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[EXEMPT FROM FILING FEES  
UNDER GOVERNMENT CODE  
SECTION 6103]

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17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF SAN MATEO

20 THE PEOPLE OF THE STATE OF  
21 CALIFORNIA,

22 Plaintiff,

23 v.

24 NAWAS INTERNATIONAL TRAVEL  
25 SERVICE, INC.,

26 Defendant.

Case No. \_\_\_\_\_

**COMPLAINT FOR PERMANENT  
INJUNCTION, RESTITUTION, CIVIL  
PENALTIES, AND OTHER  
EQUITABLE RELIEF**

**(Bus. & Prof. Code, § 17200 et seq.)**

1 Plaintiff, the People of the State of California, by and through Rob Bonta, Attorney  
2 General of the State of California, and Stephen M. Wagstaffe, San Mateo County District  
3 Attorney, allege the following on information and belief:

4 INTRODUCTION

5 1. California's Seller of Travel Act provides specific protections to consumers  
6 purchasing travel services and requires all sellers of travel doing business in California to register  
7 with the Attorney General's Office. The purposes of the Act include eliminating unfair  
8 advertising and deceptive business practices; establishing standards that will safeguard consumers  
9 against financial hardship; and encouraging competition, fair dealing, and prosperity in the travel  
10 business.

11 2. Nawas International Travel Service, Inc. (Nawas) provides travel related services,  
12 including marketing, organizing, and selling religious tours of the Holy Land, Europe, and other  
13 destinations, including the Oberammergau Passion Play held in Oberammergau, Germany. In  
14 2020, in the midst of the COVID-19 pandemic, the company canceled many of its scheduled  
15 tours. In doing so, however, it failed to accurately disclose cancellation costs the company had  
16 incurred, and unlawfully retained portions of funds paid by consumers as "cancellation fees" in  
17 violation of California law.

18 3. In this action, the People seek an order permanently enjoining Defendant from  
19 engaging in these unlawful, unfair, and fraudulent practices, civil penalties, as well as restitution  
20 for California consumers and other relief available under California law.

21 DEFENDANT AND VENUE

22 4. Defendant Nawas International Travel Service, Inc. (Nawas) is a California-based  
23 travel business with its principal place of business in San Mateo County. At all times material to  
24 this lawsuit, Nawas was registered to do business in California as a Seller of Travel pursuant to  
25 Business & Professions Code sections 17550 et seq., and conducted and/or contracted business  
26 through its agents, employees, and representatives in counties throughout the State of California,  
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1 including San Mateo. The violations of law alleged in this Complaint occurred in the County of  
2 San Mateo and elsewhere in the State of California.

3 THE CALIFORNIA SELLER OF TRAVEL ACT

4 5. The California Seller of Travel Act ("CSTA") (Bus. & Prof. Code section 17550 et  
5 seq.) regulates the advertising, sales, and business practices of "Sellers of Travel," and requires  
6 all such entities doing business in California to register with the Office of the Attorney General.

7 6. The CSTA requires all Sellers of Travel to furnish, upon payment for any travel  
8 services, written materials to consumers setting forth "[a] clear and conspicuous statement that  
9 upon cancellation of the transportation or travel services, where the passenger is not at fault and  
10 has not canceled in violation of any terms and conditions previously clearly and conspicuously  
11 disclosed to and agreed to by the passenger, all sums paid to the seller of travel for services not  
12 provided will be promptly paid to the passenger, unless the passenger otherwise advises the seller  
13 of travel in writing, after cancellation." (Bus. & Prof. Code § 17550.13 subd. (a)(1)(E).)

14 7. The CSTA also requires all Sellers of Travel to return all moneys paid for  
15 transportation or travel services not actually provided to the passenger, either within three days  
16 from the day the seller of travel is first unable to provide travel related services, or thirty days  
17 from the scheduled departure date, the date the passenger requests a refund, or the date of  
18 cancellation by the seller of travel, with certain narrow exceptions. (Bus. & Prof. Code §  
19 17550.14 subd. (a).)

20 DEFENDANT'S BUSINESS ACTS AND PRACTICES

21 8. Nawas is a family-owned seller and provider of tours to various religious sites  
22 around the world, including sites in the Middle East and Europe. Nawas has been in business  
23 since 1949, and has California offices in Menlo Park and Claremont, as well as an East Coast  
24 office in Darien, Connecticut.

25 9. Nawas advertises, markets, offers and sells its religious tours largely through  
26 clergy, and those clergy in turn find members of their congregations to purchase and participate in  
27 the tours. Many of Nawas's travelers are senior citizens. Among other tours, Nawas specializes  
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1 in selling and providing group tours to Oberammergau, Germany, a town in Bavaria whose  
2 residents have hosted a Passion Play every ten years since the 17th Century.

3 10. In 2020, due to the Coronavirus pandemic, Nawas canceled hundreds of its  
4 international tours, including tours to the Summer 2020 Oberammergau Passion Play.

5 11. After the 2020 tour cancellations, rather than refunding the full amount of the  
6 travelers' deposits and tour payments, Nawas gave travelers a choice: either (1) roll over some of  
7 their payments to apply to travel in 2021 and 2022 (including for the rescheduled Oberammergau  
8 Passion Play in 2022); or (2) receive a partial refund of amounts paid to Nawas, minus a  
9 "cancellation fee." These cancellations fees ranged between \$200 and \$1150 per traveler.

10 12. Nawas claimed its "cancellation fees" were meant to cover prepaid costs that it  
11 could not recover from suppliers, such as hotels and restaurants. Yet when travelers asked for the  
12 records of such payments, or how cancellation fees were determined, Nawas failed to provide any  
13 proof or documentation establishing how these funds were disbursed as required under the CSTA.

14 13. Instead Nawas informed customers that it was allowed to withhold cancellation  
15 fees under the cancellation provisions found in its written terms and conditions, despite the fact  
16 that consumers were not at fault, in violation of the CSTA.

17 14. In all, Nawas withheld approximately \$560,000 in "cancellation fees" from  
18 approximately 600 California travelers whose tours were canceled in 2020.

19 FIRST CAUSE OF ACTION

20 VIOLATIONS OF BUSINESS AND PROFESSIONS CODE SECTION 17200

21 (Unfair Competition Law)

22 15. The People reallege and incorporate by reference each of the paragraphs above as  
23 though fully set forth in this cause of action.

24 16. Defendant has engaged in, and continues to engage in, acts and practices that are  
25 unlawful, unfair, or fraudulent, and which constitute unfair competition within the meaning of the  
26 Unfair Competition Law, Business and Professions Code section 17200, et seq. These acts or  
27 practices include, but are not limited to, the following:

1 a. Defendant failed to provide full refunds to consumers after cancelling its  
2 2020 tours in violation of Business and Professions Code section 17550.14;

3 b. Defendant failed to establish or provide proper written cancellation fee  
4 policies and disclosures to consumers in violation of Business & Professions Code section  
5 17550.13; and

6 c. Defendant's retention of funds as "cancellation fees" upon its cancellation  
7 of its 2020 tours is fraudulent and/or unfair within the meaning of the Unfair Competition Law.

8 PRAYER FOR RELIEF

9 WHEREFORE, Plaintiff prays for judgment as follows:

10 1. That Defendant, its successors, agents, representatives, employees, and all persons  
11 who act in concert with them be permanently enjoined from engaging in unfair competition  
12 within the meaning of Business and Professions Code section 17200 et seq., including, but not  
13 limited to, the acts and practices alleged in this Complaint, under the authority of Business and  
14 Professions Code section 17203;

15 2. That the Court make such orders or judgments as may be necessary to prevent the  
16 use or employment by Defendant of any practice that constitutes unfair competition or as may be  
17 necessary to restore to any person in interest any money or property that may have been acquired  
18 by means of such unfair competition, under the authority of Business and Professions Code  
19 section 17203;

20 3. That the Court assess a civil penalty of \$2,500 against Defendant for each  
21 violation of Business and Professions Code section 17200 in an amount according to proof, under  
22 the authority of Business and Professions Code section 17206;

23 4. That the Court assess an additional penalty of \$2,500 for each violation of  
24 Business and Professions Code section 17200 perpetrated against any disabled person or senior  
25 citizen, in an amount according to proof, under the authority of Business and Professions Code  
26 section 17206.1(a) and 17206.1(b);

27 5. That Plaintiff be awarded its costs of suit; and


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6. For such other and further relief that the Court deems just and proper.

Dated: 6/24/2025


Respectfully Submitted,

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Dated: 6/24/2025

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