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24
25 SUPERIOR COURT OF THE STATE OF CALIFORNIA
26
27 COUNTY OF SAN MATEO
28

21 THE PEOPLE OF THE STATE OF
22 CALIFORNIA,

23 Plaintiff,

24 v.

25 NAWAS INTERNATIONAL TRAVEL
26 SERVICE, INC.,

27 Defendant.
28

Case No.

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

[STIPULATION FOR ENTRY OF FINAL
JUDGMENT filed concurrently herewith]

1 Plaintiff, the People of the State of California, appearing through their attorneys, Rob
2 Bonta, Attorney General of the State of California, by Deputy Attorney General Joseph A.
3 Ragazzo; and Stephen M. Wagstaffe, San Mateo County District Attorney, by Deputy District
4 Attorney Joel W. McComb, have filed a Complaint for permanent injunction and other relief in
5 this matter, alleging that Defendant Nawas International Travel Service, Inc. (“Nawas” or
6 “Defendant”) has violated California Business and Professions Code section 17200 et seq.
7 Plaintiff, by its counsel, and Defendant, by its counsel, have stipulated to the entry of this Final
8 Judgment (“Judgment”) by the Court without the taking of proof and without trial or adjudication
9 of any fact or law, without this Judgment constituting evidence of or an admission by Defendant
10 regarding any issue of law or fact alleged in the Complaint, and with all parties having waived
11 their right to appeal from the Judgment. The Court having considered the matter and good cause
12 appearing,

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

14 **I. PARTIES AND JURISDICTION**

15 1. This Court has jurisdiction over the subject matter of the People’s Complaint filed
16 in this action and over the Parties; venue is proper in this County; and this Court has jurisdiction
17 to enter this Judgment.

18 2. Defendant does not admit to any violations of law and does not admit any
19 wrongdoing that was or could have been alleged by the People before the date of the Judgment
20 under any law. No part of this Judgment, including its statements and commitments, shall
21 constitute evidence of any liability, fault, or wrongdoing by Defendant.

22 **II. DEFINITIONS**

23 3. The following definitions shall apply for purposes of this Judgment:

24 a. “Plaintiff” or “People” means Plaintiff the People of the State of
25 California.

26 b. “Defendant” or “Nawas” means Nawas International Travel Service, Inc.,
27 and all its officers, directors, shareholders, employees, representatives, agents, affiliates, parents,
28 subsidiaries, operating companies, assigns and successors, and any other affiliated entity that is

1 working under a contract to provide any type of services to or for Nawas International Travel
2 Service, Inc., subsequent to entering into this agreement.

3 c. “Nawas Sponsored Tour” means any tour, travel services, trip,
4 transportation, or vacation offered, advertised, or organized by Defendant, including but not
5 limited to tours of the Holy Land, Europe, or other destinations, and the Oberammergau Passion
6 Play held in Oberammergau, Germany.

7 d. “Participant” means any individual, including any parent, guardian or
8 chaperone who, while residing in California, signed a Participant Contract with Nawas or any of
9 its agents or affiliates for any Nawas Sponsored Tour scheduled to take place in 2020 through the
10 Effective Date of this Judgment, and who paid any applicable fee or deposit.

11 e. “Participant Contract” means any contract, booking agreement, and/or
12 terms and conditions provided to consumers for any Nawas Sponsored Tour.

13 f. “Eligible Consumer” means a Participant who was charged any
14 cancellation fee or penalty by Nawas or who otherwise received less than a full return of all
15 moneys paid to Nawas for a Nawas Sponsored Tour which Nawas was unable to provide,
16 including but not limited to Nawas Sponsored Tours delayed or cancelled due to the COVID-19
17 pandemic. This excludes individuals who chose to cancel their trip prior to March 1, 2020.

18 g. “Effective Date” means the date on which this Judgment is entered by the
19 Court.

20 **III. INJUNCTION**

21 4. The injunctive provisions of this Judgment shall apply to Defendant and its
22 officers, directors, shareholders, employees, representatives, agents, affiliates, parents,
23 subsidiaries, operating companies, assigns, successors, and any other persons acting on behalf of
24 Nawas International Travel Service.

25 5. In accordance with California Business and Professions Code section 17203,
26 Defendant is hereby permanently enjoined and restrained from engaging, directly or indirectly, in
27 the following acts or practices:
28

1 a. Making any untrue or misleading statement orally and/or in writing which
2 Defendant knew or should have known was untrue or misleading at the time such statement was
3 made;

4 b. Failing to clearly and conspicuously disclose in writing all terms and
5 conditions relating to the purchase of transportation or travel services, as required under
6 California Business and Professions Code section 17550.13;

7 c. Failing to clearly and conspicuously disclose that upon cancellation of the
8 transportation or travel services, where the passenger is not at fault and has not cancelled in
9 violation of any terms and conditions previously clearly and conspicuously disclosed to and
10 agreed to by the passenger, all sums paid to the seller of travel for services not provided will be
11 promptly paid to the passenger, unless the passenger otherwise advises the seller of travel in
12 writing, after cancellation, as required under California Business and Professions Code section
13 17550.13, subdivision (a)(1)(E);

14 d. Charging cancellation fees or penalties to consumers in instances where
15 Defendant is unable or unwilling to provide the travel services purchased, in violation of
16 California Business and Professions Code section 17550.14;

17 e. Failing to promptly refund all moneys paid for transportation or travel
18 services in instances where Defendant is unable or unwilling to provide the travel services
19 purchased, as required under California Business and Professions Code section 17550.14;

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

22 g. Engaging in any acts or practices that violate California Business and
23 Professions Code section 17200 et seq.

24 **IV. MONETARY PROVISIONS**

25 **Restitution Payments**

26 6. No later than ninety (90) days after the Effective Date of this Judgment, pursuant
27 to Business and Professions Code section 17203, Defendant shall provide full restitution to each
28 Eligible Consumer in an amount to be determined, but in no event shall be less than \$567,138 in

1 total. Restitution for each Eligible Consumer shall be the difference between the amount paid to
2 Nawas by each Eligible Consumer and any moneys already returned by Nawas. Restitution shall
3 be in the form of a cashable check, and no amount shall consist of credit against future travel or
4 any other form of non-monetary restitution. Defendant shall also comply with the following:

5 a. Defendants shall use reasonable efforts to locate and provide restitution to
6 each Eligible Consumer. To that end, within thirty (30) days of the Effective Date of this
7 Judgment, Defendant shall contact each known Eligible Consumer, either by email,
8 telephone or other means known to be used by the Eligible Consumer, and advise them: (1)
9 of the general nature and terms of this Judgment; (2) that Defendant will be sending the
10 Eligible Consumer a cashable check for the amount called for in this Judgment; (3) of the
11 address to which the check will be mailed and to provide instructions for updating the
12 address if it is incorrect.

13 b. In the event that any refund check sent to any Eligible Consumer is
14 returned uncashed or as undeliverable, Defendant shall use its best efforts to contact the
15 Eligible Consumer and locate an alternative address, and Defendant shall promptly send a
16 refund check to the alternative address. Checks returned with forwarding address
17 information included shall promptly be delivered to the forwarding address.

18 c. Within one hundred twenty (120) days from the Effective Date of this
19 Judgment, Defendant shall provide the California Attorney General and the San Mateo
20 County Office of the District Attorney with a written report listing: (1) the name, address,
21 email address, and telephone number if known, of each Eligible Consumer, and the total
22 amount each Eligible Consumer paid to Nawas for the Nawas Sponsored Tour; (2) the
23 amount of funds withheld by Nawas from each Eligible Consumer for cancellation fees,
24 penalties, or otherwise; (3) the total amount of restitution owed to each Eligible Consumer;,
25 (4) the date each restitution check was issued, and whether each restitution check was
26 cashed; (5) the name of each Eligible Consumer whose restitution check was returned or
27 uncashed; (6) copies of all cashed checks; and (7) any amount not refunded to each
28 Eligible Consumer, and the reason the amount was not refunded. Defendant shall verify that

1 said written report is a true, complete, and accurate list of all Eligible Consumers. Upon
2 request, Defendant shall provide the California Attorney General and the San Mateo
3 County Office of the District Attorney with access to information sufficient to confirm the
4 accuracy of the information provided.

5 d. In the event that Defendant discovers or becomes aware of any Eligible
6 Consumer who was not provided a refund and/or was omitted from the written report
7 provided pursuant to paragraph 6.c. above, it shall promptly notify the Office of the
8 Attorney General and the San Mateo County Office of the District Attorney, and if
9 applicable, promptly mail a refund check to each identified Eligible Consumer.

10 e. Defendant shall be responsible for any mail or bank charges incurred for
11 issuing or processing checks.

12 7. Should Defendant fail to fully comply with the terms of paragraph 6, within the time
13 stated therein, the People may, in their sole discretion, hire a third party claims administrator
14 (hereafter “restitution coordinator”) to effectuate the terms of paragraph 6. Upon written notice
15 to the Defendant that the People intend to enforce this term, Defendant will immediately do all
16 the following: (1) transmit to the People a cashier’s check or company check in the amount of
17 the outstanding restitution to the restitution coordinator; (2) transmit the full costs of the
18 restitution coordinator as directed; and (3) provide the restitution coordinator with all
19 information the restitution coordinator deems necessary to effectuate the terms of paragraph 6.

20 8. Within 12 months of the Effective Date, Defendant shall provide the People with an
21 accounting of any monetary amounts that Defendant was unable to return to Eligible
22 Consumers after reasonable efforts under Paragraph 6 and shall transfer the remaining monetary
23 amounts to the State Controller’s Office in accordance with California’s Unclaimed Property
24 Law.

25 **Civil Penalties**

26 9. Pursuant to Business and Professions Code sections 17206 and 17206.1, Defendant
27 shall pay, in the aggregate, **\$560,000.00** as further described in paragraphs 10 through 11 of this
28 Judgment.

1 10. Of the aggregate sum, Defendant shall pay \$280,000 to the California Attorney
2 General's Office. This amount shall be deposited in the Travel Seller Fund, pursuant to
3 Business and Professions Code section 17550.30. Payment shall be made no later than thirty
4 (30) days after the Effective Date of this Judgment, pursuant to instructions provided by the
5 California Attorney General's Office.

6 11. Of the aggregate sum, Defendant shall pay \$280,000 to the San Mateo County
7 District Attorney's Office. Payment shall be made no later than thirty (30) days after the
8 Effective Date of this Judgment, pursuant to instructions provided by the San Mateo County
9 District Attorney's Office.

10 **V. MONITORING AND REPORTING**

11 12. In addition to the written report provided to the Attorney General pursuant to
12 paragraph 6.c., Defendant shall prepare and provide two additional compliance reports to the
13 Attorney General and San Mateo County Office of the District Attorney documenting its
14 compliance with this Judgment. The first compliance report shall be provided one hundred eighty
15 (180) days after the Effective Date of this Judgment, unless Plaintiff and Defendant agree in
16 writing to a different schedule. The second and final compliance report shall be provided three
17 hundred sixty (360) days the Effective Date of this Judgment, unless Plaintiff and Defendant
18 agree in writing to a different schedule.

19 13. Defendant's compliance reports shall set forth the following information:

20 a. The name, address, email address and telephone number if known, of all
21 Eligible Consumers who were issued restitution checks pursuant to this Judgment and the
22 amount of each restitution check; the date each restitution check was issued, and whether
23 each restitution check was cashed; the name of each Eligible Consumer whose restitution
24 check was returned or uncashed; and any amount not refunded to each Eligible Consumer,
25 and the reason the amount was not refunded.

26 b. The name, address, email address and telephone number if known, of each
27 Eligible Consumer or Participant who contacted Defendant after the Effective Date of this
28

Judgment, requesting a full or partial refund for cancellation of a Nawas Sponsored Tour and was denied a refund, and the reasons for said denial.

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

d. Defendant shall verify that the information provided in each compliance report is true, complete, and accurate to the best of their knowledge.

14. Defendant shall retain all records documenting and supporting its compliance reports for a period of three (3) years from the date of the last compliance report, and upon request, Defendant shall provide the Attorney General or the San Mateo County Office of the District Attorney with such records. Such requests shall be made in writing, and Defendant shall have thirty (30) days from receipt of such a request to respond, unless the Parties agree in writing to a longer response time.

VI. SUBMISSIONS

15. Submissions required to be sent to the People or to Defendant under this Judgment shall be sent by email and U.S. Mail. All notices, reports, and correspondence to the People shall be sent to the following:

Joseph Ragazzo
Deputy Attorney General
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102-7004
Joseph.ragazzo@doj.ca.gov

Joel McComb
Deputy District Attorney
San Mateo County Office of the District Attorney
500 County Center, 3rd Floor
Redwood City, CA 94063
jmccomb@smcgov.gov

All notices and correspondence to Defendant shall be sent by email and US Mail to the following:

1
2 SULAYMAN NAWAS
3 Nawas International Travel Service, Inc.
4 1100 Alma Street, Suite 100
5 Menlo Park, CA 94025-3344
6 Soli@nawas.com

7 Jeffrey L. Ment, Esq.
8 Ment Law Group, PC
9 225 Asylum Street, 15th Floor
10 Hartford CT 06103
11 jment@mentlaw.com

12
13 **VII. OTHER TERMS**

14 16. The Court will retain jurisdiction over the subject matter of the Judgment for the
15 purpose of enabling the People, by and through the Attorney General or the San Mateo County
16 Office of the District Attorney, to apply to this Court for such further orders and directions as
17 may be necessary or appropriate for the construction and modification of the injunction
18 provisions of this Judgment, and for enforcement of this Judgment.

19 17. Nothing in this Judgment shall be construed as relieving Defendant of its obligations
20 to comply with all applicable laws, statutes, or regulations, including the California Seller of
21 Travel Act, or as granting permission to engage in any acts or practices prohibited by such law.

22 18. This Judgment shall take effect immediately upon entry thereof.

23 19. The clerk is ordered to enter this Judgment forthwith.

24 **IT IS SO ORDERED**, this _____ day of _____, 2025.

25 _____
26 Judge of the Superior Court
27
28