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**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

CONDO & CRUISE TRAVEL, LLC,  
d/b/a CREATIVE VACATIONS, a  
Washington corporation;  
DESTINATION BON VOYAGE,  
LLC, d/b/a MAX TRAVEL USA and  
d/b/a COSTULESS TRAVEL, a  
Washington corporation; BRADLEY  
SISNEROS, ADRIANA SISNEROS,  
individually and as husband and wife;  
and JOHN BARZE, an individual,

Defendants.

NO. 16-2-01864-5 SEA

CONSENT DECREE

CONSENT DECREE

**ORIGINAL**

ATTORNEY GENERAL OF WASHINGTON  
Consumer Protection Division  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104-3188  
(206) 464-7745

**I. JUDGMENT SUMMARY**

- 1.1 Judgment Creditor State of Washington
- 1.2 Judgment Debtors BRADLEY SISNEROS  
ADRIANA SISNEROS
- 1.3 Principal Judgment Amount \$127,420.00 (\$102,420.00  
suspended conditioned on  
compliance with this Consent  
Judgment); See Section 6.1
- 1.4 Post Judgment Interest Rate: 12% per annum
- 1.5 Attorney for Judgment Creditor: Trisha L. McArdle  
Senior Counsel
- 1.6 Attorney for Judgment Debtor: Pro Se

1.7 Plaintiff State of Washington (the State), having conducted an investigation and commenced this action pursuant to RCW 19.86, the Consumer Protection Act (CPA) and RCW 19.170, the Promotional Advertising of Prizes Act (PAPA), and RCW 19.138, the Sellers of Travel Act (STA); and

1.8 Defendants BRADLEY SISNEROS, ADRIANA SISNEROS, individually and as husband and wife, collectively (Settling Defendants); having been served with the Summons and Complaint; are appearing pro se;

1.9 The State, appears by and through its Attorney's, Robert Ferguson, Attorney General and Trisha L. McArdle, Senior Counsel;

1.10 The State and the Settling Defendants named in paragraph 1.8 above, having agreed on a basis for the settlement of the matters alleged in the Complaint and to the entry of this Consent Decree against Settling Defendants without the need for trial or adjudication of any issue of law or fact; and

1.11 Defendants, by entering into this Consent Decree, do not admit the allegations of the Complaint other than solely necessary to establish jurisdiction of this Court;

1 1.12 The State and Settling Defendants agree this Consent Decree does not constitute  
2 evidence or an admission regarding the existence or non-existence of any issue, fact, or  
3 violation of any law alleged by the State; and

4 1.13 Settling Defendants recognize and state that this Consent Decree is entered into  
5 voluntarily and that no promises, representations, or threats have been made by the Attorney  
6 General's Office or any member, officer, agent, or representative thereof to induce them to  
7 enter into this Consent Decree, except for the promises and representations provided herein;  
8 and

9 1.14 Settling Defendants waive any right they may have to appeal from this Consent  
10 Decree or to otherwise contest the validity of this Consent Decree; and

11 1.15 Settling Defendants further agree that this Court shall retain jurisdiction of this  
12 action and jurisdiction over Settling Defendants for the purpose of implementing and enforcing  
13 the terms and conditions of this Consent Decree and for all other purposes related to this  
14 matter; and

15 1.16 Settling Defendants further agree that their payments made or due pursuant to  
16 this Consent Decree are not amenable to discharge in bankruptcy, and they shall not seek or  
17 support their discharge in bankruptcy, nor oppose their being determined not amenable to  
18 discharge in bankruptcy; and

19 1.17 Settling Defendants further agree that their payments made or due pursuant to  
20 this Consent Decree are not preferential transfers of assets and they shall not make or support  
21 arguments to the contrary in bankruptcy court or elsewhere.

22 The Court, finding no just reason for delay;

23 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as  
24 follows:

1 **II. GENERAL**

2 2.1 This Court has jurisdiction over the subject matter of this action and of the  
3 parties. The State's Complaint in this matter states complaints upon which relief may be  
4 granted under the Consumer Protection Act, RCW 19.86, the Promotional Advertising of  
5 Prizes Act, RCW 19.170, and the Sellers of Travel Act, RCW 19.138.

6 2.2 For purposes of this Consent Decree, the term "Defendants" where not  
7 otherwise specific shall mean Bradley Sisneros and Adriana Sisneros.

8 2.3 This Consent Decree finally resolves all claims the State may have under the  
9 CPA, PAPA, and STA against Settling Defendants arising out of the facts described in the  
10 Complaint filed in this action, except that Defendants' material failure to comply with this  
11 Consent Decree shall permit the State to take such further action against Settling Defendants as  
12 provided in this Consent Decree, or otherwise allowed by law.

13 **III. INJUNCTIONS**

14 3.1 Application of Injunctions. The injunctive provisions of this Consent Decree  
15 shall apply to any entity owned or controlled in whole or in part by Settling Defendants and the  
16 Settling Defendants' successors, assigns, officers, agents, servants, employees, representatives,  
17 and all other persons in active concert or participation with the Settling Defendants.

18 3.2 Notice. Settling Defendants shall immediately inform all successors, assigns,  
19 transferees, officers, agents, servants, employees, representatives, and all other persons or  
20 entities in active concert or participation with Settling Defendants or with the business entities  
21 named as defendants in the Complaint of the terms and conditions of this Consent Decree and  
22 shall direct those persons and/or entities to comply with this Consent Decree.

23 3.3 Injunctions. Settling Defendants and all successors, assigns, transferees,  
24 officers, agents, servants, employees, representatives and all other persons or entities in active  
25 concert or participation with Settling Defendants, and all entities owned or controlled by  
26 Settling Defendants are hereby enjoined for a period of ten years from marketing and/or selling

1 travel clubs or travel related goods and services in the State of Washington, or to any  
2 Washington resident, and Settling Defendants are permanently enjoined and restrained from  
3 directly or indirectly violating or failing to comply with the provisions of the Consumer  
4 Protection Act, RCW 19.86; the Promotional Advertising of Prizes Act, RCW 19.170; and the  
5 Seller of Travel Act, RCW 19.138 as currently written or as amended in the future. Therefore:

6 A. Solicitations, Marketing, and Sales Materials (Promotional Materials).

7 1. Promotional Materials sent by or on behalf of Settling Defendants shall  
8 not include:

9 a. The terms “prize,” “gift,” “award,” or similar term implying the item  
10 offered is free if the recipient is required to pay any sum of money in order to receive the  
11 item(s) (other than state or federal taxes directly to a government entity);

12 b. A promise or words that give the net impression of a promise that the  
13 recipient will win a particular prize, unless Defendants have a sufficient quantity to award one  
14 such prize to each recipient;

15 c. A VIN Gauge promotion;

16 d. The terms “gift pick-up” if in fact the item to be awarded requires  
17 payment of fees of any kind in order to obtain the product or services; and

18 e. Text that creates a net impression that the recipient was one of few  
19 consumers “selected” for receipt of the solicitation when and if the consumer received the  
20 solicitation as part of a mass-mailing or direct mail endeavor.

21 2. Promotional Materials sent by or on behalf of Settling Defendants shall  
22 include:

23 a. Name and address of the promoter and the sponsor of their promotions  
24 per RCW 19.170.030(1);

25 b. Verifiable retail value of each prize offered in a mailer in the manner  
26 required under RCW 19.170.030(2) and (4);

1 c. A conspicuous statement listing all conditions and requirements  
2 necessary to obtain the prizes as required under RCW 19.170.030(5) and (7);

3 d. Clear and prominent disclosure of all restrictions and qualifications of  
4 the offer, as required under RCW 19.170.030(7);

5 e. A clear explanation of exactly how and when a winner will be selected;

6 f. Conspicuous disclosure that consumers are required to attend a sales  
7 presentation, and refrain from mischaracterizing the presentation as a "tour" of facilities, or  
8 other deceptive description; and

9 g. When offering an "incentive," including an incentive offered by a third  
10 party, Settling Defendants will clearly explain the restrictions, fees, and costs the consumers  
11 must pay prior to obtaining each incentive.

12 3. Promotional Materials shall not advertise travel services as available at a  
13 certain price unless Settling Defendants have, prior to publishing the advertisement,  
14 determined that the product advertised is available at the time of publication at the price  
15 advertised as required by RCW 19.170. Settling Defendants must maintain a copy of the record  
16 of such proof that this was completed for three years after placement of the advertisement.

17 4. Promotional Materials will not contain logos, symbols, photographs,  
18 trademarks, or other text that resembles a brand; indicating an affiliation with a recognizable  
19 entity, when no such affiliation exists.

20 5. Promotional Materials must also include:

21 a. Clear identification of the business entity offering promotions and  
22 identification of the company responsible for fulfillment of the actual membership;

23 b. Clear and obvious disclosure that attendance at a presentation is required  
24 in order to obtain the goods or services offered;

1 c. Clear and obvious disclosure of all fees, costs, and/or taxes, including a  
2 reasonable estimated range of all such amounts that a consumer must pay in order to obtain the  
3 goods or services offered; and

4 d. Clear and prominent disclosure of all material restrictions or exclusions  
5 on use of the offers (*e.g.*, two offers cannot be used in conjunction with one another).

6 B. Verbal communications.

7 1. All verbal communications with consumers, by or on behalf of Settling  
8 Defendants, shall comply with the applicable provisions set forth above.

9 2. All verbal communications by or on behalf of Settling Defendants shall  
10 also:

11 a. Clearly identify all entities involved in the transaction, and explain the  
12 type of business conducted by each entity;

13 b. Inform consumers if fees or payments are required before the consumer  
14 may obtain the gift or services offered;

15 c. Make no assurances to consumers about the ease or accessibility of  
16 obtaining prizes offered by any promoter, seller, or fulfillment company;

17 d. Refrain from specific promises about travel to certain destinations at  
18 certain times for a certain price or range of price; and

19 e. Clearly and plainly identify all restrictions applicable to the availability  
20 and use of prizes or services.

21 C. Membership Agreement Documents.

22 1. In all membership agreement documents presented by Settling  
23 Defendants to consumers, whether for the benefit of Settling Defendants or a third party,  
24 Settling Defendants shall ensure the documents are not unfair or deceptive.

25 2. Membership agreement documents prepared or presented by Settling  
26 Defendants shall not contain:

1 a. A reservation of right for any provider of service to make changes in the  
2 programs unless provision provides consumers with advance notice of all changes and  
3 consumers are first offered a full refund for the services;

4 b. A provision indicating that the decision to purchase was not based on a  
5 high-pressure sales tactic or presentation;

6 c. A price match guarantee provision with a reservation for the  
7 membership entity to decline to match consolidator fares, internet fares, or any other category  
8 of fares;

9 d. Any statements that indicate the transaction is non-refundable; and

10 e. Any statement contrary to Washington law related to the number of  
11 dates in which a consumer may rescind the agreement;

12 f. Statements that are false or misleading, such as the consumers having  
13 received access to the membership site when they have not yet received login and password  
14 credentials;

15 g. Severe limitations on the entity's liability, such as limiting its liability to  
16 the amount of annual membership fee;

17 h. A disclaimer of liability for lack of quality of services or  
18 accommodations;

19 i. A statement creating a unilateral right for the contracting business entity  
20 to change any and every term in the agreement without notice to the consumer;

21 j. A disclaimer of promises and representations made during the sales  
22 presentation;

23 k. A provision that requires a purchaser who brings an action against the  
24 business entity and is ultimately unsuccessful to pay the Attorney's fees and costs for the  
25 entity; and  
26



1           1. A waiver of the purchaser's right of cancellation of the membership  
2 agreement or contract. RCW 19.138.320.

3           3. Membership agreement documents prepared or presented by Settling  
4 Defendants shall contain:

5           a. A clear statement that the consumer has seven (7) calendar days in  
6 which to cancel the membership pursuant to RCW 19.138.320(1);

7           b. A clear statement providing instructions about how to cancel the  
8 membership, instructing the consumer to send notice of the cancellation by certified mail,  
9 return receipt requested, to the seller of travel-related benefits at the address contained in the  
10 contract pursuant to RCW 19.138.320(1);

11           c. The following statement in at least ten-point boldface type immediately  
12 before the space for the purchaser's signature:

13                   “Purchaser’s right to cancel: You may cancel this contract  
14 without any cancellation fee or other penalty, or stated  
15 reason for doing so, by sending notice of cancellation by  
16 certified mail, return receipt requested, to ..... (Insert  
17 name of the seller of travel-related benefits) at the address  
18 indicated below. The notice must be postmarked by  
19 midnight of the seventh calendar day following the day on  
20 which this contract is signed by you or the day any  
21 membership card and all membership materials are received  
22 by you, whichever is later. The day on which the contract  
23 was signed is not included as a ‘calendar day,’ and if the  
24 seventh calendar day falls on a Sunday or legal holiday, then  
25 the right to cancel this contract expires on the day  
26 immediately following that Sunday or legal holiday.

1 TO CANCEL THIS CONTRACT, SEND A COPY OF  
2 THIS NOTICE OF CANCELLATION OR OTHER  
WRITTEN NOTICE OF CANCELLATION TO:

3 (Name of Seller)  
4 (Address of Seller)  
5 (Date)

I HEREBY CANCEL THIS CONTRACT

6 (Date)  
7 (Purchaser's Signature)  
8 (Printed Name)  
9 (Purchaser's Address)";

10 d. Notice that within seven calendar days following timely receipt of notice  
11 of cancellation from the purchaser, the entity providing the travel benefits will return any  
12 money or other consideration paid by the purchaser. RCW 19.138.320(3); and

13 e. A provision that the venue for any post-purchase legal action will take  
14 place in the county where the purchase occurred.

15 4. When presenting a membership agreement or contract, sales  
16 representatives shall direct the consumers' attention to, and provide detailed information about,  
17 provisions allowing unilateral increase of membership fees.

#### 18 IV. RESTITUTION

19 4.1 Pursuant to RCW 19.86.080, Settling Defendants agree to pay restitution to  
20 consumers. Specifically, Settling Defendants shall ensure, on a lifetime basis, forgiveness of  
21 any outstanding balances and all annual membership fees due now or in the future, on travel  
22 memberships purchased in 2013 and 2014 by consumers in Washington from Defendants.  
23 Additionally, Settling Defendants to pay to State of Washington \$20,000 (the "Fund") for  
24 distribution to consumers who purchased travel club memberships. The apportionment of the  
25 Fund among the affected consumers shall be solely within the Attorney General's discretion.  
26 Settling Defendants shall fully cooperate with the State in the State's identification and  
notification to these consumers; including providing to the State a full list of consumers, along  
with last known addresses and other available contact information that Defendants possess.







1 selling, advertising, or promotion of products or services, or as an endorsement or approval of  
2 Defendants' acts, practices, or conduct of business.

3 8.7 The State shall be permitted, upon ten (10) days advance notice to Defendants, to  
4 access, inspect, and/or copy all business records or documents in possession, custody, or under  
5 control of Defendants to monitor compliance with this Consent Decree, provided that the  
6 inspection and copying shall avoid unreasonable disruption of Settling Defendants' business  
7 activities.

8 8.8 The State shall be permitted to propound Interrogatories on Settling Defendants to  
9 monitor compliance with this Consent Decree pursuant to the provisions of CR 26 and CR 33.

10 8.9 The State shall be permitted to question Settling Defendants or any member,  
11 officer, director, agent, or employee of Settling Defendants by deposition pursuant to the  
12 provisions of CR 26 and CR 30 to monitor compliance with this Consent Decree.

14 8.10 Defendants shall fully cooperate with the State and other civil regulatory agencies  
15 in any civil investigation of any other person who advertised, marketed, or sold any of  
16 Defendants' goods, products, or services. Defendants also shall fully cooperate with the State and  
17 other civil regulatory agencies in any civil investigation of any other agent, employee,  
18 independent contractor, or representative of Settling Defendants who is alleged to have violated  
19 any of the provisions of this Consent Decree. Defendants' failure to cooperate shall be a material  
20 breach of this Consent Decree.

21 **IX. DISMISSAL**

22 9.1 Except as provided above, this proceeding, in all other respects, is dismissed with  
23 prejudice as to the Settling Defendants upon entry of this Consent Decree.

24 9.2 The Clerk of the Court is ordered to enter the foregoing Judgment and Consent  
25 Decree immediately.

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.


  
12/4/2017  
JUDGE JULIE SPECTOR

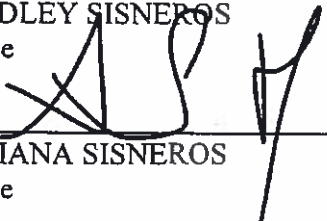
Presented by:

ROBERT W. FERGUSON  
Attorney General

  
TRISHA L. MCARDLE, WSBA #16371  
Senior Counsel  
Attorneys for Plaintiff State of Washington

Approved for entry, Notice of Presentation  
Waived:

  
BRADLEY SISNEROS  
Pro Se

  
ADRIANA SISNEROS  
Pro Se