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8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN AND FOR THE COUNTY OF MARICOPA**

10 STATE OF ARIZONA, *ex rel.* MARK
11 BRNOVICH, Attorney General,

12 Plaintiff,

13 v.

14 EB WORLDWIDE, LLC, a Texas limited
15 liability company; and GEORGE A.
16 BARRAGAN and SONIA M. BARRAGAN,
husband and wife,

17 Defendants.

Case No: CV 2018-009542

**CIVIL COMPLAINT FOR INJUNCTIVE
AND OTHER RELIEF**

(Non-Classified: Consumer Fraud)

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19 Plaintiff State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"), for its
20 Civil Complaint for Injunctive and Other Relief (the "Complaint") against defendants EB
21 Worldwide, a Texas limited liability company, dba "Senior Grad Trips" ("SGT"), George
22 Barragan ("Barragan") and Sonia Barragan, alleges the following:

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1 PARTIES/JURISDICTION/VENUE

2 1. The State brings this action pursuant to the Arizona Consumer Fraud Act, Ariz.
3 Rev. Stat. ("A.R.S.") §§ 44-1521 to 44-1534 (the "Consumer Fraud Act") to obtain injunctive
4 relief, restitution, disgorgement of profits/gains/gross receipts, civil penalties, attorneys' fees
5 and costs, investigative expenses and other relief to prevent the unlawful acts and practices
6 alleged in this Complaint, and to remedy the consequences of past unlawful acts and practices.

7 2. The Consumer Fraud Act authorizes the State to bring this action.

8 3. SGT is a Texas limited liability company conducting business in Arizona with
9 Arizona consumers since at least May 2016.

10 4. At all times relevant to this Complaint, Defendant Barragan, an owner and
11 manager of SGT, directed and actively participated in the unlawful activities described in this
12 Complaint both as an individual and through his operation of SGT.

13 5. Defendant Sonia Barragan is named in this Complaint solely for her interest in the
14 assets of the Barragan marital community.

15 6. On information and belief, at all times relevant to this Complaint, Barragan and
16 Sonia Barragan were married, and Barragan was acting for the benefit of the marital community
17 when engaging in the acts and practices described in this Complaint.

18 7. All events, acts and practices described in, and relevant to, this Complaint took
19 place in Pima County, Arizona.

20 8. The Arizona Superior Court has jurisdiction over this Complaint and the parties
21 necessary for the Court to enter the appropriate orders both prior to and following a
22 determination of liability pursuant to A.R.S. § 44-1528.

23 9. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401.

24 FACTUAL BACKGROUND

25 10. From approximately November 2007 to present, SGT marketed and sold group
26 vacation packages and related services from its place of business in Guadalupe County, Texas.

1 11. From approximately November 2007 to present, Barragan has owned SGT, has
2 acted as the CEO, president, and manager of SGT, and has directed the day-to-day operations of
3 the business.

4 12. Since at least May 2016, SGT and Barragan have marketed and sold vacation
5 packages to consumers residing in the state of Arizona through the website
6 www.seniorgradtrips.com.

7 13. In May 2016, a teacher for Cienega High School contacted SGT after viewing its
8 website and requested information about a group vacation for high school students at Cienega
9 High School in Pima County, Arizona.

10 14. SGT responded to the inquiry by telephone and advertised a group vacation for
11 \$500 per student that included roundtrip transportation from Cienega High School to Anaheim,
12 California, hotel accommodations for two nights, admission to Disneyland, admission to
13 Universal Studios, and some meals (the "Cienega Trip").

14 15. From approximately October 2016 to June 2017, Barragan, while acting as an
15 agent of SGT, coordinated and advertised the Cienega Trip via telephone calls to the teacher
16 organizer.

17 16. From approximately May 2016 to June 2017, SGT advertised the Cienega Trip to
18 the teachers, parents, and graduating high school students of Cienega High School through
19 Seniorgradtrips.com.

20 17. From approximately May 2016 to April 2017, SGT and Barragan collected a \$500
21 payment from approximately 80 Arizona consumers, including 69 Cienega High School
22 students.

23 18. At all relevant times, SGT and Barragan advertised on their website that all
24 payments would be refunded if SGT cancelled any vacation that it offered for sale, and SGT
25 never informed consumers that payments would be forfeited if SGT cancelled the Cienega Trip.

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1 19. The Cienega Trip was scheduled to begin on May 22, 2017, with a bus ride from
2 Cienega High School to Anaheim, California.

3 20. At all times SGT and Barragan continued to represent through seniorgradtrips.com
4 that SGT would provide the Cienega Trip as promised.

5 21. On May 22, 2017, no buses arrived to transport the consumers to Anaheim,
6 California, and SGT and Barragan failed to answer consumer phone calls or offer any
7 explanation.

8 22. Barragan and SGT had failed to pay for the transportation and hotel
9 accommodations for the consumers, which made the Cienega Trip impossible.

10 23. On information and belief, at all relevant times, Defendants SGT and Barragan
11 knew or should have known that failing to inform consumers that the Cienega Trip could not or
12 would not be provided as promised in advance of the scheduled date of departure was deceptive
13 and unfair.

14 24. On May 24, 2017, Barragan and SGT emailed the teacher organizing the Cienega
15 Trip to apologize for the inconvenience and to inform consumers that a representative of SGT
16 would call within five to seven business days to find a resolution.

17 25. Barragan and SGT failed to contact the consumers as promised and stopped
18 answering all emails and phone calls from consumers who paid for the Cienega Trip.

19 26. A year after the cancellation of the Cienega Trip, Barragan and SGT have failed to
20 provide refunds to any of the consumers who paid \$500 to attend the Cienega Trip, but SGT
21 continues to advertise and sell vacation packages.

22 27. Defendants SGT and Barragan deceptively and unfairly agreed to provide the
23 Cienega Trip on May 22, 2017, in exchange for \$500 per person, but did not provide the
24 Cienega Trip as agreed.

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1 28. On information and belief, at all relevant times, Defendants SGT and Barragan
2 knew or should have known that advertising and accepting payment for merchandise that they
3 could not or would not provide to consumers was deceptive and unfair.

4 29. After failing to provide the Cienega Trip to the paying consumers, Defendants
5 SGT and Barragan deceptively and unfairly refused to provide refunds to the consumers in a
6 commercially reasonable time.

7 30. On information and belief, at all relevant times, Defendants SGT and Barragan
8 knew or should have known that refusing to provide refunds in a commercially reasonable time
9 after failing to provide goods and services as agreed was deceptive and unfair.

10 31. Defendants SGT and Barragan deceptively and unfairly misrepresented that they
11 would contact consumers or their representatives within five to seven business days to reach a
12 resolution concerning the cancelled Cienega Trip, but failed to contact consumers as agreed.

13 32. On information and belief, at all relevant times, Defendants SGT and Barragan
14 knew or should have known that agreeing to contact consumers or their representative to resolve
15 issues concerning the cancelation of the Cienega Trip, and then refusing to contact the
16 consumers or their representative, was deceptive and unfair.

17 **COUNT ONE: VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT,**
18 **A.R.S. § 44-1521, et seq.**

19 33. The allegations set forth in the previous paragraphs are incorporated by reference
20 as though fully recited herein.

21 34. SGT and Barragan's acts, practices, and conduct described in the preceding
22 paragraphs were deceptive, unfair, or constituted fraud, false pretenses, false promises, or
23 misrepresentations to consumers under the Consumer Fraud Act.

24 35. The Consumer Fraud Act prohibits the act, use or employment of any deception,
25 deceptive or unfair acts or practices, or misrepresentation in connection with the sale or
26 advertisement of merchandise.

1 36. "Merchandise" under the Consumer Fraud Act includes goods and services.

2 37. The Defendants SGT and Barragan engaged in deceptive and unfair acts and
3 practices in connection with the sale and advertisement of merchandise by:

4 a. Advertising and accepting payment for merchandise that SGT and Barragan
5 did not provide to consumers as agreed, including all goods and services described above
6 as the Cienega Trip;

7 b. Refusing or failing to issue refunds to consumers after failing to provide the
8 Cienega Trip as agreed;

9 c. Failing to notify consumers of the cancellation of the Cienega Trip prior to
10 the scheduled date of departure; and

11 d. Misrepresenting to consumers that a representative of SGT would contact
12 them to resolve the cancellation of the Cienega Trip.

13 38. At all relevant times, SGT and Barragan knew or should have known that the acts
14 and practices described in the preceding paragraphs were deceptive, unfair, or otherwise of the
15 nature prohibited by A.R.S. § 44-1522, and, pursuant to A.R.S. § 44-1531(B), SGT and
16 Barragan willfully violated the Consumer Fraud Act.

17 39. Pursuant to A.R.S. §§ 44-1528, 1531, and 1534, SGT and Barragan's willful
18 violations of the Consumer Fraud Act entitle the State to awards of restitution, disgorgement,
19 civil penalties, attorneys' fees, investigative expenses, and injunctive relief.

20 **PRAYER FOR RELIEF**

21 Wherefore, the State requests that the Court:

22 A. Pursuant to A.R.S. § 44-1528, permanently enjoin, restrain and prohibit SGT and
23 Barragan, their agents, servants, employees, attorneys and any entity established by SGT or
24 Barragan, whether a partnership, corporation or limited liability company, and those persons in
25 active concert or participation with SGT or Barragan, directly or indirectly, who receive this
26 Court's order, from:

1 1. Engaging in any and all deceptive or unfair acts or practices, fraud, false
2 pretense, false promises, misrepresentations, and/or concealment, suppression or
3 omission of material fact in violation of the Consumer Fraud Act as currently written or
4 as amended in the future;

5 2. Refusing to refund consumer prepayments for goods or services that cannot
6 be provided to consumers as agreed; and

7 3. Advertising or selling vacation packages or vacation services in the state of
8 Arizona.

9 B. Pursuant to A.R.S. § 44-1528(A)(2), order SGT and Barragan, jointly and
10 severally, to pay restitution of monies that may have been acquired by any practice alleged in
11 this Complaint that violated the Consumer Fraud Act, including, at a minimum, all amounts paid
12 by consumers for the Cienega Trip;

13 C. Pursuant to A.R.S. § 44-1528(A)(3), order SGT and Barragan, jointly and
14 severally, to disgorge any profits, gain, gross receipts, or other benefit obtained by means of any
15 unlawful act or practice alleged in this Complaint;

16 D. Pursuant to A.R.S. § 44-1531, order SGT and Barragan to each pay the State a
17 civil penalty of not more than \$10,000 for each willful violation of the Consumer Fraud Act;

18 E. Pursuant to A.R.S. § 44-1534, order SGT and Barragan, jointly and severally, to
19 reimburse the Attorney General for the costs of investigation and reasonable attorneys' fees; and

20 F. Order such other relief as the Court deems just and proper.

21 DATED this 9th day of July, 2018.

22
23 MARK BRNOVICH, ATTORNEY GENERAL

24 BY: 

25 Mitchell Allee
26 Assistant Attorney General
 Attorneys for State of Arizona