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8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11  
12 THE PEOPLE OF THE STATE OF  
CALIFORNIA,

13  
14 Plaintiff,

15 v.

16 VOYAGEURS INTERNATIONAL,  
LTD. and GILFORD MAHAFFY,

17  
18 Defendants.

Case No. 21LBCV00340

**STIPULATION FOR ENTRY OF FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION**

**EXHIBIT A [PROPOSED] FINAL  
JUDGMENT AND PERMANENT  
INJUNCTION**

19 Plaintiff, the People of the State of California ("Plaintiff" or "People"), appearing through  
20 its attorney, Rob Bonta, Attorney General of the State of California, by Supervising Deputy  
21 Attorney General Jon F. Worm and Deputy Attorney General Joseph A. Ragazzo, and Defendants  
22 Voyageurs International, Ltd. and Gilford Mahaffy (collectively, "Defendants"), appearing  
23 through their attorneys John R. Flanders and Margaret Pflueger of Campell, Killin, Brittan &  
24 Ray, stipulate as follows:

25 1. The Final Judgment and Permanent Injunction ("Judgment"), a copy of which is  
26 attached as Exhibit A, may be entered in this matter, and said entry of judgment may be ordered  
27  
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1 by a Judge of the Superior Court. The Parties hereby stipulate and agree that the Judgment  
2 includes an injunction under Business and Professions Code section 17203.

3 2. Concurrently with the filing of this Stipulation, the People have filed their  
4 Complaint in the matter alleging that Defendants committed violations of Business and  
5 Professions Code section 17200.

6 3. This Court has jurisdiction over the subject matter of this action and the Parties to  
7 this action; venue is proper in this County; and this Court has jurisdiction to enter this Judgment.

8 4. The terms of this Judgment shall be governed by the laws of the State of  
9 California.

10 5. The Parties waive their right to move to set aside the Judgment through any  
11 collateral attack, and further waive their right to appeal from the Judgment. Nothing herein shall  
12 waive any right to appeal from any decision in connection with a future effort to enforce the  
13 Judgment.

14 6. The People may submit the Judgment to any judge or commissioner of the Court  
15 for approval and signature, including during the Court's ex parte calendar or on any other ex parte  
16 basis. Defendants waive their right to any personal notice of any such ex parte submission of the  
17 Judgment of the Court.

18 7. The Parties are represented by counsel and have agreed on a basis for settlement of  
19 the matters alleged in the People's Complaint. The Parties agree to entry of the Judgment without  
20 the need for trial, discovery in this action, or adjudication of any issue of law or fact. Each party  
21 and signatory to this stipulation represents that it freely and voluntarily enters into this judgment  
22 without any degree of duress or compulsion. Defendants acknowledge that they are able to abide  
23 by the provisions of the Judgment. Defendants further acknowledge that a violation of the  
24 Judgment may result in additional relief under Business & Professions Code section 17207.

25 8. The Parties agree and acknowledge that the Judgment does not constitute an  
26 approval by the Attorney General of any of Defendants' business practices, and Defendants shall  
27 make no representation or claim to the contrary.

1           9. Defendants will accept service of any Notice of Entry of Judgment entered in this  
2 action by email and overnight delivery of such notice to their counsel of record and agree that  
3 email and overnight delivery of the Notice of Entry of Judgment will be deemed personal service  
4 upon Defendant for all purposes.

5           10. Undersigned counsel for the People represents and warrants that he or she is fully  
6 authorized to execute this Judgment on behalf of the People.

7           11. Undersigned counsel for the Defendants represents and warrants that he or she is  
8 fully authorized to execute this Judgment on behalf of Defendants.

9           12. This Stipulation may be executed in counterparts, and the Parties agree that a  
10 facsimile or scanned signature shall have the same force and effect as an original signature.

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12  
13  
14 Dated: 6-22-2021

ROB BONTA  
Attorney General of California

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17 BY: \_\_\_\_\_  
JOSEPH A. RAGAZZO  
Deputy Attorney General

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Dated: 6-18-2021

CAMPBELL, KILLIN, BRITTAN, & RAY LLC

BY: 

Attorneys for Defendants

Date: 6-17-2021

  
BY: GILFORD MAHAFFY  
President, Voyageurs International, Ltd.



# EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF  
CALIFORNIA,

Plaintiff,

v.

VOYAGEURS INTERNATIONAL, LTD. and  
GILFORD MAHAFFY,

Defendants,

Case No.

**[PROPOSED] FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

Plaintiff, the People of the State of California (“PLAINTIFF” or “PEOPLE”), has filed a Complaint for permanent injunction and other relief in this matter, alleging that Defendants Voyageurs International, Ltd. and Gilford Mahaffy (collectively, “DEFENDANTS”) have violated California Business and Professions Code section 17200 et seq. DEFENDANTS deny the allegations. PLAINTIFF, by its counsel, and DEFENDANTS, by their counsel, have agreed to the entry of this Final Judgment (“Judgment”) by the Court without the taking of proof and without trial or adjudication of any fact or law, and without this Judgment constituting evidence of or an admission by DEFENDANTS regarding any issue of law or fact alleged in the

1 Complaint, and with all parties having waived their right to appeal. The Court having considered  
2 the matter and good cause appearing,

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

4 **I. PARTIES AND JURISDICTION**

5 1. This Court has jurisdiction over the subject matter of the PEOPLE's Complaint  
6 filed in this action and over the Parties, and is a proper venue for this action.

7 2. The terms of this Judgment shall be governed by the laws of the State of  
8 California.

9 **II. DEFINITIONS**

10 3. For the purposes of this Judgment:

11 a. "DEFENDANTS" means Voyageurs International, Ltd. and Gilford  
12 Mahaffy, collectively.

13 b. "ELIGIBLE CONSUMER" means a PARTICIPANT who was charged a  
14 cancellation fee or penalty by VOYAGEURS or who otherwise had any funds withheld by  
15 VOYAGEURS following VOYAGEURS' cancellation of their 2020 SUMMER TOUR.

16 c. "PARTICIPANT" means any California resident who signed the  
17 PARTICIPANT CONTRACT for the 2020 SUMMER TOUR and paid the applicable deposit  
18 including any parent, guardian or chaperone.

19 d. "PARTICIPANT CONTRACT" means the Ambassadors of Music  
20 Participant Application/Contract provided to each PARTICIPANT.

21 e. "PLAINTIFF" or "PEOPLE" means Plaintiff the People of the State of  
22 California.

23 f. "VOYAGEURS" means Voyageurs International, Ltd., and all of its  
24 officers, directors, shareholders, employees, representatives, agents, affiliates, parents,  
25 subsidiaries, operating companies, assigns and successors, and any other affiliated entity that is  
26 working under a contract to provide any type of services to or for Voyageurs International, Ltd.  
27 subsequent to its entering into this agreement.  
28

1           g.     “2020 SUMMER TOUR” means the 2020 Voyageurs Ambassadors of  
2 Music Tour, which included California residents as PARTICIPANTS.

3                               **III.     COMPLIANCE PROVISIONS**

4           4.     The injunctive provisions of this Judgment shall apply to DEFENDANTS and  
5 Voyageurs’ officers, directors, shareholders, employees, representatives, agents, affiliates,  
6 parents, subsidiaries, operating companies, assigns, successors, and any other persons acting on  
7 behalf of Voyageurs.

8           5.     In accordance with California Business and Professions Code section 17203,  
9 DEFENDANTS are hereby permanently enjoined and restrained from engaging, directly or  
10 indirectly, in the following acts or practices:

11                   a.     Making any untrue or misleading statement orally and/or in writing which  
12 DEFENDANTS knew or should have known was untrue or misleading at the time such statement  
13 was made;

14                   b.     Failing to clearly and conspicuously disclose all terms and conditions  
15 relating to the purchase of transportation or travel services in any PARTICIPANT CONTRACT,  
16 in violation of California Business and Professions Code section 17550.13;

17                   c.     Failing to clearly and conspicuously disclose in any PARTICIPANT  
18 CONTRACT that upon cancellation of the transportation or travel services, where the passenger  
19 is not at fault and has not canceled in violation of any terms and conditions previously clearly and  
20 conspicuously disclosed to and agreed to by the passenger, all sums paid to the seller of travel for  
21 services not provided will be promptly paid to the passenger, unless the passenger otherwise  
22 advises the seller of travel in writing after cancellation, as required under California Business and  
23 Professions Code section 17550.13, subdivision (a)(1)(E);

24                   d.     Charging cancellation fees to consumers in instances where  
25 DEFENDANTS are unable or unwilling to provide the travel services purchased in violation of  
26 California Business and Professions Code section 17550.14;

27                   e.     Failing to promptly refund all moneys paid for transportation or travel  
28 services not actually provided, in violation of California Business and Professions Code

1 section 17550.14;

2 f. Failing to comply with all other provisions of the California Seller of  
3 Travel Law as set forth in Business & Professions Code sections 17550 through 17550.25;

4 g. Engaging in any acts or practices that violate California Business and  
5 Professions Code section 17200.

6 **IV. CONSUMER RESTITUTION**

7 6. Pursuant to Business and Professions Code section 17203, DEFENDANTS shall  
8 provide full restitution to each ELIGIBLE CONSUMER no later than thirty (30) after entry of  
9 this Judgment. DEFENDANTS shall also comply with the following:

10 a. In the event that any refund check sent to an ELIGIBLE CONSUMER is  
11 returned as undeliverable, DEFENDANTS shall use their best efforts to contact the  
12 ELIGIBLE CONSUMER and locate an alternative address, and DEFENDANTS shall  
13 promptly send a refund check to the alternative address. Checks returned with forwarding  
14 address information included shall promptly be delivered to the forwarding address in  
15 question.

16 b. Within thirty (30) days from the date of entry of this Judgment,  
17 DEFENDANTS shall provide the California Attorney General with a written report listing:  
18 (1) the name, address, email address, and telephone number if known of each ELIGIBLE  
19 CONSUMER, and the total amount paid to VOYAGEURS for the 2020 SUMMER TOUR;  
20 (2) the amount of funds withheld by VOYAGEURS from ELIGIBLE CONSUMERS for  
21 cancellation fees, penalties, or otherwise; (3) the total amount of restitution owed to each  
22 ELIGIBLE CONSUMER, and the date and amount of any refund paid to each ELIGIBLE  
23 CONSUMER; (4) the name of each ELIGIBLE CONSUMER whose refund check was  
24 returned or uncashed; and (5) any amount not refunded to each ELIGIBLE CONSUMER,  
25 and the reason the amount was not refunded. DEFENDANTS shall certify that said written  
26 report is a true, complete, and accurate list of all California ELIGIBLE CONSUMERS who  
27 were charged a cancellation fee or penalty as a result of VOYAGEURS' cancellation of  
28 their 2020 SUMMER TOUR. Upon request, DEFENDANTS shall provide the California



1 Attorney General with access to information sufficient to confirm the accuracy of the  
2 information provided.

3 c. In the event that DEFENDANTS discover or become aware of any  
4 ELIGIBLE CONSUMER not provided a refund and omitted from the written report  
5 provided pursuant to paragraph 6.b. above, they shall promptly notify the Office of the  
6 Attorney General and mail a refund check to each identified ELIGIBLE CONSUMER.

7 7. DEFENDANTS shall pay any unclaimed restitution to the California Attorney  
8 General's Office to be used as cost reimbursement or for payment of restitution. The payment  
9 shall be made pursuant to instructions to be provided by the California Attorney General's Office.  
10 Defendants shall be responsible for any mail or bank charges incurred for processing checks or  
11 wire transfers.

## 12 **V. MONITORING AND REPORTING**

13 8. In addition to the written report provided to the Attorney General pursuant to  
14 paragraph 6.b., DEFENDANTS shall prepare and provide two reports to the Attorney General  
15 documenting its compliance with this Judgment. The first report shall be provided one hundred  
16 eighty (180) days after entry of this Judgment. The second and final compliance report shall be  
17 provided three hundred sixty (360) days after entry of this Judgment, unless PLAINTIFF and  
18 DEFENDANTS agree in writing to a different schedule.

19 9. DEFENDANTS' compliance reports shall set forth the following information:

20 a. The name, address, and telephone number if known, of all ELIGIBLE  
21 CONSUMERS who were issued refund checks pursuant to this Judgment, the amount of  
22 each refund check, and whether each refund check was cashed.

23 b. The name, address, and telephone number if known, of each ELIGIBLE  
24 CONSUMER or PARTICIPANT who contacted DEFENDANTS after entry of this  
25 Judgment requesting a full or partial refund for cancellation of the 2020 SUMMER TOUR  
26 and was denied a refund, and the reasons for said denial.

1 c. A detailed description of any violations of the terms of this Judgment,  
2 including without limitation the date and nature of any such violations and what measures  
3 have been taken to remedy the violation and prevent additional violations.

4 d. A certification by DEFENDANTS that the information provided in each  
5 written report is true, complete, and accurate to the best of their knowledge.

6 10. DEFENDANTS shall retain records documenting its compliance reports and upon  
7 request, DEFENDANTS shall provide the California Attorney General with such records. Such  
8 requests shall be made in writing, and DEFENDANTS shall have thirty (30) days from receipt of  
9 such a request to respond, unless the Parties agree in writing to a longer response time.

#### 10 VI. SUBMISSIONS

11 11. Submissions required to be sent to the People or to DEFENDANTS under this  
12 Judgment shall be sent by email and US Mail. All notices, reports, and correspondence to the  
13 People shall be sent to the following:

14 Joseph A. Ragazzo  
15 Deputy Attorney General  
16 455 Golden Gate Avenue, Suite 11000  
17 San Francisco, CA 94102-7004  
18 [joseph.ragazzo@doj.ca.gov](mailto:joseph.ragazzo@doj.ca.gov)

17 All notices and correspondence to DEFENDANTS shall be sent by email and US Mail to the  
18 following:

19 John R. Flanders, Attorney,  
20 Campbell, Killin, Brittan, & Ray LLC,  
21 270 Saint Paul St., Suite 300,  
22 Denver, CO 80206  
23 [JFlanders@ckbrlaw.com](mailto:JFlanders@ckbrlaw.com)  
24 [MPflueger@ckbrlaw.com](mailto:MPflueger@ckbrlaw.com)  
25 [PParrott@ckbrlaw.com](mailto:PParrott@ckbrlaw.com)

#### 24 VII. GENERAL PROVISIONS

25 12. This Judgment shall be binding upon DEFENDANTS. In no event shall any  
26 assignment or any right, power, or authority under this Judgment void a duty to comply with the  
27 Judgment.  
28

1           13. Effective upon fulfillment of all obligations in Sections III, IV, and V of this  
2 Judgment, and subject to the reservations in Paragraph 14, the California Attorney General  
3 releases and discharges DEFENDANTS and Voyageurs International, Ltd.'s current and former  
4 directors, officers, owners, employees and agents, from any civil claims the People could assert  
5 under Business & Professions Code section 17200 et seq. for any of the acts or practices alleged  
6 in the Complaint in this action that occurred prior to the entry of Judgment. Nothing in this  
7 paragraph shall be construed to limit the ability of the California Attorney General to enforce the  
8 obligations that DEFENDANTS have under this Judgment.

9           14. Notwithstanding any term of this Judgment, specifically reserved and excluded from  
10 the release in Paragraph 13 as to any entity or person are any and all of the following:

11                 a. Any criminal liability that any person or entity has or may have to the  
12 California Attorney General;

13                 b. Any civil or administrative liability that any person or entity has or may  
14 have to the California Attorney General, under any statute, regulation or rule not expressly  
15 covered by the release in Paragraph 13, including, but not limited to, claims to enforce the terms  
16 and conditions of this Judgment;

17                 c. Any liability which any person or entity has or may have to individual  
18 consumers.

19           15. Nothing in this Judgment shall be deemed to be an approval by the State of California  
20 or the California Attorney General of any of DEFENDANTS' advertising or business practices.  
21 Further, neither DEFENDANTS nor anyone acting on their behalf shall state or imply, or cause to  
22 be stated or implied, that the California Attorney General or any other governmental unit of  
23 California has approved, sanctioned, or authorized any practice, act, advertisement, or conduct of  
24 DEFENDANTS.

25           16. The exclusive right to enforce any violation of this Judgment shall be with the parties  
26 to this Judgment and the Court.

27           17. The Court will retain jurisdiction over the subject matter of the Judgment for the  
28 purpose of enabling the People, by and through the Attorney General, to apply to this Court for

1 such further orders and directions as may be necessary or appropriate for the construction and  
2 modification of the injunction provisions of this Judgment, and for enforcement of this  
3 Judgment.

4 18. DEFENDANTS shall cooperate fully with the Attorney General's Office in any  
5 investigation concerning compliance with this Judgment.

6 19. DEFENDANTS shall pay all court costs and reasonable attorneys' fees associated  
7 with any filings to successfully enforce any provision of this Judgment.

8 20. This Judgment shall take effect immediately upon entry thereof.

9 21. The clerk is ordered to enter this Judgment forthwith.

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11 **IT IS SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

12  
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14 Judge of the Superior Court  
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**DECLARATION OF SERVICE BY E-MAIL and U.S. Mail**

Case Name: The People of the State of California v. Voyageurs International, Ltd. and  
Gilford Mahaffy

No.:

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business.

On June 22, 2021, I served the attached

**Stipulation for Entry of Final Judgment and Permanent Injunction; Exh. A [Proposed]  
Final Judgment and Permanent Injunction**

**Complaint for Permanent Injunction Restitution, Civil Penalties, and Other Equitable  
Relief**

**[Proposed] Final Judgment and Permanent Injunction**

by transmitting a true copy via electronic mail. In addition, I placed a true copy thereof enclosed in a sealed envelope, in the internal mail system of the Office of the Attorney General, addressed as follows:

**John R. Flanders, Attorney  
Campbell, Killin, Brittan, & Ray LLC,  
270 Saint Paul St., Suite 300  
Denver, CO 80206**

**Email: JFlanders@ckbrlaw.com; MPflueger@ckbrlaw.com; PParrott@ckbrlaw.com**

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on June 22, 2021, at San Francisco, California.

Bethsaida G. Rico  
Declarant

  
Signature