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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

VOYAGEURS INTERNATIONAL,
LTD. and GILFORD MAHAFFY,

Defendants.

NO. 20-2-18285-1 SEA

CONSENT DECREE

[CLERK’S ACTION REQUIRED]

JUDGMENT SUMMARY

- | | |
|------------------------------------|---|
| 1. Judgment Creditor | State of Washington |
| 2. Judgment Debtors | Voyageurs International, Ltd. and Gilford Mahaffy |
| 3. Principal Judgment Amount | \$464,325.00 |
| 4. Post Judgment Interest Rate | 12 percent per annum |
| 5. Attorneys for Judgment Creditor | Daniel L. Allen and Breena M. Roos Assistant Attorneys General |
| 6. Attorneys for Judgment Debtor | Eric D. Lansverk Hillis Clark Martin & Peterson P.S. |

FINAL CONSENT DECREE

Plaintiff, the State of Washington, acting by and through Attorney General Robert W. Ferguson, has filed a Complaint for a permanent injunction and other relief in this matter

1 pursuant to the Washington Consumer Protection Act, RCW 19.86 (CPA) and the Washington
2 Sellers of Travel Act (WSTA), RCW 19.138, alleging Defendant Voyageurs International, Ltd
3 (VIL) and Defendant Gilford Mahaffy (Mahaffy) (collectively, “Defendants”) violated the CPA
4 and the WSTA. Plaintiff, by its counsel, and Defendants, by their counsel, have agreed to the
5 entry of this Consent Decree by the Court without trial or adjudication of any issue of fact or
6 law, and without finding or admission of wrongdoing or liability of any kind.
7

8 **IT IS HEREBY ORDERED THAT:**

9 **I. FINDINGS**

10 1.1 The State of Washington, is the Plaintiff in this case. The Attorney General is
11 authorized to enforce the CPA. RCW 19.86.080.

12 1.2 Voyageurs International, Ltd., having waived service of the Complaint in this
13 matter, is a Defendant in this case, and is headquartered in Wheat Ridge, Colorado. At all times
14 material to this action, Defendant VIL was registered to do business in the State of Washington
15 and conducted and/or contracted business through its agents, employees, and representatives in
16 counties throughout the State of Washington, including King County.
17

18 1.3 Defendant Gilford L. Mahaffy, having waived service of the Complaint in this
19 matter, is a resident of Colorado, and an owner, director, officer, and employee of Defendant
20 VIL. He serves as VIL’s Chairman of the Board of Directors and as VIL’s President.

21 1.4 This Court has jurisdiction over the subject matter of this action and over all
22 Parties.
23

24 1.5 The terms of this Consent Decree shall be governed by the laws of the State of
25 Washington.

26 1.6 Entry of this Consent Decree is in the public interest and reflects a negotiated

1 | agreement among the Parties.

2 | 1.7 The Parties have agreed to resolve the issues resulting from the Covered Conduct
3 | by entering into this Consent Decree.

4 | 1.8 Defendants are willing to enter into this Consent Decree regarding the Covered
5 | Conduct in order to resolve the Attorney General's allegations under the CPA and the WSTA as
6 | to the matters addressed in this Consent Decree and thereby avoid significant expense,
7 | inconvenience, and uncertainty.

8 | 1.9 Defendants are entering into this Consent Decree solely for the purpose of
9 | settlement, and nothing contained herein may be taken as or construed to be an admission or
10 | concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or
11 | of any liability or wrongdoing, all of which Defendants expressly deny. Defendants do not admit
12 | any violation of the CPA or the WSTA, and do not admit any wrongdoing that was or could have
13 | been alleged by any Attorney General before the date of the Consent Decree under those laws.
14 | No part of this Consent Decree, including its statements and commitments, shall constitute
15 | evidence of any liability, fault, or wrongdoing by Defendants.

16 | 1.10 This Consent Decree shall not be construed or used as a waiver or limitation of
17 | any defense otherwise available to Defendants in any other action, or of Defendants' right to
18 | defend themselves from, or make any arguments in, any other private individual, regulatory,
19 | governmental, or class claims or suits relating to the subject matter or terms of this Consent
20 | Decree. This Consent Decree is made without trial or adjudication of any issue of fact or law or
21 | finding of liability of any kind. Notwithstanding the foregoing, the State may file an action to
22 | enforce the terms of this Consent Decree.

23 | 1.11 No part of this Consent Decree shall create a private cause of action or confer any
24 | right to any third party for violation of any federal or state statute except that the State may file
25 | an action to enforce the terms of this Consent Decree. It is the intent of the Parties that this
26 |

1 Consent Decree shall not be binding or admissible in any other matter, including, but not limited
2 to, any investigation or litigation, other than in connection with the enforcement of this Consent
3 Decree.

4 1.12 This Consent Decree resolves claims and causes of action alleged by the State
5 as set forth in paragraph 6.1.
6

7 **II. DEFINITIONS**

8 The following definitions shall be used in construing the Consent Decree:

9 2.1 “Covered Conduct” means any and all alleged acts or practices (including all
10 communications) by VIL relating to VIL’s 2020 “Washington Ambassadors of Music” European
11 Tour and the Greece Extension, which the Washington Attorney General alleges violated the
12 Washington CPA, RCW 19.86.

13 2.2 “Contract” means the Washington Ambassadors of Music Participant
14 Application/Contract signed by each Participant for VIL’s 2020 “Washington Ambassadors of
15 Music” European Tour and the application/contract for the Greece Extension.
16

17 2.3 “Effective Date” means the date on which a copy of the Consent Decree, duly
18 executed by Defendants and by the Signatory Assistant Attorney General, is approved by, and
19 becomes a Judgment of the Court.
20

21 2.4 “Greece Extension” means the optional four-day tour of Greece purchased by
22 some Participants pursuant to an extension contract as an “add on” to VIL’s 2020 “Washington
23 Ambassadors of Music” European Tour.

24 2.5 “Participant” means any State of Washington resident that signed the Contract.

25 2.6 “Parties” means VIL, Mahaffy, and the Attorney General of Washington.
26

1 General, Attention: Margaret Farmer, 800 Fifth Avenue, Suite 2000, Seattle, Washington,
2 98104-3188.

3 4 **V. ENFORCEMENT**

5 5.1 The State may assert any claim Defendants have violated this Consent Decree in
6 a separate civil action to enforce compliance with this Consent Decree, or may seek any other
7 relief afforded by law for violations of the Consent Decree. Failure to comply with this Consent
8 Decree shall be prima facie evidence of violations of RCW 19.86.020 and the imposition of
9 additional civil penalties for violating the terms of an injunction as set forth in RCW 19.86.140.

10 **VI. RELEASE**

11 6.1 Released Claims. By its execution of this Consent Decree, the State of
12 Washington releases and forever discharges Defendant Mahaffy, Defendant VIL, and VIL's past
13 and present officers, directors, shareholders, employees, representatives, agents, affiliates,
14 parents, subsidiaries, operating companies, predecessors, assigns and successors (collectively,
15 the "Releasees") from the following: all civil causes of action, claims, damages, restitution,
16 disgorgement, fines, costs, attorney's fees, or penalties that the Washington Attorney General
17 has asserted or could have asserted against the Releasees under the Washington CPA that the
18 Washington Attorney General has the authority to release resulting from the Covered Conduct
19 up to and including the Effective Date.

20 6.2 Claims Not Covered. Notwithstanding any term of this Consent Decree,
21 specifically reserved and excluded from the release in Paragraph 6.1 as to any entity or person,
22 including Releasees, are any and all of the following:

23 (a) Any criminal liability that any person or entity, including Releasees, has or may
24 have to the State of Washington;

25 (b) Any civil or administrative liability that any person and/or entity, including
26 Releasees, has or may have to the State of Washington not expressly covered by the release in

1 Section 6.1, including, but not limited to, claims to enforce the terms and conditions of this
2 Consent Decree.

3 (c) Any claims individual consumers have or may have under above-cited
4 Washington CPA against any person or entity, including the Releasees.

5 **VII. ADDITIONAL PROVISIONS**

6 7.1 Nothing in this Consent Decree shall be construed to authorize or require any
7 action by Defendants in violation of applicable federal, state, or other laws.

8 7.2 Modification. The Consent Decree may be modified by a stipulation of the Parties
9 as approved by the Court, or by court proceedings resulting in a modified judgment of the Court.

10 7.3 Defendants shall not cause or encourage third parties, nor knowingly permit third
11 parties acting on its behalf, to engage in practices from which Defendants are prohibited by this
12 Consent Decree.

13 7.4 The acceptance of this Consent Decree by the State of Washington shall not be
14 deemed approval by the State of Washington of any of Defendants' advertising or business
15 practices. Further, neither Defendants nor anyone acting on their behalf shall state or imply, or
16 cause to be stated or implied, that the State of Washington or any other governmental unit of
17 Washington has approved, sanctioned, or authorized any practice, act, advertisement, or conduct
18 of Defendants.

19 7.5 Any failure by any party to this Consent Decree to insist upon the strict
20 performance by any other party of any of the provisions of this Consent Decree shall not be
21 deemed a waiver of any of the provisions of this Consent Decree, and such party,
22 notwithstanding such failure, shall have the right thereafter to insist upon the specific
23 performance of any and all of the provisions of this Consent Decree.

24 7.6 Entire Agreement: This Consent Decree represents the full and complete terms
25 of the settlement entered into by the Parties hereto. In any action undertaken by the Parties, no
26

1 prior versions of this Consent Decree and no prior versions of any of its terms that were not
2 entered by the Court in this Consent Decree, may be introduced for any purpose whatsoever.

3 7.7 Jurisdiction: This Court retains jurisdiction over this Consent Decree and the
4 Parties hereto for the purpose of enforcing and modifying this Consent Decree and for the
5 purpose of granting such additional relief as may be necessary and appropriate.

6 7.8 Counterparts: This Consent Decree may be executed in counterparts, and a
7 facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an
8 original signature.

9 7.9 Notice: All Notices under this Consent Decree shall be provided to the following
10 via email and Overnight Mail:

11 Defendants:

12 Eric D. Lansverk WSBA #17218
13 Attorney for Defendant
14 Hillis Clark Martin & Peterson P.S.
15 999 Third Avenue, Suite 4600
16 Seattle, WA 98104
17 Phone: 206-470-7634
18 Email: eric.lansverk@hcmp.com

19 Copy to Defendants' attorneys at

20 John R. Flanders, Attorney
21 Campbell Killin Brittan & Ray
22 270 Saint Paul St., Suite 200
23 Denver CO 80206
24 Cell: 720.273.0998
25 Email: JFlanders@ckbrlaw.com

26 Signatory Attorney General:

 Daniel L. Allen (Daniel.Allen@atg.wa.gov)
 Breena M. Roos (Breena.Roos@atg.wa.gov)

APPROVAL BY COURT

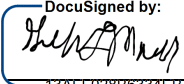
APPROVED FOR FILING and SO ORDERED this ____ day of ____, 2020.

Judge

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1 **Approved:**

2 For Defendants VIL

3 DocuSigned by:
4 
5 13AFF028B6334EB...
6 **Gilford Mahaffy**
7 **President**
8 **Voyageurs International, Ltd.**

12/23/2020

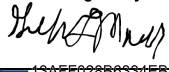
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Approved:

For Defendant Gilford Mahaffy

DocuSigned by:

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Gilford Mahaffy
President and Chairman of the Board
Voyageurs International, Ltd.

12/23/2020

Date

1 **Counsel for Defendants**

2
3 

4 _____ 12-23-20 _____

5 Eric D. Lansverk WSBA #17218
6 Attorney for Defendant
7 Hillis Clark Martin & Peterson P.S.
8 999 Third Avenue, Suite 4600
9 Seattle, WA 98104
10 Phone: 206-470-7634
11 Email: eric.lansverk@hcmp.com

Date

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For Plaintiff State of Washington

Daniel Allen

Daniel L. Allen, WSBA #45036
Breena M. Roos, WSBA #34501
Assistant Attorneys General
State of Washington
Consumer Protection Division
800 5th Ave, Suite 2000
Seattle, WA 98104
Telephone: 206-254-0575
Email: Daniel.Allen@atg.wa.gov
Email: Breena.Roos@atg.wa.gov

12 | 23 | 2020
Date

1 Presented by:

2 ROBERT W. FERGUSON
3 Attorney General

4 Daniel Allen

5 Daniel L. Allen WSBA #45036
6 Breena M. Roos WSBA #34501
7 Assistant Attorneys General
8 Attorneys for Plaintiff State of Washington
9 800 Fifth Avenue, Suite 2000
10 Seattle, WA 98104
11 (206) 254-0575

Notice of Presentment Waived and
Approved as to Form by:

Eric D. Lansverk

Eric D. Lansverk WSBA #17218
Attorney for Defendants
Hillis Clark Martin & Peterson P.S.
999 Third Avenue, Suite 4600
Seattle, WA 98194
(206) 470-7634