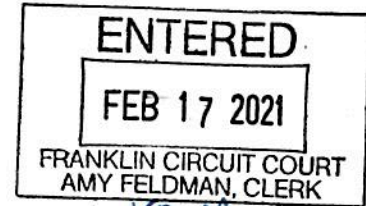


COMMONWEALTH OF KENTUCKY
FRANKLIN CIRCUIT COURT
DIVISION II

CIVIL ACTION NO. 21-CI-00135



In the matter of:

VOYAGEURS INTERNATIONAL, LTD.,

Respondent.

ASSURANCE OF VOLUNTARY
COMPLIANCE

Voyageurs International, Ltd., hereafter referred to as VOYAGEURS or Respondent, in order to resolve and dispose of allegations that it has violated Kentucky law, provides this Assurance of Voluntary Compliance ("Assurance") as follows:

DEFINITIONS

As used in this Assurance:

- A. "Attorney General Proceeding" means any investigation, litigation, or proceeding against the Respondent or any person employed by or associated with VOYAGEURS, including the subpoena and civil investigative demand entitled IN RE Investigation of 2020 Ambassadors of Music Tour Cancellation.
- B. "2020 Tour" means the VOYAGEURS 2020 Kentucky Ambassadors of Music Tour including 391 Kentucky residents.
- C. "Covered Conduct" means any and all alleged acts or omissions (including all communications) by VOYAGEURS arising out of or relating to the 2020 Tour and the Greece Extension.
- D. "Contract" means the Kentucky Ambassadors of Music Participant Application/Contract signed by each Participant.

- E. "Greece Extension" means the application/contract for the optional four-day Greece Extension with the Kentucky Ambassadors of Music tour of Greece, pursuant to an extension contract as an "add on" to VIL's 2020 Tour.
- F. "Kentucky Statutes" mean the Kentucky Consumer Protection Act, Ky. Rev. Stat. § 367.170, and the regulations promulgated thereunder, and other statutes and common law under which the Attorney General has or could have conducted the investigation.
- G. "Effective Date" means the date of the Court's written Order approving this Assurance.
- H. "Commonwealth" means the Commonwealth of Kentucky.
- I. "Parties" means VOYAGEURS and the Attorney General of Kentucky.
- J. "Participant" means any Commonwealth resident that signed the Contract.
- K. "VOYAGEURS" means Respondent Voyageurs International, Ltd. and all of its officers, directors, shareholders, employees, contractors, representatives, agents, affiliates, parents, subsidiaries, operating companies, assigns and successors and Kentucky Ambassadors of Music.
- L. Any reference to a written document shall mean a physical paper copy of the document, electronic version of the document, or electronic access to such document.

FINDINGS

1. The terms of this Assurance shall be governed by the laws of the Commonwealth of Kentucky.
2. Entry of this Assurance is in the public interest and reflects a negotiated agreement among the Parties.
3. The Parties have agreed to resolve the issues resulting from the Covered Conduct by entering into this Assurance.
4. Respondent is willing to enter into this Assurance regarding the Covered Conduct in order to resolve the Attorney General's concerns under the Kentucky Statutes. as to the matters

addressed in this Assurance and thereby avoid significant expense, inconvenience, and uncertainty.

5. Respondent is entering into this Assurance solely for the purpose of settlement, and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Respondent expressly denies. Respondent does not admit any violation of the Kentucky Statutes, and does not admit any wrongdoing that was or could have been alleged by any Participant, the Attorney General, or any other individual or official, before the date of the Assurance under the Kentucky Statutes. No part of this Assurance, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Respondent.
6. This Assurance shall not be construed or used as a waiver or limitation of any defense otherwise available to Respondent in any other action, or of Respondent's right to defend itself from, or make any arguments in, any other private individual, regulatory, governmental, or class claims or suits relating to the subject matter or terms of this Assurance. This Assurance is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Notwithstanding the foregoing, the Commonwealth may file an action to enforce the terms of this Assurance.
7. No part of this Assurance shall create a private cause of action or confer any right to any third party for violation of any federal or state statute except that the Commonwealth may file an action to enforce the terms of this Assurance. It is the intent of the Parties that this Assurance shall not be binding or admissible in any other matter, including, but not limited to, any investigation or litigation, other than in connection with the enforcement of this Assurance.
8. This Assurance resolves with prejudice all claims which could have been raised by the Commonwealth against Respondent under the Kentucky Statutes arising out of or relating

to the Covered Conduct and acts and commissions in connection with this Assurance, except that if there is a material failure to comply with this Assurance by Respondent then this Assurance shall permit the Attorney General of Kentucky to take such further action against Respondent as provided herein.

TERMS

9. This Assurance is created pursuant to the Kentucky Statutes. This Assurance shall apply to and bind VOYAGEURS whether acting through its owners, stockholders, directors, employees, agents, contractors, successors, or assigns, or through any other person under its supervision, direction, or control.
10. VOYAGEURS is a foreign corporation organized under Colorado law with a principal office located at 3726 Pierce Street, Wheat Ridge, Colorado 80034-0173.
11. VOYAGEURS is a business which provides a European travel experience to high school students, which includes those students participating in choral and instrumental concerts.
12. The Kentucky Attorney General (the "Attorney General") is a state agency that administers and enforces the Kentucky Statutes.
13. The Commonwealth alleges that the Covered Conduct may have violated the Kentucky Statutes.
14. In order to resolve and dispose of allegations that it may have violated the Kentucky Statutes during 2020, VOYAGEURS agrees to comply with the Kentucky Statutes in the future and to make full restitution via a refund of its cancellation fee, or such lesser amount as retained by VOYAGEURS based on the amount paid by the responsible person (i.e. parent or guardian) and where applicable a refund of the Greece Extension amount not previously refunded for each Participant signed up for the tour as of the date of VOYAGEURS cancellation on March 17, 2020. VOYAGEURS shall make such restitution by paying a total amount of \$766,765.00 to the Kentucky Attorney General

which the Attorney General will use solely for subsequent distribution to the affected Participants. Therefore, VOYAGEURS shall promptly issue payment, within 5 days of the Effective Date, in the amount of \$766,765.00 made payable to the Kentucky State Treasury via a wire transfer to the location provided by email to VOYAGEURS by the Attorney General.

15. By signing this Assurance, VOYAGEURS does not admit to any violation of law of the Commonwealth of Kentucky, including but not limited to the Kentucky Statutes.
16. Acceptance of this Assurance by the Attorney General shall not be construed to prevent a private cause of action by any private party for any violation of the Kentucky Statutes. However, this Assurance does not preclude VOYAGEURS from introducing this Assurance in any private cause of action with regard to the payment made by VOYAGEURS on behalf of the consumer.
17. By agreeing to this Assurance, VOYAGEURS reaffirms and attests to the truthfulness, accuracy, and completeness in all material respects of all of the information VOYAGEURS provided to the Attorney General prior to entry of this Assurance to the best of its knowledge.
18. If the Attorney General finds that VOYAGEURS intentionally failed to disclose material information or made an intentional material misrepresentation of fact relevant to the resolution of the Attorney General's investigation, such finding or occurrence shall constitute a violation of this Assurance and be grounds for the filing of a court action, as set forth in paragraph 19.
19. If the Attorney General determines that VOYAGEURS has violated the terms of this Assurance within the meaning of paragraph 18, then the Attorney General shall notify VOYAGEURS in writing of that determination and give VOYAGEURS fourteen (14) days to respond in writing. If the Attorney General is unsatisfied with the written response, then it is understood by the parties to this Assurance that the Attorney General may commence

an action in any appropriate Kentucky court, to seek remedies for all prior violations that the Attorney General has elected not to pursue in return for this Assurance. In any such action brought under this paragraph, the Attorney General shall have the burden of proving a violation of this Assurance by clear and convincing evidence.

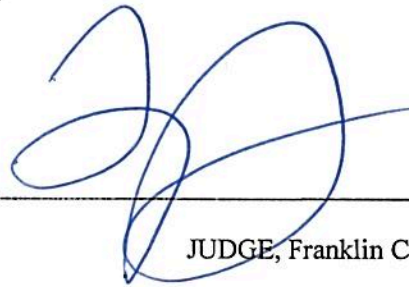
20. In addition, it is also understood that the Attorney General need not prove a violation of this Assurance in order to commence an enforcement action to enjoin and penalize any distinct and unknown conduct for future violations of the Kentucky Statutes.
21. **RELEASE:** In consideration of the stipulated relief and contingent upon the Court's entry of this Assurance, the Attorney General, by execution of this Assurance, hereby fully and completely releases VOYAGEURS of any and all claims of the Attorney General under the Kentucky Statutes, other statutes and common law connected with or arising out of the Attorney General Proceeding and the Commonwealth's investigation or what the Commonwealth could have investigated, and the Covered Conduct and matters described in the recitals above. The Attorney General through this Assurance does not settle, release, or resolve any claim against VOYAGEURS or any other person or entity involving any private causes of action, claims, and remedies, including, but not limited to, private causes of action, claims, or remedies provided for under Kentucky Statutes. This release does not apply in any way to claims of any other Kentucky state agency, department, official, or division.
22. The Commonwealth agrees that the information provided to the Commonwealth by VOYAGEURS contains personally identifiable information (PII), confidential, and proprietary information, including proprietary trade secret information, and that the Commonwealth will not voluntarily make public or produce such information pursuant to the KRS 367.250.
23. **NOTICES.** Service of notices required by this Assurance shall be served on the following persons, or any person subsequently designated by the parties to receive such notices:

Rebecca C. Price
Assistant Attorney General
Office of Consumer Protection
Kentucky Office of the Attorney General
1024 Capital Center Drive, Ste. 200
Frankfort, Kentucky 40601
Phone: 502.696.5446 (Direct)
rebecca.price@ky.gov

Luke Morgan
McBrayer PLLC
201 East Main Street, Suite 900
Lexington, KY 40507
Phone: 859.231.8780 ext. 1105
Email: LMorgan@mcbrayerfirm.com

With a copy to:
John R. Flanders
Campbell, Killin, Brittan & Ray, LLC
270 St. Paul Street, Suite 200
Denver, CO 80206
Phone: 720-273-0998
Email: JFlanders@ckbrlaw.com

SO Ordered this 17 day of February, 2021.



JUDGE, Franklin Circuit Court

FOR VOYAGEURS INTERNATIONAL LTD:

By: *Gilford I. Mahaffy* Date: 2-08-2021
Gilford I. Mahaffy - Owner/President

Approved as to form by counsel for VOYAGEURS INTERNATIONAL LTD.:

By: _____ Date: _____
Luke Morgan
McBrayer PLLC
201 East Main Street, Suite 900
Lexington, KY 40507

FOR THE KENTUCKY ATTORNEY GENERAL:

By: _____ Date: _____
Rebecca C. Price
Assistant Attorney General
Office of Consumer Protection
Kentucky Office of the Attorney General
1024 Capital Center Drive, Ste. 200
Frankfort, Kentucky 40601
Phone: 502.696.5446 (Direct)
rebecca.price@ky.gov

[00421411.DOCX / 1] 1

FOR VOYAGEURS INTERNATIONAL, LTD:

By: _____ Date: _____
Gilford L. Mahaffy - Owner/President

Approved as to form by counsel for VOYAGEURS INTERNATIONAL, LTD.:

By: *Luke Morgan* Date: *February 3, 2021*
Luke Morgan
McBrayer PLLC
201 East Main Street, Suite 900
Lexington, KY 40507

FOR THE KENTUCKY ATTORNEY GENERAL:

By: *Rebecca Price* Date: *February 14, 2021*
Rebecca C. Price
Assistant Attorney General
Office of Consumer Protection
Kentucky Office of the Attorney General
1024 Capital Center Drive, Ste. 200
Frankfort, Kentucky 40601
Phone: 502.696.5446 (Direct)
rebecca.price@ky.gov