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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. **STIPULATION FOR ENTRY OF FINAL JUDGMENT AND PERMANENT INJUNCTION** **EXHIBIT A [PROPOSED] FINAL JUDGMENT AND PERMANENT INJUNCTION**

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

1. The Final Judgment and Permanent Injunction ("Judgment"), a copy of which is attached as Exhibit A, may be entered in this matter, and said entry of judgment may be ordered

by a Judge of the Superior Court. The Parties hereby stipulate and agree that the Judgment includes an injunction under Business and Professions Code section 17203.

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

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

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

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

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

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

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

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

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

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

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

Dated: 6-22-2021

ROB BONTA
Attorney General of California

BY: JOSEPH A. RAGAZZO
Deputy Attorney General

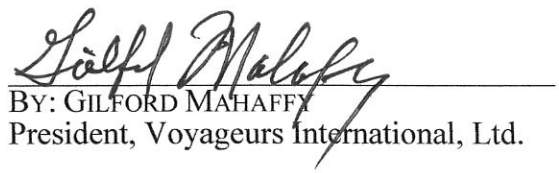
Dated: 6-18-2021

CAMPBELL, KILLIN, BRITTAN, & RAY LLC

BY:

Attorneys for Defendants

Date: 6-17-2021



BY: GILFORD MAHAFFY
President, Voyageurs International, Ltd.

EXHIBIT A

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

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

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

I. PARTIES AND JURISDICTION

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

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

II. DEFINITIONS

3. For the purposes of this Judgment:

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

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

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

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

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

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

g. "2020 SUMMER TOUR" means the 2020 Voyageurs Ambassadors of Music Tour, which included California residents as PARTICIPANTS.

III. COMPLIANCE PROVISIONS

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

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

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

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

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

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

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

section 17550.14;

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

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

IV. CONSUMER RESTITUTION

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

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

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

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

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

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

V. MONITORING AND REPORTING

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

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

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

b. The name, address, and telephone number if known, of each ELIGIBLE CONSUMER or PARTICIPANT who contacted DEFENDANTS after entry of this Judgment requesting a full or partial refund for cancellation of the 2020 SUMMER 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. A certification by DEFENDANTS that the information provided in each written report is true, complete, and accurate to the best of their knowledge.

10. DEFENDANTS shall retain records documenting its compliance reports and upon request, DEFENDANTS shall provide the California Attorney General with such records. Such requests shall be made in writing, and DEFENDANTS 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

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

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

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

John R. Flanders, Attorney,
Campbell, Killin, Brittan, & Ray LLC,
270 Saint Paul St., Suite 300,
Denver, CO 80206
JFlanders@ckbrlaw.com
MPflueger@ckbrlaw.com
PParrott@ckbrlaw.com

VII. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED, this _____ day of _____, 2021.

_____
Judge of the Superior Court

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 Injuction

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

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