liability, damage, cost, deficiency, or expense to which the

understandings set forth in paragraph 8.1

9 **Binding effect.** This agreement shall be binding upon and inure to the benefit to both parties and their respective legal representatives, successors, and assigns

10 **Allocation of Shares of New Today Bus Corp.** After the execution of this agreement, the following persons shall own the correspondent shares of New Today Bus Corp

Shih Ying Cheng	20 shares	Stock certificate # 1	Treasurer
Jia Yong Dong	20 shares	Stock certificate # 2	Secretary
Wei Ming He	20 shares	Stock certificate # 3	Vice President
Pao Hua Yu	20 shares	Stock certificate # 4	Vice Treasurer
Xiu Qiao Zhang	20 shares	Stock certificate # 5	President
Xiu Cheng Zheng	20 shares	Stock certificate # 6	Vice President

The above are the total issued and outstanding stocks of New Today Bus Corp.

11 **Entire agreement; modification** This instrument constitutes the entire agreement between the parties. It may not be changed or terminated except by an agreement duly executed and signed by both parties

12 **Non-waiver.** No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right shall constitute a waiver of that or any other rights, unless otherwise expressly provided herein

13 **Governing law.** This agreement shall be construed in accordance with and governed by the law of the State of New York

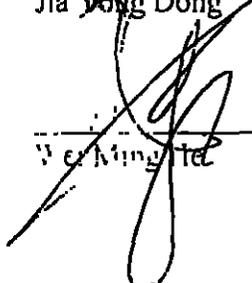
14 Party of First Part agrees not to compete with Party of Second Part in the our (4) bus routes from New York to Washington D.C. NY to Philadelphia NY to

Richmond, VA and NY to Norfolk VA) for as long as the parties are the shareholders of New Today Bus Corp

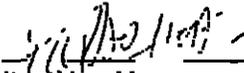
15 The Corporation must conduct a monthly accounting of the corporate accounts no later than the 5<sup>th</sup> day of the next month. If the accounting reveals the corporation needs additional operating funds, each shareholder shall contribute towards said additional operating funds in accordance with the shareholder's pro rata share. However, if any of the shareholder fails to pay his pro rata shares of the said funds within seven (7) calendar days, then the Corporation shall have the right to forfeit said shareholder's share by paying said shareholder the sum of \$50,000.00. However, said shareholder shall have the right to pay back said \$50,000.00 plus the aforesaid required funds to the Corporation within thirty (30) calendar days, then his shares shall be reinstated upon receipt of said monies by the Corporation. Each shareholder can only utilize this provision once.

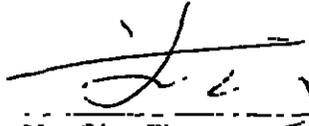
16 The parties agree that in the interest of expediency, this a preliminary agreement between the parties, if necessary, the parties can amend this agreement in writing provide said amendment shall be effective upon signing by all parties.

In witness whereof, the parties have duly executed this agreement

Party of the First Part  
  
\_\_\_\_\_  
Shih Ying Cheng  
  
\_\_\_\_\_  
Jia Yong Dong  
  
\_\_\_\_\_  
Wei Ming Jie

Party of the Second Part

  
Pao Hua Yu

  
Xiu Qiao Zhang

  
Xiu Cheng Zheng

sc/mydoc/stock trans-today bus

Bus Payment

Coach ID	Make	Tag#	Company	Payment	ACCT#	Due Day	Address
1	Freightliner	#06991P	AMEX Business	\$ 2,178.02	#198390	Month/01	
2	Van Hool	#05409P	G.E. Capital	\$ 4,195.00	#4087768-001	Month/15	44 Old Ridgebury Road Danbury CT 06810
3	Van Hool	#002P66	CIT	\$ 4,790.32	#90089450	Month/30	1540 West Fountainhead Parkway Trampa AZ 85282
4	Van Hool	#00314P	U.S Bankcorp	\$ 5,695.00	#012-9210197-001	Month/01	13010 SW 68th Parkway Portland OR 97223
5	Setra	#07995P	Motor Coach Financi	\$ 2,799.00		Month/05	
6	Setra	#07993P	Motor Coach Financi	\$ 2,799.00		Month/05	
7	Setra	#07997P	Motor Coach Financi	\$ 2,799.00		Month/05	
8	Setra	#07996P	Motor Coach Financi	\$ 2,799.00		Month/05	
9	Neoplane	P914JY		\$ 2,100.00		Month/05	
10	DINA		Advantage Funding	\$ 1,635.00		Month/05	
11	DINA		Advantage Funding	\$ 1,635.00		Month/05	
12	MCI	IC30D0		\$ 5,416.22		Month/21	
13	MCI	IC364R		\$ 2,709.57		Month/28	
14	MCI	H170548		\$ 4,621.19		Month/20	
15	MCI	L252726		\$ 3,968.52		Month/28	
16	Blue Bird			\$ 3,497.00		Month/20	
17	Neoplane			\$ 2,200.00		Month/05	
18	Neoplane			\$ 2,200.00		Month/05	
19	Neoplane			Pay Off			
20	Neoplane			Pay Off			
21	Neoplane			Pay Off			
22	Neoplane			Pay Off			

FILING RECEIPT

ENTITY NAME: NEW TODAY BUS CORP.

DOCUMENT TYPE: INCORPORATION (DOM BUSINESS)

COUNTY NEWY

SERVICE COMPANY: I.N.C. CORPORATE SERVICES

SERVICE CODE: A1 \*

FILED: 01/27/2006 DURATION: PERPETUAL CASH#: 060127000160 FILM #: 060127000161

ADDRESS FOR PROCESS

EXIST DATE

THE CORPORATION  
157 ALLEN STREET STE 2D  
NEW YORK, NY 10062

01/27/2006

REGISTERED AGENT

STOCK: 200 NEW



FILED	FEES		PAYMENTS	
		160.00		160.00
	FILING	125.00	CASH	0.00
	TAX	10.00	CHECK	160.00
INCE CORPORATE SERVICES	CEPT	0.00	CHARGE	0.00
14-36 UNION STREET STE 203	COPIES	0.00	DR-DOWNLT	0.00
FLUSHING, NY 11364	HANDLING	25.00	OPAL	0.00
			REFUND	0.00

STATE OF NEW YORK )  
COUNTY OF NEW YORK) SS.:

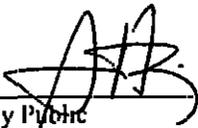
On the 17th day of February in the year 2006 before me the undersigned personally appeared **Shih Ying Cheng, Jia Yong Dong and Wei Ming He** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

  
\_\_\_\_\_  
Notary Public

06

STATE OF NEW YORK )  
COUNTY OF NEW YORK) SS.:

On the 17th day of February in the year 2006 before me, the undersigned personally appeared **Pao Hua Yu, Xiu Qiao Zhang and Xiu Cheng Zheng** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

  
\_\_\_\_\_  
Notary Public

06

## **EXHIBIT C**

**Invoices, Credit Memos and Statements issued by S.J. Travel Corp to New Today Bus Corp. dated February 28, 2006, March 31, 2006, April 30, 2006, May 31, 2006, and September 19, 2007 (1 Copy)**

**S J TRAVEL CORP**

414 Hungerford Drive, STE#118  
 Rockville MD 20850  
 Tel : 301-424-8400 Fax : 301-424-8583

**Invoice**

Date	Invoice #
2/28/2006	6806200

Bill To
New Today Bus Ms Yu 198 Randolph Ave Brooklyn NY 11235

Terms	Due Date	Group No
Net 30	3/30/2006	02-06

Description	Quantity	Rate	Amount
2/18 - 2/28 Line run 5606 2 trips daily 07 00 12 00 17:00-02:00 \$850x 2trps 5607 2 trips daily 08 00-13 00 18 00-03 30 \$850 x 2 5608 Richmond VA 6 days a week 17 00 -01.00 Philadelphia 09 00 - 13 00 \$1300 +\$400 5609 09 00 - 18 00 NY - DC \$850 1688 Philadelphia line run 2 trips a day \$800	11	6,750 00	74,250 00

Thank you for your business

<b>Total</b>	\$74,250.00
<b>Payments/Credits</b>	\$-32,450 00
<b>Balance Due</b>	\$41,800 00

S J TRAVELCORP

414 Hungerford Drive, STE#118  
 Rockville MD 20850  
 Tel 301-424-8400 Fax : 301-424-8583

# Credit Memo

Date	Credit No
2/28/2006	C6806281

<b>Customer</b>
New Today Bus Ms Yu 198 Randolph Ave Brooklyn NY 11235

P.O. No.	Project
	02-06

Description	Qty	Rate	Amount
Jan-06 Driver salaries \$150 x6 +\$200 +\$100			-32,450.00
Feb-06 Fuel & tolls \$225 x6 \$300 \$120			
Fuel & tolls \$250 x 7			0.00
\$2950 x Feb-18 ~Feb -28 11 Days			
		<b>Total</b>	<b>\$-32,450.00</b>

**S.I TRAVELCORP**

414 Hungerford Drive, STE#118  
 Rockville MD 20850  
 Tel 301-424-8400 Fax 301-424-8583

**Invoice**

Date	Invoice #
3/31/2006	6806278

<b>Bill To</b>
New Today Bus Ms Yu 198 Randolph Ave Brooklyn NY 11235

<b>Terms</b>	<b>Due Date</b>	<b>Group No</b>
Net 30	4/30/2006	03-06

Description	Quantity	Rate	Amount
03/01 - 03/31 Line run 5606 2 trips daily 07 00-12 00 17-00-02 00 \$850x 2trps 5607 2 trips daily 08 00-13 00 18-00-03 30 \$850 x 2 5608 Richmond VA 6 days a week 17 00 -01 00 Philadelphia 04 00 - 13 00 \$1300 -\$400 5609 09 00 - 18 00 NY - DC \$850 1688 Philadelphia line run 2 trips a day \$800	31	6,750 00	209,250 00

<b>Total</b>	\$209,250 00
<b>Payments/Credits</b>	\$-91,450 00
<b>Balance Due</b>	\$117,800 00

**S J TRAVELCORP**

414 Hungerford Drive, STE#118  
 Rockville MD 20850  
 Tel 301-424-8400 Fax 301-424-8583

**Credit Memo**

Date	Credit No
3/31/2006	C6806387

<b>Customer</b>
New Today Bus Ms Yu 198 Randolph Ave Brooklyn NY 11235

P O No	Project
	03-06

Description	Qty	Rate	Amount
Fuel & tolls Driver salaries \$150 x6 + \$200 + \$100 From March-01 ~ March 31		91,450.00	-91,450.00 0.00
		<b>Total</b>	<b>\$-91,450.00</b>

**SJ TRAVELCORP**

414 Hungerford Drive, STE#118  
 Rockville MD 20850  
 Tel 301-424-8400 Fax : 301-424-8583

**Invoice**

Date	Invoice #
4/30/2006	6806279

<b>Bill To</b>
New Today Bus Ms Yu 198 Randolph Ave Brooklyn NY 11235

<b>Terms</b>	<b>Due Date</b>	<b>Group No</b>
Net 30	5/30/2006	04-06

Description	Quantity	Rate	Amount
04/01 ~ 04/30 Line run 5606 2 trips daily 07 00-12 00 17 00-02 00 \$850x 2trips 5607 2 trips daily 08 00-13 00 18 00-03:30 \$850 x 2 5608 Richmond VA 6 days a week 17 00 -01 00 Philadelphia 09 00 - 13 00 \$1300 +\$400 5609 09 00 - 18 00 NY - DC \$850 1688 Philadelphia line run 2 trips a day \$800	30	6,750.00	202,500 00

<b>Total</b>		\$202,500.00
<b>Payments/Credits</b>		\$-88,500 00
<b>Balance Due</b>		\$114,000 00

S J TRAVELCORP

414 Hungerford Drive, STE#118  
Rockville MD 20850  
Tel 301-424-8400 Fax 301-424-8583

# Credit Memo

Date	Credit No.
4/30/2006	C6806388

Customer
New Today Bus Ms Yu 198 Randolph Ave Brooklyn NY 11235

P.O No	Project
	04-06

Description	Qty	Rate	Amount
Fuel & tolls \$1750 Driver salaries \$150 x6 +\$200 +\$100 From April 01 ~ April 30		88,500 00	-88,500.00 0 00
		<b>Total</b>	<b>\$-88,500 00</b>

**S J TRAVELCORP**

414 Hungerford Drive, STE#118  
 Rockville MD 20850  
 Tel : 301-424-8400 Fax : 301-424-8583

**Invoice**

Date	Invoice #
5/31/2006	6806280

<b>Bill To</b>
New Today Bus N.Y.C. 198 Randolph Ave Brooklyn NY 11215

Terms	Due Date	Group No
Net 30	6/30/2006	05-06

Description	Quantity	Rate	Amount
05/01 -- 05/31 Line run 5606 2 trips daily 07 00-12 00 17 00-02 00 \$850x 2trips 5607 2 trips daily 08 00-13 00 18 00-03 30 \$850 x 2 5608 Richmond VA 6 days a week 17 00 -01 00 Philadelphia 09 00 - 13 00 \$1300 +\$400 5609 09 00 - 18 00 NY - DC \$850 1688 Philadelphia Inc run 2 trips a day \$800	31	6,750 00	209,250 00

<b>Total</b>		\$209,250 00
<b>Payments/Credits</b>		\$-91,450 00
<b>Balance Due</b>		\$117,800 00

**S J TRAVELCORP**

414 Hungerford Drive, STE#118  
 Rockville MD 20850  
 Tel 301-424-8400 Fax · 301-424-8583

**Credit Memo**

Date	Credit No
5/31/2006	C6806389

<b>Customer</b>
New Today Bus M- Yu 198 Randolph Ave Brooklyn NY 11235

P.O No	Project
	05-06

Description	Qty	Rate	Amount
Fuel & toll- \$1750 Driver salaries \$150 x6 + \$200 + \$100 From May 01 - May 31		91,450 00	-91,450 00 0.00
		<b>Total</b>	<b>\$-91,450 00</b>

# Statement

S J TRAVELCORP

414 Hungerford Drive, STE#118

Rockville MD 20850

Tel : 301-424-8400 Fax : 301-424-8583

Date
9/19/2007

To
New Today Bus Ms Yu 198 Randolph Ave Brooklyn NY 11235

		Amount Due	Amount Enc		
		\$391,400.00			
Date	Transaction	Amount	Balance		
02/27/2006	Balance forward		0 00		
02/28/2006	INV #6806199 Due 03/30/2006.	0 00	0 00		
	02-06-				
02/28/2006	INV #6806200 Due 03/30/2006	74,250.00	74,250 00		
	CREDIT MEM #C6806281	-32,450 00	41,800 00		
	03-06-				
03/31/2006	INV #6806278 Due 04/30/2006	209,250 00	251,050 00		
03/31/2006	CREDMEM #C6806387.	-91,450.00	159,600 00		
	04-06-				
04/30/2006	INV #6806279. Due 05/30/2006.	202,500 00	362,100 00		
04/30/2006	CREDMEM #C6806388	-88,500.00	273,600 00		
	05-06-				
05/31/2006	INV #6806280 Due 06/30/2006.	209,250.00	482,850 00		
05/31/2006	CREDMEM #C6806389	-91,450 00	391,400.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
117,800 00	114,000 00	117,800 00	41,800 00	0 00	\$391,400 00

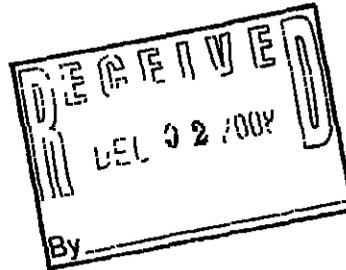
## **EXHIBIT D**

**Letter Dated November 12, 2008, From Wells Fargo to  
Mr. Shih Ying Cheng, which Mr. Cheng just received  
during the week of December 1, 2008 (1 Copy)**

**WELLS  
FARGO**

Rachel Owens  
Loan Adjustor

Wells Fargo Construction  
1540 West Fountainhead Parkway  
Tempe AZ 85282  
480-379-9246  
(866) 490-3793 Fax



November 12, 2008

Shih Ying Cheng  
11225 Greenbriar Preserve Lane  
Ponchartraine, MD 20854

RE Notice of Delinquency for Account # 002-0509915-700 Reference is made to the Guaranty between Shih Ying Cheng, as Guarantor, Hung Ying Kuei, as Guarantor, and The CIT Group/Equipment Financing, Inc as the Secured Party, and assigned to Wells Fargo Equipment Finance, Inc. (successor in interest to The CIT Group/Equipment Financing, Inc ), "The Guaranty"

Dear Shih Ying Cheng,

Please be advised that in accordance with the Notice of Sale previously sent to you, Wells Fargo Equipment Finance Inc has sold the following described equipment

Van Hool 12145 Motor Coach S/N YE2TC12BX22044576 \$134,375.00

Pursuant to its rights under the Security Agreement, Wells Fargo Equipment Finance, Inc secured and sold this item for the sale price above

The proceeds of the sale were applied against your obligation to Wells Fargo as follows

Balance Due at time of Sale		\$197,228.80
Sale Proceeds (September 3, 2008)	\$134,375.00	
Less Expenses	<u>(\$32,529.44)</u>	
Net Sale Proceeds Applied to Account		<u>(\$101,845.56)</u>
Delinquency Balance		\$95,383.24

Wells Fargo Equipment Finance, Inc., hereby respectfully request payment in the amount of \$95,383.24

Unless this matter is resolved we will have no alternative but to take further action to protect our interests. As provided under the terms of the Agreement, you are responsible for legal and/or collection fees and expenses incurred by Wells Fargo Equipment Finance, Inc., in the litigation and/or collection of this matter. Wells Fargo would like to work with you on retiring this amount. Please contact the undersigned at 480-379-9246, within ten (10) business days of the date of this letter, so that satisfactory payment arrangements can be made. The seriousness of this matter demands your immediate attention.

Sincerely,

Rachel Owens  
Loan Adjustor

Sent via Certified and Regular Mail

# **EXHIBIT E**

**First Amended Complaint (1 Copy)**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

<b>NEW TODAY BUS CORP.</b>	:	
	:	
<b>Plaintiff/Counter-Defendant,</b>	:	
	:	
<b>v.</b>	:	<b>Civil No.: <u>AW-08-CV-01991</u></b>
	:	
<b>S.J. TRAVEL, CORP., and</b>	:	
<b>SHIH-YING CHENG</b>	:	
<b>HUNG-YING KUEI</b>	:	
	:	
<b>Defendants/Counter-Plaintiffs.:</b>		

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**FIRST AMENDED COUNTER-COMPLAINT**

Defendant and Counter-Plaintiffs, SHIH-YING CHENG and HUNG-YING KUEI, by and through their attorney, Sharon C. Chu, Esq., respectfully represents unto Your Honor:

**Reason for this First Amended Counter-Complaint**

1. On or about September 12, 2008, Defendant and Counter-Plaintiff, SHIH-YING CHENG (hereinafter called "CHENG"), filed the Counter-Complaint against Plaintiff and Counter-Defendant, NEW TODAY BUS CORP. (hereinafter called "NEW TODAY"). (Docket No. 4 & 6).
2. CHENG and his wife and co-defendant and co-counter-plaintiff, HUNG-YING KUEI, now raise the instant First Amended

Counter-Plaintiff, in order to assert Count VI below against NEW TODAY.

**The Parties**

3. Plaintiff and Counter-Defendant, NEW TODAY, is a New York corporation and its principal place of business is in New York.
4. Defendant and Counter-Plaintiff, S.J. TRAVEL, CORP., is a Maryland corporation and its principal place of business is in Rockville, Maryland.
5. Defendant and Counter-Plaintiff, CHENG, is a resident of Maryland, and he is married to Defendant, HUNG-YING KUEI, who is a resident of Maryland.

**Subject Matter Jurisdiction**

6. This Court has subject matter jurisdiction over this Counter-Complaint pursuant to Section 1332 of Title 28 of the United States Code, because of complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.

**Facts Common to All Counts**

7. On or about 2004, Defendant and Counter-Plaintiff, CHENG and Mr. Xiao Hui Zou, who is a Maryland resident, designed and

developed the website known as “www.Apexbus.com.” Visitors to the “www.Apexbus.com” website are and were able to purchase tickets for transportation via bus between large cities along the East Coast of the United States.

8. In addition to designing and developing the website known as “www.Apexbus.com,” with Mr. Xiao Hui Zou, CHENG also paid Eighteen Thousand Dollars (\$18,000) in 2004, for an internet search link that would lead searchers who typed the words “chinatown bus” to the web site at “www.Apexbus.com.”
9. CHENG and Mr. Xiao Hui Zou agreed in 2004, that they were equal owners of the “www.Apexbus.com” website.
10. At the time that the “www.Apexbus.com” website was created by CHENG and Mr. Xiao Hui Zou in 2004, CHENG was the principal shareholder of Defendant and Counter-Plaintiff, S.J. TRAVEL, CORP. (hereinafter called “S.J. TRAVEL”), and CHENG was the sole shareholder of Lotus Tours, Inc., a Maryland corporation.
11. At the time that the “www.Apexbus.com” website was created by CHENG and Mr. Xiao Hui Zou in 2004, S.J. TRAVEL and Lotus

Tours, Inc. owned and operated various buses, and the two (2) corporations' main business consisted of transporting passengers via bus between large cities on the East Coast of the United States.

12. From the time that the "www.Apexbus.com" website was created by CHENG and Mr. Xiao Hui Zou in 2004, through about February 17, 2006, S.J. TRAVEL allocated various buses owned by Lotus Tours, Inc. and S.J. TRAVEL to transport passengers who purchased bus tickets from the "www.Apexbus.com" website.
13. At all relevant times from the time that Mr. Xiao Hui Zou and CHENG designed and created the "www.Apexbus.com" internet website in 2004, to the Present, Mr. Xiao Hui Zou has been responsible for updating, managing, and maintaining said website.
14. On or about February 17, 2006, CHENG entered into an Investment Agreement with Mr. Jia Yong Dong, Mr. Wei Ming He, Ms. Pao Hua Yu, Mr. Xiu Qiao Zhang, and Mr. Xiu Cheng Zheng (hereinafter called the "Investment Agreement"). Attached

hercin as "Exhibit 1" is a copy of the aforementioned Investment Agreement.

15. At the time that CHENG entered into the Investment Agreement on February 17, 2006, CHENG was the sole shareholder of Lotus Tours, Inc., a Maryland corporation, and in turn, Lotus Tours, Inc.'s assets included seventeen (17) of the twenty-two (22) buses listed on Schedule A of the Investment Agreement.
16. Prior to and contemporaneously with the Investment Agreement of February 17, 2006, CHENG and Mr. Xiao Hui Zou, who were the equal co-owners of the "www.Apexbus.com" website, agreed to permit NEW TODAY to be one of the bus/coach providers for customers who purchased tickets through the "www.Apexbus.com" website, and that bus tickets sold by the "www.Apexbus.com" website and serviced by NEW TODAY's buses would become income and assets of NEW TODAY.
17. In exchange for Mr. Xiao Hui Zou's updating, managing, and maintaining the "www.Apexbus.com" website, NEW TODAY and Mr. Xiao Hui Zou agreed that Mr. Xiao Hui Zou or Mr. Zou's company, Zebra International, Inc., would receive a fee equal to

thirteen percent (13%) of the gross sales of all bus tickets sold through the “www.Apexbus.com” website and serviced by NEW TODAY.

18. From about February 17, 2006, to the present, NEW TODAY’s principal business consists of transporting passengers by bus between large cities along the East Coast of the United States, and NEW TODAY’s main source of revenues is derived from bus tickets sold through the “www.Apexbus.com” website.
19. Prior to and contemporaneously with the execution of the Investment Agreement on February 17, 2006, NEW TODAY and CHENG entered into a verbal agreement (a) that CHENG would work full-time at NEW TODAY’s garage at 198 Randolph Street, Brooklyn, New York, as the bus operations manager for NEW TODAY, (b) that CHENG’s job duties included (i) applying for and maintaining all Department of Transportation licenses/permits/certificates, (ii) supervising the inspections and maintenance of all buses, (iii) resolving problems when buses broke down, (iv) ordering parts for buses, (v) renewing license tags for buses, (vi) hiring and firing in-house mechanics, and (vii)

being on-call twenty-four (24) hours per day seven (7) days a week to resolve bus emergencies, and (c) that, in exchange for CHENG's working full-time as the bus operations manager for NEW TODAY, NEW TODAY would pay CHENG a salary of Three Thousand Dollars (\$3,000) per month and would reimburse CHENG for the cost of renting an apartment in New York City.

20. From about February 18, 2006, through May 31, 2006, CHENG worked full-time at NEW TODAY's garage in New York City as NEW TODAY's bus operations manager, and he paid about Nineteen Hundred Dollars (\$1,900) per month during that time as rent for a one (1) bedroom apartment in New York City.
21. To date, NEW TODAY has not paid any salary to CHENG for work rendered by CHENG to NEW TODAY from February 18, 2006, to May 31, 2006, and has not reimbursed CHENG for the expenses that he incurred in renting an apartment in New York City during his employment at NEW TODAY.
22. On or about the latter part of May 2006, CHENG informed NEW TODAY that he would stop working for NEW TODAY as of May 31, 2006, because he had not received any salary from NEW

TODAY and he had not been reimbursed by NEW TODAY for the expenses that he incurred in renting an apartment in New York City.

23. On or about July 2006, CHENG returned his stock certificate representing his ownership of NEW TODAY's shares to NEW TODAY. In exchange for CHENG's surrender of his ownership interest in NEW TODAY, NEW TODAY agreed that buses owned by S.J. TRAVEL or CHENG be bus/coach providers for customers who purchased tickets through the "www.Apexbus.com" website, and that said buses owned by S.J. TRAVEL or CHENG could transport passengers between New York and Washington, D.C., except Chinatown, New York.
24. At the time of CHENG's surrender of his NEW TODAY stock certificate to NEW TODAY in July 2006, CHENG, NEW TODAY, and Mr. Xiao Hui Zou agreed that, in exchange for CHENG's continuing consent to permit NEW TODAY to be one of the bus/coach providers for customers who purchased tickets through the "www.Apexbus.com" website, CHENG would receive royalties equal to three percent (3%) of the gross sales of

all bus tickets purchased through the “www.Apexbus.com” website.

25. At all relevant times prior to about August 2007, visitors to the “www.Apexbus.com” website were able to purchase tickets serviced by buses owned by S.J. TRAVEL. Specifically, at all relevant times prior to about August 2007, the “www.Apexbus.com” listed the address of “510 H Street” in Washington, D.C. as one of the places where customers could get onto or off buses, and said address was a bus stop operated and controlled by S.J. TRAVEL.
26. On or about August 2007, CIENG noticed that S.J. TRAVEL’s business dropped dramatically, and discovered that the “www.Apexbus.com” website no longer listed the address of “510 H Street” in Washington, D.C. as one of the places where customers could get onto or off the bus. Rather, for all buses that used to arrive at or leave from the “510 H Street” location, the “www.Apexbus.com” website now listed the drop off and pick up point as “610 I Street” in Washington, D.C., which was and is a bus stop controlled and operated by NEW TODAY.

27. On or about August 2007, CHENG contacted Mr. Xiao Hui Zou and demanded that Mr. Zou edit the “www.Apexbus.com” website to restore the “510 H Street” location as a pick-up and drop-off point for customers.
28. Mr. Xiao Hui Zou informed CHENG on or about August 2007, that he had been pressured and instructed by NEW TODAY to delete the “510 H Street” location as a pick-up and drop-off point on the “www.Apexbus.com” website. Mr. Zou then told CHENG that he would not edit the “www.Apexbus.com” website to restore the “510 H Street” location as a pick-up and drop-off point for customers, unless NEW TODAY expressly authorized him to do so.
29. S.J. TRAVEL stopped its business of transporting passengers between large cities along the East Coast of the United States on or about August 2007, because its business dramatically declined as it no longer derived any revenues from the “www.Apexbux.com” website.
30. From about August 2006, through about October 2007, Mr. Xiao Hui Zou periodically remitted statements to CHENG regarding

the gross sales of all bus tickets sold through the “www.Apexbus.com” website, and paid royalties to CHENG equal to three percent (3%) of the gross sales of those ticket sales for that period of time. Those royalties were paid by checks issued from the account of Zebra International, Inc. or were paid by direct transfers from the account of Zebra International, Inc. which is a company owned by Mr. Xiao Hui Zou.

31. From November 1, 2007, to the present, Mr. Xiao Hui Zou and NEW TODAY have not paid CHENG any royalties for tickets sold through the “www.Apexbus.com” website.
32. In late 2007, CHENG contacted Mr. Xiao Hui Zou and asked Mr. Zou why he (CHENG) was no longer receiving any royalties for tickets sold through the “www.Apexbus.com” website.
33. Mr. Xiao Hui Zou informed CHENG in late 2007, that he had been instructed by NEW TODAY to cease remitting any royalties to CHENG for tickets sold through the “www.Apexbus.com” website.

## **COUNT I**

### **BREACH OF CONTRACT**

**(By CHENG against NEW TODAY for Breach of Employment  
Contract of February 2006)**

34. Defendant and Counter-Plaintiff, CHENG, incorporates by reference the allegations in Paragraphs 1 through 33, inclusive, as though fully set forth herein.
35. On or about February 17, 2006, CHENG and NEW TODAY entered into an oral agreement, whereby CHENG agreed to work full-time as the bus operations manager for NEW TODAY at NEW TODAY's garage at 198 Randolph Street, Brooklyn, New York, in exchange for NEW TODAY's payment of wages in the amount of Three Thousand Dollars (\$3,000) per month to CHENG and NEW TODAY's reimbursement to CHENG for the cost of renting an apartment in New York City.
36. From February 18, 2006, through May 31, 2006, CHENG worked full-time as the bus operations manager for NEW TODAY at NEW TODAY's garage in 198 Randolph Street, Brooklyn, New York, and was on call twenty-four (24) hours per day seven (7) days a week to respond to emergencies regarding NEW TODAY's buses during that time.

37. From February 18, 2006, through May 31, 2006, CHENG paid a total of Seven Thousand and Six Hundred Dollars (\$7,600) as rent for a one (1)-bedroom apartment that he leased in New York City.
38. On or about May 31, 2006, and at all times thereafter, NEW TODAY refused to pay, and did not pay, the wages of \$10,050 due under the terms of the aforementioned contract and did not pay reimburse CHENG any of the \$7,600 incurred by CHENG as rent for an apartment in New York, and thus NEW TODAY materially breached its aforementioned contract with CHENG.
39. CHENG has incurred damages of Seventeen Thousand Six Hundred and Fifty Dollars (\$17,650) as a result of NEW TODAY's material breach of the aforementioned contract.

WHEREFORE, Defendant and Counter-Plaintiff, SHIH-YING CHENG., prays for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of Seventeen Thousand Six Hundred and Fifty Dollars (\$17,650), plus interest and costs, and any other and further relief as this Court considers proper.

## COUNT II

## **BREACH OF CONTRACT**

### **(By CHENG against NEW TODAY for Breach of July 2006, Contract)**

40. Defendant and Counter-Plaintiff, CHENG, incorporates by reference the allegations in Paragraphs 1 through 39, inclusive, as though fully set forth herein.
41. On or about July 2006, CHENG and NEW TODAY entered into an agreement, whereby CHENG returned his NEW TODAY stock certificate to NEW TODAY, in exchange for NEW TODAY's agreement (a) that buses owned by S.J. TRAVEL or CHENG would be bus/coach providers for customers who purchased tickets through the "www.Apexbus.com" website, (b) that said buses owned by S.J. TRAVEL or CHENG could transport passengers between New York and Washington, D.C., except Chinatown, New York.
42. On or about the time that CHENG surrendered his NEW TODAY's stock certificate to NEW TODAY, CHENG, NEW TODAY, and Mr. Xiao Hui Zou agreed that, in exchange for CHENG's continuing consent to permit NEW TODAY to be one of the bus/coach providers for customers who purchased tickets

through the “www.Apexbus.com” website, CHENG would receive royalties equal to three percent (3%) of the gross sales of all bus tickets purchased through the “www.Apexbus.com” website.

43. On or about August 2007, NEW TODAY breached the agreement described in Paragraph 41 above, when it instructed Mr. Xiao Hui Zou to delete the “510 H Street” location as a pick-up and drop-off point on the “www.Apexbus.com” website, and thus materially breached its agreement to permit buses owned by S.J. TRAVEL or CHENG to be bus/coach providers for customers who purchased tickets through the “www.Apexbus.com” website.
44. As a result of NEW TODAY’s breach of the agreement described in Paragraph 41 above, CHENG has suffered substantial damages which shall be proven at trial, because his company, S.J. TRAVEL, was forced to shut down its business of transporting passengers between New York and Washington, D.C.
45. On or about October 2007, NEW TODAY breached the agreement described in Paragraph 42 above, when it instructed Mr. Xiao Hui Zou to stop remitting royalty payments equal to

three (3) percent of all gross sales generated by the “www.Apexbus.com” website to CHENG.

46. Prior to NEW TODAY’s breach of the agreement described in Paragraph 42 above, CHENG had received royalties averaging approximately Ten Thousand Dollars (\$10,000) per month from the “www.Apexbus.com” website from about August 2006, through October 2007.
47. As a result of NEW TODAY’s breach of the agreement described in Paragraph 42 above, CHENG has suffered substantial damages which shall be proven at trial.

WHEREFORE, Defendant and Counter-Plaintiff, SHIH-YING CHENG., prays for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of Six Million Dollars (\$6,000,000), plus interest and costs, and any other and further relief as this Court considers proper.

### **COUNT III**

#### **ACCOUNTING**

**(By CHENG against NEW TODAY)**

48. Defendant and Counter-Plaintiff, CHENG, incorporates by reference the allegations in Paragraphs 1 through 47, inclusive,

as though fully set forth herein.

49. Pursuant to the terms of the agreement described in Paragraph 42 above, NEW TODAY was obligated to pay CHENG royalties equal to three percent (3%) of all gross sales obtained by NEW TODAY through the "www.Apexbus.com" website.
50. NEW TODAY owed a legal duty to CHENG, pursuant to the terms of the agreement described in Paragraph 42 above, to account for all gross sales that it obtains from the "www.Apexbus.com" website.
51. From about November 1, 2007, to the Present, neither NEW TODAY nor Mr. Xiao Hui Zou nor anyone else has paid any royalties to CHENG, and no one has rendered any accounting to CHENG of the sales that NEW TODAY derives from the "www.Apexbus.com" website.

WHEREFORE, Defendant and Counter-Plaintiff, SHIH-YING CHENG., requests that (a) NEW TODAY be ordered by a decree of this Court to fully and completely account for all sums that NEW TODAY received from transactions from the "www.Apexbus.com" website, (b) CHENG be granted judgment against NEW TODAY in the sum of royalties

found to be due to CHENG after such accounting, with interests and costs, and (c) Plaintiff be granted such other and further relief as may be just and proper.

#### **COUNT IV**

##### **UNJUST ENRICHMENT (By CHENG against NEW TODAY)**

52. Defendant and Counter-Plaintiff, CHENG, incorporates by reference the allegations in Paragraphs 1 through 51, inclusive, as though fully set forth herein.
53. From February 18, 2006, through May 31, 2006, CHENG worked full-time as the bus operations manager at NEW TODAY's garage in New York, and was on call twenty-four (24) hours per day seven (7) days a week during that time.
54. CHENG provided his full-time work as the bus operations manager of NEW TODAY from February 18, 2006, through May 31, 2006, pursuant to NEW TODAY's consent and request.
55. CHENG's hard work as the full-time bus operations manager of NEW TODAY from February 18, 2006, through May 31,

2006, provided a benefit upon NEW TODAY of at least \$17,650.

56. NEW TODAY was aware of, and had knowledge of, the benefits conferred upon it by CHENG's full-time work during this period of time (i.e., from February 18, 2006, through May 31, 2006).
57. NEW TODAY's acceptance and use of CHENG's full-time services as the bus operations manager of NEW TODAY from February 18, 2006, through May 31, 2006, and refusal to pay for any of the benefits from CHENG's services, make it inequitable for NEW TODAY to retain these benefits without payment for their value.
58. From November 1, 2007, through the present, NEW TODAY used the "www.Apexbus.com" website to sell bus tickets, and received millions of dollars of income from bus tickets sold through the "www.Apexbus.com" website.
59. NEW TODAY was aware of, and had knowledge of, the fact that CHENG was the equal co-owner of the "www.Apexbus.com" website, and that CHENG was entitled to

royalties equal to three percent (3%) of the gross sales derived from NEW TODAY from said website.

60. NEW TODAY's acceptance and use of the "www.Apexbus.com" website and retention of millions of dollars of income derived from bus tickets sold through said website, and refusal to pay any royalties to CHENG, make it inequitable for NEW TODAY to retain those benefits without payment for their value.

WHEREFORE, Defendant and Counter-Plaintiff, SHIH-YING CHENG, prays for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of Five Hundred Thousand Dollars (\$500,000), plus interest and costs, and any other and further relief as this Court considers proper.

## **COUNT V**

### **FRAUD**

**(By CHENG against NEW TODAY)**

61. Defendant and Counter-Plaintiff, CHENG, incorporates by reference the allegations in Paragraphs 1 through 60, inclusive, as though fully set forth herein.

62. On or about February 2006, Mr. Xiu Qiao Zhang, acting as the President and authorized agent of NEW TODAY, represented to CHENG that NEW TODAY would pay CHENG wages in the amount of Three Thousand Dollars (\$3,000) per month to CHENG and that NEW TODAY would reimburse CHENG for the cost of renting an apartment in New York City.
63. Mr. Xiu Qiao Zhang knew that his representation on behalf of NEW TODAY to pay CHENG wages in the amount of Three Thousand Dollars (\$3,000) per month and to reimburse CHENG for the cost of renting an apartment in New York City was false when he made it. Mr. Zhang asserted that representation with actual malice and with the intention of inducing CHENG to work full-time as the bus operations manager of NEW TODAY and to rent an apartment in New York during his (CHENG's) employment at NEW TODAY's garage in New York and to defraud CHENG.
64. CHENG would not have worked full-time as the bus operations manager of NEW TODAY at NEW TODAY's garage in New York, from February 18, 2006, through May 31, 2006, and he

would not have rented an apartment in New York during that time, had he known that NEW TODAY's representation of paying him \$3,000 per month in wages and of reimbursing him for his apartment rental expenses was false.

65. Mr. Zhang acting for NEW TODAY knew that his representation that NEW TODAY would pay CHENG \$3,000 per month in wages and would reimburse CHENG for his apartment rental expenses was material, because he knew that CHENG would not have worked at NEW TODAY and CHENG would not have rented the apartment in New York if CHENG had known that Mr. Zhang's representation was false.
66. CHENG actually relied upon the representation of NEW TODAY as described in Paragraph 62 above and was justified in his reliance, because the total amount of wages and apartment expenses charged by CHENG for his services was at or below the then prevailing market salary charged in the bus/motor coach industry for full-time bus operations managers, and CHENG did not know or have any reason to know that Mr. Zhang/NEW TODAY was lying about paying CHENG's salary and about

reimbursing CHENG for CHENG's apartment rental expenses.

67. As a result of NEW TODAY's fraudulent representation as set forth in Paragraphs 62 through 66 of this Counter-Complaint, CHENG has suffered damages of Seventeen Thousand Six Hundred and Fifty Dollars (\$17,650).

WHEREFORE, Defendant and Counter-Plaintiff, SHIH-YING CHENG, prays for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of Seventeen Thousand Six Hundred and Fifty Dollars (\$17,650), plus punitive damages in the amount of reasonable's attorney's fees and costs incurred by CHENG., plus interest and costs, and any other and further relief as this Court considers proper.

## **COUNT VI**

### **BREACH OF CONTRACT**

**((By CHENG and HUNG-YING KUEI against NEW TODAY))**

68. Defendants and Counter-Plaintiffs, CHENG and his wife, HUNG-YING KUEI (hereinafter collectively called the "CHENGs"), incorporates by reference the allegations in Paragraphs 1 through 67, inclusive, as though fully set forth herein.
69. Prior to and at the time that CHENG entered into the Investment

Agreement on February 17, 2006, he informed NEW TODAY and the other parties to the Investment Agreement that, of the seventeen (17) buses transferred by Lotus Tours, Inc. to NEW TODAY as set forth on Schedule A of the Investment Agreement (hereinafter called the "Lotus Buses"), he and his wife, HUNG-YING KUEI, personally guaranteed most, if not all, of the loans for those buses.

70. At the time that CHENG entered into the Investment Agreement on February 17, 2006, the Lotus Buses were wholly titled in the name of and owned by Lotus Tours, Inc., a Maryland corporation. In turn, CHENG was the sole shareholder of Lotus Tours, Inc. at the time that he entered into the Investment Agreement.
71. Prior to and at the time that CHENG entered into the Investment Agreement on February 17, 2006, CHENG, NEW TODAY, and the other parties to the Investment Agreement agreed that, in exchange for Lotus Tours, Inc.'s transfer of all rights, title, and interest in the seventeen (17) Lotus Buses to NEW TODAY, NEW TODAY (a) would pay all monthly payments due to lien holders of the Lotus Buses after February 20, 2006, (b) would pay

all taxes, tags, and all other expenses incurred by the Lotus Buses after February 20, 2006, (c) would assume all other liability, costs, and expenses for the Lotus Buses after February 20, 2006, and (d) would indemnify the CHENGs for all damages and liability incurred by the CHENGs as a result of NEW TODAY's failure to pay the monthly payments and/or any and all other expenses incurred by the Lotus Buses after February 20, 2006.

72. On or about March 1, 2008, and at multiple times thereafter, NEW TODAY refused to pay, and did not pay the monthly installment payments due for Coach I.D. 8688, which is one of the Lotus Buses, and thus NEW TODAY has materially breached the contract described in Paragraph 71 above.
73. As a result of NEW TODAY's failure to pay the monthly payments due for one (1) of the Lotus Buses (i.e., Coach I.D. 8688 as identified in Schedule A of the Investment Agreement) from about March 2006, through the date of this First Amended Complaint, Wells Fargo, which is the lien holder of said Lotus Bus (i.e., Coach I.D. 8688), seized and sold Coach I.D. 8688 on or about September 3, 2008.

74. On or about December 2, 2008, the CHENGs received a letter dated November 12, 2008, from Wells Fargo. Attached herein as "Exhibit 2" is a copy of said letter that Wells Fargo sent to the CHENGs.
75. In its letter of November 12, 2008, to the CHENGs, Wells Fargo notified the CHENGs that, because the CHENGs personally guaranteed the loan for Coach I.D. 8688, which is one of the Lotus Buses, the CHENGs owed Wells Fargo \$95,383.24, which is the difference between the balance on the loan for said bus and the proceeds Wells Fargo obtained from the sale of said bus.
76. The CHENGs have incurred damages of \$95,383.24, and may continue to incur additional interest charges, attorney's fees charged by Wells Fargo under the personal guaranty, and other costs, as a result of NEWTODAY's material breach of the contract described in Paragraph 71 above.

WHEREFORE, Defendants and Counter-Plaintiffs, SHIH-YING CHENG and HUNG-YING KUEI, pray for judgment against Plaintiff and Counter-Defendant, NEW TODAY, in the amount of Ninety-five Thousand Three Hundred Eighty-three Dollars and Twenty-four Cents (\$95,383.24), plus

all other interests, attorney's fees, and costs assessed against the CHENGs by Wells Fargo, and any other and further relief as this Court considers proper.

SHIH-YING CHENG and HUNG-YING KUEI, Defendants and Counter-Plaintiffs

By: /s/ Sharon C. Chu  
Sharon C. Chu (Md.Fed.Bar#11605)  
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Attorney for Defendants

**JURY DEMAND**

Defendants and Counter-Plaintiffs, SHIH-YING CHENG and HUNG-YING KUEI, request a trial by jury.

/s/ Sharon C. Chu  
Sharon C. Chu

**IN THE SURFACE TRANSPORTATION BOARD  
OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION**

**In re Stagecoach Group PLC and :  
Coach USA, Inc. et al.'s Acquisition and :  
Control of New Today Bus Corp. : STB Docket No.: MC-F-21030  
and New Today Bus, Inc. :**

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**CERTIFICATE OF SERVICE**

I, Sharon C. Chu, Esq., counsel for S.J. TRAVEL, CORP., SHIH-YING CHENG and HUNG-YING KUEI, hereby certify that, on December 12, 2008, a copy of the foregoing Letter dated December 12, 2008, from Sharon C. Chu, Esq., to the Surface Transportation Board, the Affidavit of Shih-Ying Cheng with all attachments thereto, and the instant Certificate of Service were sent by first-class mail, postage prepaid, to the following:

1. David H. Coburn, Esq. and Scott M. Mirelson, Esq.  
STEPTOE AND JOHNSON, LLP  
1330 Connecticut Avenue, N.W.  
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2. Joel S. Aronson, Esq.  
Genevieve J. Quarfoot, Esq.  
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/s/ Sharon C. Chu  
Sharon C. Chu

