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15 Attorneys for Plaintiff Natalia Grabovsky, an individual person, on behalf of
16 herself and all other persons similarly situated

17 UNITED STATES DISTRICT COURT
18 SOUTHERN DISTRICT OF CALIFORNIA

19 Natalia Grabovsky, an individual person
20 on behalf of herself and all others
21 similarly situated,

22 Plaintiff,

v.

EF INSTITUTE FOR CULTURAL
EXCHANGE, INC., a California
corporation, and EF EDUCATION
FIRST INTERNATIONAL, AG a/k/a
EF EDUCATION FIRST
INTERNATIONAL Ltd., a Swiss
corporation

Defendants.

Case No. **'20CV0508 GPC BLM**

CLASS ACTION

**COMPLAINT FOR VIOLATION
OF CALIFORNIA'S UNFAIR
COMPETITION LAW**

**[Cal. Bus. & Prof. Code §§ 17200,
et seq.]**

[DEMAND FOR JURY TRIAL]

1 Comes now Plaintiff Natalia Grabovsky and alleges as follows:

2 **Parties**

3 1. Plaintiff is a resident of the State of Arizona whose minor child
4 was scheduled to go on an EF Tour (as that term is defined, *infra*) until that
5 EF Tour was canceled by EF Defendants (as that term is defined, *infra*) as a
6 result of the Virus Epidemic (as that term is defined, *infra*).

7 2. Defendant EF Institute for Cultural Exchange, Inc. (EFCAL) is
8 a California corporation.

9 3. Defendant EF Education First International, Ltd., a/k/a EF
10 Education First International AG (EFSWISS) is a Swiss corporation.

11 4. EFCAL and EFSWISS are collectively referred to as EF
12 Defendants.

13 **Jurisdiction**

14 5. The Class Members (as that term is defined, *infra*) are citizens
15 of many different states of the United States such that minimal diversity
16 exists in this case for purposes of the federal Class Action Fairness Act of
17 2005 (28 U.S.C. Sections 1332(d) [CAFA]).

18 6. This case involves more than five million dollars (\$5,000,000)
19 in restitution damages thus meeting the minimum amount in controversy
20 requirement of CAFA § 1332(d)(6).

21

22

1 11. EF Defendants promote, market, and sell tours involving air
2 travel, ground transportation, hotel, food, sightseeing, *etc.* that leave from
3 various points of origin in the United States and go to various places all over
4 the world (EF Tours).

5 12. EF Defendants have sold thousands of EF Tours to EF Class
6 Members (as that term is defined, *infra*).

7 13. EF Tours are sold to EF Class Members pursuant to a written
8 contract of adhesion (the EF 2019-2020 Adhesion Contract) that was drafted
9 solely by EF Defendants as a result of the EF Defendants being the parties to
10 the EF 2019-2020 Adhesion Contract who had by far the superior bargaining
11 power and which are presented to EF Class Members on a take it or leave it
12 basis.

13 14. The EF 2019-2020 Adhesion Contract contains a clause stating
14 that EF Defendants may cancel, modify or delay EF Tours for public health
15 issues or quarantine or threats of public health issues. This clause then states
16 that if an EF Tour is canceled for the foregoing reasons the EF Defendants
17 will issue a travel voucher for the value of the monies paid, less certain non-
18 refundable fees, instead of a full cash refund (the No Public Health
19 Emergency Cash Refund Clause).

20 15. In response to the worldwide public health emergency
21 occasioned by the coronavirus (the Virus Epidemic) as declared by the
22 World Health Organization on January 30, 2020, the EF Defendants have

1 previously and unilaterally canceled every EF Tour scheduled to leave the
2 United States on and after that date.

3 16. On March 10, 2020, and relying on the No Public Health
4 Emergency Cash Refund Clause, the EF Defendants issued a letter to one
5 Melissa Douglas refusing to make any cash refund at all to her. Ms. Douglas
6 did not receive this March 10, 2020, letter until Monday, March 16, 2020.
7 *See* Exhibit 1.

8 17. Next, on March 16, 2020, and in response to a complaint
9 Plaintiff had earlier made to the Arizona Office of Attorney General, the EF
10 Defendants sent the Arizona Office of Attorney General a letter concerning
11 Plaintiff stating that it would only refund Plaintiff \$2,200 of the \$3,200 she
12 was out of pocket without specifying any of the terms on which the EF
13 Defendants would even make that this partial refund. *See* Exhibit 2.

14 18. Next, on March 17, 2020, sent Ms. Douglas Exhibit 3.

15 19. This case is brought under California Business & Professions
16 Code section 17200 *et. seq.* (UCL).

17 20. The UCL is a strict liability statute. *See Cortez v. Purolator Air*
18 *Filtration* (2000) 23 Cal.4th 163, 181.

19 21. UCL § 17200 defines, *inter alia*, “unfair business competition”
20 as including any unfair and/or unlawful act or practice.

21 22. A business act or practice is “unfair” under the UCL if it
22 offends an established public policy or is immoral, unethical, oppressive,

1 unscrupulous or substantially injurious to consumers, and that unfairness is
 2 determined by weighing the reasons, justifications, and motives of the
 3 practice against the gravity of the harm to the alleged victims.

4 23. In canceling the EF Tours in response to the Virus Epidemic the
 5 EF Defendants have until only very recently relied on the No Public Health
 6 Emergency Cash Refund Clause to deny EF Class Members (as that term is
 7 defined, *infra*) anything but what the No Public Health Emergency Cash
 8 Refund Clause vaguely describes as “EF future travel voucher[s] for all
 9 monies paid.”

10 24. In constantly changing their position as to what they may allow
 11 EF Class Members as a cash refund, the EF Defendants have caused utter
 12 confusion concerning what their actual position is and, with respect to
 13 Exhibits 2-3, have made no effort to explain why a flat \$1,000 penalty is at
 14 all reasonable irrespective of whether an EF Class Member is out of pocket
 15 \$3,200 (which is what Plaintiff is out of pocket) or \$15,000 (which many
 16 other EF Class Members are out of pocket).

17 25. The No Public Health Emergency Cash Refund Clause
 18 constitutes an unfair business practice in that:

- 19 • In light of all of the prior information available to the EF
 20 Defendants concerning the potentially calamitous effects of
 21 various world-wide public health emergencies that have either
 22 already occurred or that have long been predicted as very likely

1 to occur (the Virus Epidemic included in this latter category) on
2 EF's and the travel industry's ability to serve the public, the EF
3 Defendants' conduct in placing the No Public Health
4 Emergency Cash Refund Clause into the EF 2019-2020
5 Adhesion Contract was both procedurally and substantively
6 unconscionable.

- 7 • From a procedural unconscionability standpoint, and as is
8 alleged, *supra*, the EF 2019-2020 Adhesion Contract was
9 drafted solely by EF Defendants as a result of the EF
10 Defendants having been the parties to the EF 2019-2020
11 Adhesion Contract who had by far the superior bargaining
12 power and who presented the EF 2019-2020 Adhesion Contract
13 to Plaintiff on a take it or leave it basis.

- 14 • Also, and because the EF Tours were sponsored by the various
15 public and private schools United States high schools which the
16 minor children of EF Class Members were attending with
17 persons otherwise employed by such United States high schools
18 as full-time teachers acting as the middlemen between the EF
19 Defendants and EF Class Members, EF Class Members were all
20 intentionally lulled into a false sense of security by the EF
21 Defendants' encouraging the belief that, like their children's
22 teachers, the EF Defendants had the best interest of EF Class

Members and their families at heart, which the EF Defendants didn't.

- From a substantive unconscionability standpoint, the EF Defendants either knew or should have known (i) that in any Virus Epidemic or similar world-wide public health emergency it would not be realistically able to schedule any future EF Tours for any particular time or place at any predictable cost and (ii) that the financially negative effects of a Virus Epidemic or similar world-wide public health emergency would necessarily put the EF Defendants' own ability to remain solvent so as to be able to later pay for the future delivery of the reasonably equivalent goods and services that they would have to acquire for them to honestly and fairly redeem the "EF future travel voucher[s] for all monies paid" at some entirely unpredictable time in the future into the most serious question imaginable.

- From a substantive unconscionability standpoint, the EF Defendants either knew or should have known as to any school-sponsored EF Tours (i) that in any Virus Epidemic or similar world-wide public health emergency it would not be realistically possible for EF Class Members to reschedule their EF Tours and (ii) that the likely impact of such a cancellation

1 on EF Class Members would be that they would lose some or
2 all of their pre-paid deposit to the unfair financial benefit of the
3 EF Defendants.

4 26. A business practice is “unlawful” under the UCL if it violates
5 any other law or regulation, including but not limited to the California
6 Consumer Legal Remedies Act (C.C. §§ 1750 et. seq. (CLRA)).

7 27. For purposes of this UCL case, Plaintiff borrows the CLRA
8 which, consistent with the Douglas Complaint (as defined, *infra*), Plaintiff
9 presently contends the EF Defendants have previously violated.

10 28. On March 11, 2020, a lawsuit (the Douglas Complaint) was
11 filed by Melissa Douglas against the EF Defendants in a case entitled
12 *Douglas v. EF Institute for Cultural Exchange, Inc., et al.*, San Diego
13 Superior Court, Case No. 37-2020-00013374-CU-MC-CTL alleging
14 violations of the CLRA. A copy of the Douglas Complaint is attached hereto
15 as Exhibit 4 and is hereby incorporated by reference at this point.

16 29. The Douglas Complaint was served on EFCAL by personal
17 service on March 16, 2020. Service of the Douglas Complaint on EFSWISS
18 is still in process.

19 30. Service of the Douglas Complaint on EF Defendants serves as
20 notice pursuant to CLRA § 1782(a) of the CLRA notice and a demand to
21 remedy the problems associated with the allegations contained therein.

31. If EF Defendants fail to agree to satisfactorily remedy the problems identified in the Douglas Complaint within 30 days of the date of written notice, as proscribed by CLRA § 1782(a), then Plaintiff will move to amend the complaint herein on behalf of herself and the EF Class Members to pursue claims for the full panoply of CLRA remedies against EF Defendants.

Class Allegations

32. Plaintiff brings this action on behalf of herself and all other United States citizens similarly situated.

33. The class represented by Plaintiff (EF Class) is comprised of all United States citizens (EF Class Members) who entered into an EF 2019-2020 Adhesion Contract in connection with an EF Tour that was scheduled to leave on and after January 31, 2020, arranged through their United States public or private high school which EF Tour has now been canceled due to the Virus Epidemic and who have since been refused a full refund from EF Defendants based on the No Public Health Emergency Cash Refund Clause.

34. On information and belief, Plaintiff alleges that there are tens of thousands of EF Class Members.

35. On information and belief, Plaintiff estimates that EF Defendants owe not less than \$5,000,000 in restitution damages to EF Class Members.

1 36. Questions of laws and fact common to the EF Class Members
2 predominate over questions affecting only individual members, including
3 whether the EF Class Members are entitled to restitution damages equal to
4 100% of what they are out-of-pocket under the UCL by virtue of EF
5 Defendants' refusal to issue full cash refunds to the EF Class Members for
6 EF Tours that have been canceled due to the Virus Epidemic.

7 37. The claims of Plaintiff are typical of the claims of the EF Class
8 Members as described above.

9 38. Treating this dispute as a class action is a superior method of
10 adjudication since the joinder of all possible absent class members would be
11 impractical.

12 39. Additionally, the amount of damages would be modest on an
13 individual basis, although significant in the aggregate. It would be
14 impractical for most of the EF Class Members to address the EF Defendants'
15 wrongdoings individually. There should be no significant difficulties in
16 managing this case as a class action.

17 40. Plaintiff can and will fairly and adequately represent and
18 protect the interests of EF Class Members. Plaintiff has retained competent
19 and experienced counsel, who will vigorously represent the interests of the
20 Class.

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1 **FIRST CLAIM FOR RELIEF**

2 **(Violation of UCL by EF Defendants)**

3 41. Plaintiff realleges the allegations contained in ¶¶ 1-40.

4 42. Plaintiff has suffered actual loss in her money or property by
5 way of a monetary loss of \$3,200 as a result of the EF Defendants' acts and
6 failures to act as alleged herein.

7 43. EF Defendants' misconduct as described, *supra*, makes EF
8 Defendants liable for restitution damages in a sum of not less than
9 \$5,000,000, in that such misconduct, and each and every aspect thereof,
10 disjunctively constitutes unfair and unlawful business practices.

11 WHEREFORE, Plaintiff prays for judgment as set forth below:

12 1. That the EF Class described herein be certified; that Plaintiff be
13 designated the named class representative plaintiff and that Plaintiff's
14 counsel be appointed EF Class counsel.

15 2. That the Court order that EF Defendants pay restitutionary
16 damages to the EF Class of all monies paid by the Class to EF Defendants in
17 a sum not less than five million (\$5,000,000) dollars.

18 3. For an injunction to enjoin the EF Defendants from enforcing
19 the No Public Health Emergency Refund Clause against EF Class
20 Members thereby making it a contempt of Court for the EF Defendants to
21 thereafter refuse to make a full cash refund to EF Class Members should EF
22 Class Members demand that the EF Defendants do so.

1 4. For an award of reasonable attorney's fees and costs to EF
2 Class Counsel.

3 5. For such other and further relief as the Court may seem just.

4 Dated: March 17, 2020

REALLAW PC
MCGRANE PC

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By: /s/ William McGrane

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William McGrane
Attorneys for Plaintiff Natalia Grabovsky, an
individual person, on behalf of herself and all
other persons similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: March 17, 2020

REALLAW PC
MCGRANE PC

By: /s/ William McGrane

William McGrane
Attorneys for Plaintiff Natalia Grabovsky, an
individual person, on behalf of herself and all
other persons similarly situated

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

NATALIA GRABOVSKY, an individual person on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Maricopa County in Arizona
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

McGrane PC: William McGrane [057761], Matthew Sepuya [287947]; 4 Embarcadero Center, 14th Floor, San Francisco, CA 94111, Telephone: (415) 292-4807
REALLAW APC: Michael Hassen [124823]; 1981 N. Broadway, Ste 280, Walnut Creek, CA 94596, Telephone: (925) 359-7500

DEFENDANTS

EF INSTITUTE FOR CULTURAL EXCHANGE, INC., a California corporation, and EF EDUCATION FIRST INTERNATIONAL, AG a/k/a EF EDUCATION FIRST INTERNATIONAL Ltd., a Swiss corporation

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'20CV0508 GPC BLM**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332(d)

Brief description of cause: Plaintiff paid for a Defendants' tour for her child, which tour is now canceled due to the coronavirus, and now Defendants have refused a full refund of Plaintiff's monies.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 5,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE March 17, 2020

SIGNATURE OF ATTORNEY OF RECORD
/s/ William McGrane

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT 1



William J. Dunn, Esq.
T: (617) 619-1831
E: william.dunn@ef.com

VIA FEDERAL EXPRESS

March 10, 2020

DAWSON & LORDAHL PLLC
Attn: Melissa R. Douglas, Esq.
8925 West Post Road, Suite 210
Las Vegas, NV 89148

Re: Brinley Douglas

Dear Attorney Douglas:

I am General Counsel for EF Educational Tours ("EF"), and I write in response to your letter dated March 5, 2020, regarding your child's educational tour program. At the outset, let me say that I understand your frustration related to what is truly an unprecedented and constantly evolving situation related to the recent outbreak of COVID-19 (coronavirus). We share your disappointment that this event has affected your child's tour program, an educational travel experience for which we know you have saved for and anticipated for over a year.

I wish we could provide you and all of EF's affected travelers a perfect solution. But as you may imagine, this worldwide health event presents a particularly complex and challenging situation for the travel and educational travel industries, especially for educational group travel programs like the one your child enrolled on with EF. This is because EF books large volumes of space with suppliers like airlines and hotels months if not years in advance. This helps ensure that we are able to offer travelers the highest quality services at the lowest price. It also means, however, that this particular world event presents a significant challenge due to the speed, scope, and ever-changing nature of the outbreak and its timing right before the peak of the student travel season and after EF has incurred significant costs for scheduled tour programs about to depart.

With respect to your child's scheduled tour to Venice, the Alps, and Paris, the U.S. Department of State issued a Level 3 Travel Advisory (Reconsider Travel) for all of Italy and a Level 4 Travel Advisory (Do Not Travel) for Northern Italy on February 28, 2020, which was only weeks before the departure date of your child's program. In response, EF immediately reached out to your child's Group Leader to discuss a number of options to modify, re-book, and delay the tour as necessary given the implications of this Travel Advisory for the health, safety, and well-being of all travelers. What EF has not done is cancel your child's tour. In fact, as of the date of this letter, Italy has imposed a country-wide travel ban that would preclude the tour program from operating as scheduled, and your child's Group Leader has obtained agreement from the large portion of your child's group to delay the scheduled tour until next year. EF is making this option available without any re-booking fees or extra costs to the group, despite the significant costs EF

will incur and absorb with respect to modifying the tour program's dates this close to departure and re-booking all components of the program for next year.

EF understands, however, that not all student travelers have the flexibility or desire to travel on a modified itinerary or dates. For this reason, EF is also expanding its Peace of Mind program to allow for individually issued future travel vouchers to those students. Students selecting this option will receive a flexible, transferable future travel voucher in the amount of all monies paid, less the \$95 non-refundable deposit and any non-refundable fees (such as late charges or the Global Travel Protection Plan). The voucher is redeemable during the current or following travel year on a future EF Educational Tour or on one of EF's many other travel and language learning programs, including its domestic U.S. student educational travel programs (EF Explore America), its international educational travel programs with a college professor (EF College Study), its international travel programs designed for young adults (EF Ultimate Break), its semester or year-long educational gap year program (EF Gap Year); its international travel programs designed for adult travelers (EF Go Ahead Tours), and its many international language learning programs (EF Language Schools). In addition, if the traveler receives a future travel voucher but cannot or does not wish to use it for a future travel or language learning program, EF makes the vouchers transferable to a family member or to students or faculty in the traveler's school district to help a family recoup its investment nearly in full. In this situation, for example, if your child will have graduated and therefore cannot travel on the modified dates of the tour, it is possible for you to sell this voucher to another student at the school who does wish to join this tour program and your family can recoup nearly all of your investment.

During this challenging time, EF is working to support its travelers and to invest in flexible options for future travel for all of its many groups affected by this evolving world event. We would much rather continue to work with you and other families affected by these events to find cooperative and creative solutions that help honor the travel experience you expected and that are viable for EF as we navigate this unprecedented situation. I do believe that is possible in this situation if we are able to provide you enough information to understand the challenges of this situation from our perspective. If so, I am confident we can figure out the best option that is available for your family.

If you have any questions or would like to discuss this matter further, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read "William J. Dunn".

William J. Dunn, Esq.
General Counsel

EF Education First
EF Center Boston

Two Education Circle
Cambridge, MA 02141
p: (617) 619-1831
william.dunn@ef.com

EXHIBIT 2



Ayla E. Geller
Ayla.geller@ef.com
617-619-2272

VIA ELECTRONIC MAIL

March 16, 2020

Office of the Arizona Attorney General
Consumer Information and Complaints
Consumerinfo@AZAG.gov

Re: File No. 20-002122
Consumer: NATALIA GRABOVSKY

Dear Office of Consumer Information and Complaints:

I am Legal Counsel for EF Educational Tours (“EF”), and I write in response to your letter dated March 5, 2020, after a thorough investigation into the consumer complaint referenced above filed by Natalia Grabovsky.

EF offers all-inclusive international educational tour programs primarily to groups of middle school and high school age students who are looking for an affordable way to experience international travel. In order to provide the best possible traveler experience at the lowest cost, EF uses a group travel model. Each group is led by a Group Leader, typically the students’ teacher, and groups are combined to fill a tour bus so that all travelers help cover the costs of the tour bus, the tour director, local guides, and other tour costs.

When the Grabbovsky family enrolled their child on an EF tour on August 23, 2019, they agreed to EF’s “Booking Conditions” as part of the online enrollment, a copy of which is available at <https://www.eftours.com/help-center/policies/booking-conditions>. EF’s Booking Conditions set forth important information about the purchased tour, including how EF’s group travel model works (pp. 14; 19); EF’s Standard Cancellation Policy in the event an enrolled traveler needs to cancel (pp. 18); EF’s Peace of Mind Program that is available when certain unforeseen circumstances arise (pp. 18); the terms and conditions of the Global Travel Protection plan that a traveler has the option to purchase from a third party licensed insurance producer (pp. 15); and the Release & Agreement that travelers agree to upon enrollment (pp. 19).

Under EF’s group travel model, travelers make the decision to enroll on a tour led and supervised by their Group Leader. By agreeing to the Booking Conditions, travelers acknowledge that they “have made the choice to travel with the teacher/Group Leader organizing [their] group...[and that they] understand that this choice is not the responsibility of EF.” Given the Group Leader’s role in organizing the tour and supervising the travelers, students also agree that “my Group Leader is able to make decision on my behalf, including but not limited to changing the group’s requested tour or travel date....”

In the event an enrolled traveler must cancel from the tour, EF offers a carefully designed Standard Cancellation Policy. This policy takes into consideration the significant costs EF incurs long before a tour departs and is graduated to account for the increase in company costs as the date of departure approaches. *See* Booking Conditions at pp. 18. EF prominently and clearly displays its refund policy for its travelers in the Booking Conditions. *Id.* This policy communicates to travelers that if they decide to cancel more than 45 days prior to departure, EF is able to provide a full refund less the \$95 deposit, non-refundable fees, and a cancellation fee of between \$300 and 50% of the program fee. If, however, a traveler cancels 44 days or less prior to departure, EF is not able to provide a refund. *See id.*

EF offers a tour group additional flexibility beyond this Standard Cancellation Policy through EF's industry leading Peace of Mind Program. *See* Booking Conditions at pp. 18. EF's Peace of Mind Program is designed to help student groups obtain their educational travel experience despite the occurrence of some unforeseen circumstance or event. Under this program, a tour group's Group Leader may, subject to certain terms and conditions, (a) change the travel dates of the group's tour; or (b) work with EF to modify the group's current tour or find a new tour; or (c) cancel the tour and have all travelers receive a transferable travel voucher, for any reason 45 days or more prior to departure. If less than 45 days prior to departure, a Group Leader may elect any of these options if the U.S. State Department has issued a Travel Advisory Level 3 or 4 for any location on the group's itinerary. *See id.*

EF also understands that certain travelers want the option to obtain more protection for their investment in an EF tour by purchasing insurance and other trip protection benefits related to international travel. As a result, EF has worked with a licensed insurance provider (Specialty Insurance Solutions) to design a package of travel insurance benefits underwritten by U.S. Fire Insurance Company called the Global Travel Protection plan that is available to EF travelers. EF provides travelers information on what benefits are available through the Booking Conditions. *See* Booking Conditions at pp. 15. As with any kind of insurance or travel protection policy, the benefits offered by the Global Travel Protection plan require a claim to meet certain specified terms and conditions and may vary depending on the consumer's state of residence. EF's Booking Conditions direct travelers interested in purchasing the Global Travel Protection plan to obtain additional information from Specialty Insurance Solution's website (<https://www.sis-inc.biz/tours/efeducationaltours/>), which provides both a summary document and the full policy for interested travelers to review. Although EF assists a traveler in obtaining this plan if they choose, the traveler purchases the plan from the licensed provider, and EF has no role in the claims process for a claim submitted under the plan. As a result, EF makes it clear to a traveler considering a purchase of these benefits that "[t]he Global Travel Protection plan becomes non-refundable" after either the traveler departs, the traveler makes a claim, or 10 days after receipt.

As you are aware, the outbreak of the novel coronavirus is an unprecedented event that is constantly changing and affecting everyone around the world. This is a particularly complex and challenging situation for the travel and educational travel industries, especially for educational group travel programs. This is because EF books large volumes of space with suppliers like airlines and hotels months if not years in advance. This helps ensure we are able to offer travelers the highest quality services at the lowest price. It also means, however, that this particular world event presents a unique and significant challenge due to the speed, scope, and ever-changing nature of the outbreak.

EF has responded to this world event by engaging and working with all of its affected travel groups to prioritize the health, safety, and welfare of its customers, while also working cooperatively and creatively with our groups to modify, re-book, and delay their tours as necessary and at great expense to EF. This has included working with groups eligible for EF's Peace of Mind program and expanding these flexible options to all group departing before May 1 regardless of destination. EF is also offering those affected travelers a cash refund option and frozen cancellation fees to provide individual travelers more flexibility and choice. As a result, EF is offering affected groups the following options:

- *Reschedule and Amend the Tour:* Even though the scheduled tour departure date for most affected groups was only weeks away, EF has offered all of the affected tour groups the opportunity to travel on the same or an amended tour itinerary either later this year or to postpone the tour entirely until 2021 without charging any re-booking or other fees;
- *Future Travel Voucher:* EF has offered the entire affected tour group the ability to receive flexible, transferable Future Travel Vouchers, and has made exceptions to its standard policies to increase the options and value of these vouchers for travelers under these unprecedented circumstances:
 - Under EF's Booking Conditions, the Group Leader would need to make a group decision for all travelers either to receive Future Travel Vouchers or to re-book the tour. EF is making an exception to this policy for these affected groups to allow any individual traveler who may not want to or be able to travel on a new program or date chosen by their Group Leader the ability to receive a Future Travel Voucher.
 - Under EF's Booking Conditions, the Future Travel Voucher is normally issued in the amount of all monies paid, less the \$95 non-refundable deposit and any non-refundable fees (such as late charges or the Global Travel Protection Plan). In light of these circumstances, EF has made an exception to this policy to increase the value of the voucher by issuing them in the amount of all monies paid (i.e., no reduction for the deposit or other fees that are generally non-refundable).
 - Under EF's Booking Conditions, the Future Travel Voucher is normally redeemable during the current or following travel year. EF has made an exception to this policy to allow the voucher to be used through the 2022 travel season to provide more flexibility.
 - EF has informed all affected groups that the Future Travel Voucher is redeemable not just on a future EF Educational Tour, but also redeemable on one of EF's many other travel and language learning programs, including its new ET Educational Tour programs specifically designed for graduating seniors in high school; domestic U.S. student educational travel programs (EF Explore America), its semester or year-long educational gap year program (EF Gap Year), its international educational travel programs with a college professor (EF College Study), its international travel programs designed for young adults (EF Ultimate Break), its international travel programs designed for adult travelers (EF Go Ahead

Tours), and its many international language learning programs (EF Language Schools).

- If an affected traveler elects to receive a Future Travel Voucher but cannot or does not wish to use it for a future travel or language learning program, EF makes the vouchers fully transferable to a family member or to students or faculty in the traveler's school district. With EF's change in policy to issue the voucher in the full amount of all monies paid, this provides a family a mechanism to recoup its full investment in the tour in cash.
- *Cash Refund Options:* EF understands that some travelers would prefer to receive cash refunds given their individual circumstances. As a result, EF is offering affected travelers a cash refund in the amount of all monies paid less \$1000. Travelers have until September 30, 2022 to redeem the voucher for this cash refund, thus allowing travelers to explore the travel or transfer options and then redeem for this cash option at a later date.
 - In addition, EF had frozen all applicable cancellation fees as of February 24th and is honoring that through April 30th to allow travelers time to consider their many options. In the unlikely event that a traveler would receive more than the Cash Refund Option under EF's Standard Cancellation Policy, the traveler can choose the latter option.
- *Amended Standard Cancellation Policy.* Due to the unprecedented nature and speed of the outbreak of the novel coronavirus, EF offered to freeze any applicable cancellation fees effective February 24, 2020 through April 30, 2020, to allow Group Leaders and families of affected travelers the ability to discuss the current situation and evaluate the many options EF was making available. This means that an individual traveler would be in no worse position under EF's Standard Cancellation Policy for having taken the time to work with their Group Leader and EF to see if any of the offered options worked for them.

It is important to note that EF is providing these flexible and customizable options to its travel groups despite the fact that it is not possible in most cases for EF to recoup significant portions of its sizeable costs already invested in suppliers such as airlines, hotels, and coach companies and the fact that EF will need to expend further funds to re-book such suppliers for revised tour dates and/or itineraries. EF is not charging its groups any re-booking fees at this time despite these additional costs to the company.

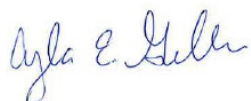
Here, the Grabovsky family's child was scheduled to depart on March 9, 2020, on a tour to Germany, Italy and Switzerland. As you are aware, the U.S. Department of State issued on February 29, 2020, a Level 3 Travel Advisory (Reconsider Travel) that includes a Level 4 Travel Advisory (Do Not Travel) to certain areas in Northern Italy. Since that date, President Trump has suspended all travel to Europe. In response to these developments, EF is offering the options set forth above.

It is always EF's strong desire and preference that a student and their family who have anticipated and saved for an educational tour experience be able to travel as planned. The recent events related to the worldwide outbreak of COVID-19 are, however, truly unprecedented events that are having a significant effect on the travel and educational travel industries. In response, EF has moved promptly to work

cooperatively and creatively with its Group Leaders and travelers to find mutually agreeable solutions in light of these challenging times. The scope of this outbreak is changing rapidly and EF is constantly reviewing and updating our policies to stay up to date. This complaint was filed before all of options were communicated and EF truly hopes that travelers like the Aikins family can, upon reflection, understand the scope of these challenges for EF and work with the company to find a solution that works for their family.

If you have any questions or would like to discuss this matter further, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ayla E. Geller".

Ayla E. Geller
Legal Counsel

EF Education First
EF Center Boston
Two Education Circle
Cambridge, MA 02141
p: (617) 619-2272
ayla.geller@ef.com

EXHIBIT 3

From: EF Educational Tours <eftours@mail.eftours.com>
To: lrlawgirl <lrlawgirl@aol.com>
Sent: Tue, Mar 17, 2020 11:28 am
Subject: Updated information from EF Tours | Información actualizada de EF Tours

Dear Parent/Adult Traveler,

Thank you for your patience as we've worked on bringing our travelers home from around the world since Wednesday's announcement.

We have been in touch with your Group Leader to talk about where things stand with current and future tours, and update them on some key changes we've made to our policies to ensure people have more options to protect their full investment—and now we'd like to share that same information with you.

As of last Thursday, all tours scheduled through April 30 will need to be postponed. Because of this unique situation, we have made temporary changes to our Peace of Mind program to cover anyone traveling in March and April.

For many of you who have already joined a newly rescheduled tour, you don't need to do anything. We are in the process of enrolling you on the rescheduled tour and applying your new voucher.

For those of you who have not yet made a decision, once you receive your electronic travel voucher next week, there will be more specific details and instructions on how to redeem your voucher.

Here are the enhancements we have made to our Peace of Mind program for you:

- All individuals scheduled to travel in March or April will now automatically receive an electronic Future Travel Voucher for the full amount they paid (including all non-refundable payments) which is good through September 30, 2022. This will allow anyone to rebook to the new date and not lose any money. To better support everyone, we have made the decision to honor the current tour price for any rescheduled date through 2021.
- If an individual cannot join a newly rebooked tour but still wants to travel, they can use the full amount of their voucher toward any other EF Tours product, including tours for adults, language travel programs, and our new tours designed specifically for graduating seniors. (Please see our [Future Travel Voucher website](#) for all info.)
- The full amount of the Future Travel Voucher is also transferable to anyone else in your family or school community to enable people to sell their vouchers and recoup their entire investment.
- If anyone would rather redeem their voucher for a refund, you will be able to receive all monies paid to EF less \$1,000. (This allows us to partially cover costs related to non-recoverable payments to our suppliers, our staff, and the investment we have always made and continue to make in itinerary, date and destination flexibility.)

Whether you are deciding to join a newly rescheduled tour, use the voucher for another EF product, transfer to another individual or redeem for a refund, **no action needs to be taken until you receive the voucher and additional instructions**. Please also know that the only deadline is September 30, 2022—so there's plenty of time to figure out what option works best for you.

This is a difficult situation for everyone. EF has been leading the educational travel industry for 55 years, and we will continue to lead today, tomorrow, and in the coming months and years. We thank you for your patience in unprecedented times and your commitment to helping your children explore the world.

Sincerely,
EF Educational Tours

EXHIBIT 4

1 WILLIAM McGRANE [057761]
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Four Embarcadero Center, 14th Floor
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8 Telephone: (925) 359-7500
9 [mjhasen@reallaw.us](mailto:mjhassen@reallaw.us)

10 Attorneys for Plaintiff Melissa Douglas, an individual person.

11 SUPERIOR COURT
12 IN AND FOR THE COUNTY OF SAN DIEGO
13 STATE OF CALIFORNIA

14 MELISSA DOUGLAS, an individual
person,

15 Plaintiff,

16 v.

17 EF INSTITUTE FOR CULTURAL
EXCHANGE, INC., a California
18 corporation, and EF EDUCATION
FIRST INTERNATIONAL, LTD., a
19 foreign entity,

20 Defendants.

Case No. 37-2020-00013374-CU-MC-CTL

COMPLAINT FOR INJUNCTION

[Civ. Code §§ 1780(a)(2), 1780(a)(5)]

Complaint for Injunction

Douglass v. EF Institute for Cultural Exchange, Inc., et al.

1 Comes now Plaintiff Melissa Douglas (Plaintiff) and alleges as
2 follows:

3 1. Plaintiff is a resident of the State of Nevada whose minor child
4 was scheduled to go on an EF Tour (as that term is defined, *infra*) until that
5 EF Tour was cancelled by EF Defendants (as that term is defined, *infra*) as a
6 result of the Virus Epidemic (as that term is defined, *infra*).

7 2. Defendant EF Institute for Cultural Exchange, Inc. (EFCAL) is
8 a California corporation.

9 3. Defendant EF Education First International, Ltd. (EFSWISS) is
10 a foreign entity of unknown nature. EFCAL and EFSWISS are sometimes
11 collectively referred to as EF Defendants.

12 **Jurisdiction and Venue**

13 4. This court has jurisdiction over this matter because EFCAL is a
14 citizen of the State of California and this case arises out of and is related
15 only to matters of California State law, to wit, the California Legal
16 Remedies Act (B. & P. Code §§ 17500 et. seq. [CLRA]), which CLRA is
17 applicable to EFCAL due to EFCAL's status as a California corporation. See
18 Exhibit 1 hereto.

19 5. Venue is appropriate in the Superior Court in and for the
20 County of San Diego in that, while EFCAL is incorporated in the State of
21 California, EFCAL has no principle place of business in the State of
22 California but does do business throughout the State of California, including

1 in San Diego, California and may thus be sued herein pursuant to CLRA §
2 1780(d).

3 **Charging Allegations**

4 6. EF Defendants have each acted as the agents of the other in
5 doing and failing to do all of the things alleged herein.

6 7. In addition to the foregoing, there is a sufficient unity of
7 interest between EFCAL and EFSWISS—each of which are wholly owned,
8 directly or indirectly, by members of the Switzerland-based Hult family—
9 that the Court should disregard the various organizational forms of the EF
10 Defendants and instead treat EFCAL and EFSWISS as being the alter egos
11 of each other for all purposes herein.

12 8. Plaintiff, on the one hand, and EF Defendants, and each of
13 them, on the other hand are all parties to a written contract of adhesion (the
14 EF 2019-2020 Adhesion Contract) that was drafted solely by EF Defendants
15 as a result of the EF Defendants being the parties to the EF 2019-2020
16 Adhesion Contract who had by far the superior bargaining power and
17 presented to Plaintiff on a take it or leave it basis. A true and correct copy of
18 the EF 2019-2020 Adhesion Contract is attached hereto as Exhibit 2.

19 9. The subject matter of the EF 2019-2020 Adhesion Contract is
20 “all EF Tours departing after October 1, 2019.”

21

22

1 10. The reference to “EF Tours” in the EF 2019-2020 Adhesion
2 Contract is a reference to thousands of tours to various places all over the
3 world sold by EF Defendants to various educational groups, specifically
4 including, but not limited to, educational groups consisting of high school
5 classes traveling with high school teachers who rely on EF Defendants to
6 arrange for air travel, ground transport, hotels, food, sightseeing etc.

7 11. The “EF Tours” described in the EF 2019-2020 Adhesion
8 Contract constitute goods and services sold to consumers, i.e., persons such
9 as Plaintiff who are acquiring such goods and services for personal, family
10 or household purposes, thus making the sale of such EF Tours to Plaintiff
11 and all others similarly situated “covered transaction” under CLRA §
12 1770(a).

13 12. CLRA § 1770(a)(19) forbade the placement of any
14 unconscionable provisions in any written contract by EFCAL.

15 13. The EF 2019-2020 Adhesion Contract contains several such
16 unconscionable provisions, specifically including but not limited to the
17 following:
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- 1 EF retains the right to cancel, modify, or delay the tour as a

2 result of unforeseeable events that are beyond EF's reasonable

3 control, including but not limited to ... public health issues or

4 quarantine or threats of public health issues ... that make[] it

5 impossible or commercially unreasonable in the sole opinion of

6 EF to conduct the tour as originally contracted. If EF cancels

7 the tour for any such reason, travelers will receive an EF future

travel voucher for all monies paid, less the \$95 non-refundable

deposit and any additional non-refundable fees. Cancellation by

EF for causes described in this section shall not be a violation

of its obligations to any traveler (the No Public Health

Emergency Cash Refund Clause).
- 8 I agree to release EF ... from, and agree not to sue [EF] for, any

9 and all claims of any nature related in any manner to my

10 participation in an EF-sponsored tour ... including, but not

11 limited to, claims for negligence, breach of contract, breach of

12 express or implied warranties, negligence or wrongful death, or

13 any statutorily based claim. I hereby unconditionally and

14 unequivocally waive any and all claims and demands for all

15 damages, losses, costs and expenses of any nature whatsoever

16 (including attorneys' fees) on account of or arising out of any

17 and all personal injury, death, bodily injury, mental anguish,

18 emotional distress, or property or other damage that I may

19 suffer from any cause whatsoever related in any way to my

20 participation in any EF-sponsored tour (the First CLRA Waiver

21 Clause).
- 22 This agreement and performance hereunder shall be governed

in all respects by the substantive laws of the Commonwealth of

Massachusetts. In the event of any claim, dispute, or proceeding

arising out of my relationship with EF ... it shall be resolved

solely in courts of the Commonwealth of Massachusetts and/or

the United States District Court for the District of

Massachusetts (the Second CLRA Waiver Clause).

1 13. The First CLRA Waiver Clause and the Second CLRA Waiver
2 Clause are both void as a matter of law because the effect of enforcing any
3 aspect of either of these two clauses would violate CLRA § 1751 (forbidding
4 any attempt by any defendant California citizen to obtain any advance
5 waiver of any plaintiff's potential CLRA rights against that defendant
6 California citizen, specifically including any attempt by any defendant
7 California citizen to obtain any advance waiver of a plaintiff's rights to
8 CLRA §§ 1780(a)(2) and/or 1780(a)(5) injunctive rights and any attempt by
9 any California citizen to obtain any advance waiver of any plaintiff's CLRA
10 § 1780(c) venue rights).

11 14. In response to the world-wide public health emergency
12 occasioned by the corona virus (the Virus Epidemic) as declared by the
13 World Health Organization on January 30, 2020, the EF Defendants have
14 unilaterally cancelled every EF Tour scheduled to leave the United States on
15 and after that date.

16 15. While the Virus Epidemic is no doubt already truly calamitous,
17 it is not the only no doubt truly calamitous world-wide public health
18 emergency that has occurred in recent years. *See*
19 https://en.wikipedia.org/wiki/Public_Health_Emergency_of_International_Concern

20
21
22

1 16. In cancelling the EF Tours in response to the Virus Epidemic
2 the EF Defendants have relied on the No Public Health Emergency Cash
3 Refund Clause to deny Plaintiff and all others similarly situated anything but
4 what the No Public Health Emergency Cash Refund Clause vaguely
5 describes as “EF future travel voucher[s] for all monies paid.”

6 17. In light of all of the prior information available to the EF
7 Defendants with respect to the potentially calamitous effects of various
8 world-wide public health emergencies that have either already occurred or
9 that have long been predicted as very likely to occur (the Virus Epidemic
10 included in this latter category) on EF’s and the travel industry’s ability to
11 serve the public, the EF Defendants conduct in placing the No Public Health
12 Emergency Cash Refund Clause into the EF 2019-2020 Adhesion Contract
13 was both procedurally and substantively unconscionable.

14 18. From a procedural unconscionability standpoint, and as is
15 alleged, *supra*, the EF 2019-2020 Adhesion Contract was drafted solely by
16 EF Defendants as a result of the EF Defendants having been the parties to
17 the EF 2019-2020 Adhesion Contract who had by far the superior bargaining
18 power and who presented the EF 2019-2020 Adhesion Contract to Plaintiff
19 on a take it or leave it basis.

1 19. In addition, and because the EF Tours were sponsored by the
2 various public and private schools which the minor children of Plaintiff and
3 others similarly situated were attending with persons otherwise employed by
4 such schools as full-time teachers acting as the middlemen between the EF
5 Defendants and Plaintiff and others similarly situated the Plaintiff and all
6 others similarly situated were all intentionally lulled into a false sense of
7 security by the EF Defendants' encouraging the belief that, like their
8 children's teachers, the EF Defendants had the best interest of Plaintiff and
9 others similarly situated and their families at heart. Which the EF
10 Defendants obviously didn't.

11 20. From a substantive unconscionability standpoint the EF
12 Defendants either knew or should have known (i) that in any Virus Epidemic
13 or similar world-wide public health emergency it would not be realistically
14 able to schedule any future EF Tours for any particular time or place at any
15 predictable cost and (ii) that the financially negative effects of a Virus
16 Epidemic or similar world-wide public health emergency would necessarily
17 put the EF Defendants' own ability to remain solvent so as to be able to later
18 pay for the future delivery of the reasonably equivalent goods and services
19 that they would have to acquire in order for the them to honestly and fairly
20 redeem the "EF future travel voucher[s] for all monies paid" at some entirely
21 unpredictable time in the future into the most serious question imaginable.

1 21. In addition to the foregoing, the EF Defendants conduct in
2 placing the No Public Health Emergency Cash Refund Clause into the EF
3 2019-2020 Adhesion Contract was substantively unconscionable because the
4 EF Defendants either knew or should have known that all of the EF Tours
5 are sponsored by various public and private schools where, as previously
6 noted, students accompany their own teachers to various places around the
7 world. Because of that fact, the EF Defendants either knew or should have
8 known that those students would never again be in a position to take an EF
9 Tour since—by whatever time such an alternative tour might hypothetically
10 be scheduled—those students would in all likelihood have moved on to other
11 schools and/or jobs and/or both and would predictably not be able to free
12 their schedules to go on some different EF Tour with complete strangers as
13 traveling companions, even assuming such kind of hypothetical EF Tours
14 were otherwise desirable, which they obviously weren’t going to be anyway.

15 22. CLRA § 1780(a)(2) provides “(a) Any consumer who suffers
16 any damage as a result of the use or employment by any person of a method,
17 act, or practice declared to be unlawful by Section 1770 may bring an action
18 against that person to recover or obtain any of the following: ... An order
19 enjoining the methods, acts, or practices.”

1 23. CLRA § 1780(a)(5) provides “(a) Any consumer who suffers
2 any damage as a result of the use or employment by any person of a method,
3 act, or practice declared to be unlawful by Section 1770 may bring an action
4 against that person to recover or obtain any of the following: ... Any other
5 relief that the court deems proper.”

6 24. To the extent that CLRA § 1780(a)(2) is construed as being
7 limited to prohibitory injunctions and any injunction issued by the Court is
8 deemed mandatory in effect, Plaintiff contends that CLRA § 1780(a)(5)
9 contemplates the issuance of any such mandatory injunction as the Court
10 may deem just.

11 25. Plaintiff has herself suffered an actual loss of money or
12 property in connection with the EF Defendants’ violation of the CLRA in
13 the amount of approximately three thousand eight hundred dollars (\$3,800)
14 which sum Plaintiff pre-paid the EF Defendants at the rate of several
15 hundred dollars a month for a period of several years and which monies
16 Plaintiff will forfeit absent issuance of an appropriate injunction by the
17 Court.

Sole Cause of Action (Injunctive Relief)

26. Plaintiff realleges ¶¶ 1-25.

27. The EF Defendants must and should be enjoined from enforcing any of the No Public Health Emergency Refund Clause, the First CLRA Waiver Clause and the Second CLRA Waiver Clause against Plaintiff and others similarly situated due to the fact these clauses, and each of them, are both procedurally and substantively unconscionable under CLRA § 1770(a)(19).

WHEREFORE, Plaintiff prays judgment:

1. For an injunction enjoining the EF Defendants from enforcing any of the No Public Health Emergency Refund Clause, the First CLRA Waiver Clause and the Second CLRA Waiver Clause against Plaintiff and others similarly situated, thereby making it a contempt of Court for the EF Defendants to thereafter refuse to make a full cash refund to Plaintiff and all others similarly situated should they demand that the EF Defendants do so.

2. For a reasonable attorney fee.

3. For such other and further relief as to the Court may seem just.

Dated: March 10, 2020

REALLAW PC

McGRANE PC

By:


William McGrane

Attorneys for Plaintiff Melissa Douglas

EXHIBIT 1



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

GC67455

FILEDIn the office of the Secretary of State
of the State of California**JAN-30 2020****1. CORPORATE NAME**

EF INSTITUTE FOR CULTURAL EXCHANGE, INC.

2. CALIFORNIA CORPORATE NUMBER

C0838563

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)**3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE TWO EDUCATION CIRCLE, CAMBRIDGE, MA 02141			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ MARTHA H. DOYLE	TWO EDUCATION CIRCLE, CAMBRIDGE, MA 02141			
8. SECRETARY JEFFREY CASSIDY	TWO EDUCATION CIRCLE, CAMBRIDGE, MA 02141			
9. CHIEF FINANCIAL OFFICER/ JEFFREY CASSIDY	TWO EDUCATION CIRCLE, CAMBRIDGE, MA 02141			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME MARTHA H. DOYLE	TWO EDUCATION CIRCLE, CAMBRIDGE, MA 02141			
11. NAME JEFFREY CASSIDY	TWO EDUCATION CIRCLE, CAMBRIDGE, MA 02141			
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.14. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.]
CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
SALES AND MARKETING

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/30/2020

JEFFREY CASSIDY

SECRETARY

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

EXHIBIT 2

General Terms and Conditions

These Booking Conditions are valid for all EF tours departing after October 1, 2019, and are subject to change with or without notice. The most current Booking Conditions at the time of your departure will apply, which are available at eftours.com/bc. All tours are operated outside of the U.S. by EF Education First International, Ltd., Switzerland. EF Institute for Cultural Exchange, Inc. is a marketing service provider for that company and is referred herein together with EF Education First International, Ltd. as "EF."

WHAT'S INCLUDED IN THE PROGRAM PRICE?

- \$95 non-refundable deposit
- Round-trip airfare
- Accommodations in hotels with private bathrooms
- A Tour Director available 24 hours a day from when you arrive until you depart
- Breakfast and dinner daily in Europe. (For non-European destinations different meal plans may apply.)
- Sightseeing tours and excursions led by licensed local guides as specified
- Airport transfers and transportation between destination cities
- Transportation to all included activities
- Entrance fees and theater tickets as specified
- EF walking tours and Tour Director-led sightseeing as specified
- Cruises, trains, or ferries as specified
- 24-hour worldwide emergency service
- Support from EF representatives abroad
- Adult supplement (if applicable)
- Weekend supplement (\$35 fee for any flight departing Friday, Saturday, or Sunday in either direction, if applicable)
- EF backpack and luggage tag for each tour

The above apply to all tours unless otherwise noted on the tour itinerary. If we ever fail to provide you with any of the above, we will refund you its value upon your return from the tour.

What does the non-refundable deposit include?

All travelers must pay the non-refundable, non-transferable \$95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a \$100 repeat traveler discount off of future tours.* (EF Explore America repeat travelers will receive a \$50 repeat traveler discount off of future EF tours.) The \$95 non-refundable deposit includes:

- EF's standard cancellation policy and Peace of Mind program as described on p. 18
- Processing services by EF staff
- Eligibility for discounts on other EF programs

*Repeat travelers are paying travelers who traveled beginning in 2003. Travelers who cancel their tour prior to traveling are not eligible for a repeat traveler discount. The repeat traveler discount is non-refundable and non-transferable.

WHAT'S NOT INCLUDED IN THE PRICE?

- Rooming supplement (if applicable)
- Optional excursions (except where indicated)
- Global Travel Protection plan (except where indicated)
- Beverages and lunches (except where indicated)
- Transportation to free-time activities
- Customary gratuities (for your Tour Director, bus drivers, and local guides)
- Portage
- Any applicable baggage-handling fees imposed by the airlines (see eftours.com/baggage for complete details)
- Expenses caused by airline rescheduling, cancellations, or delays caused by the airlines, bad weather, or events beyond EF's control (see next page for details)
- Passport, visa, and reciprocity fees or any other fees associated with entry to a specific destination

GROUP TRAVEL

How does group travel work?

We believe that all students should have the opportunity to travel, which means we

do everything we can to keep our program prices the lowest in the industry without sacrificing quality. One of the ways we do that is by combining groups to fill a tour bus so that all travelers help cover the costs of the bus, the Tour Director, local guides, etc. Consolidating groups also allows travelers to meet students from other schools, although groups may not be of the same age level.

Therefore, in order for everyone to travel for the lowest price possible, group travel requires some flexibility. Each group submits its preferred tour choices and travel dates, and then we book all of the groups with the same requested tours on one specific departure date. Because EF is the largest student travel provider, it's rare that groups do not travel on their first-choice tour. However, on occasion, we may need to book your group on a second-choice tour. If we fail to offer a comparable tour, travelers may opt to receive a full refund. EF strives to keep departure dates within two days of the requested date for tours departing October through April and within four days of the requested date for tours departing May through September. Your final tour itinerary and travel dates will be confirmed approximately two months prior to departure.

Anything else I need to know about my itinerary?

Based on your travel dates, there may be times when it becomes necessary to modify your itinerary. Sometimes this involves changing the order in which cities are visited, altering your length of stay in a city or country, or using an alternate airport. On certain days, especially holidays, some tour inclusions may be unavailable. In such cases, we will substitute different inclusions or provide a refund after the tour. Tours are designed for students, as reflected in the pacing, accommodations, and other aspects of the tour.

PRIVATE GROUPS

What if my group wants to travel on our own without being consolidated?

If you want the privacy of your own tour bus and Tour Director, you can choose to travel as a private group. This option is available for an additional fee, which varies based on the final number of paying travelers. If your group fills a standard-size tour bus, the private group option is free. The itinerary may not be modified while on tour (i.e. you do not have the tour bus at your disposal); however you are able to make certain tour modifications prior to the tour departure. Although your base itinerary will include only your group, you may be consolidated with others during optional excursions. Also, due to flight and hotel availability, we require the same departure date flexibility as described above. Please let EF know prior to your first enrollment if you would like to be a private group.

What if my group is traveling on a customized tour?

If your group is traveling on a customized tour, you will automatically be traveling as a private group. The tour price for your customized tour can fluctuate based on the group size and will be finalized based on the number of paying travelers at the time of departure.

ENROLLMENT

All Enrollment Forms must be received at EF by at least 110 days prior to departure. Travelers should provide complete first, middle, and last names, and dates of birth as they appear (or will appear) on their passports.

What is the cost of a name correction?

Any corrections to match passport names made after 110 days prior to departure require that we change the flight reservation, resulting in a minimum fee of \$200 per airline up to the cost of a new published fare ticket. This may also result in a different flight itinerary from the entire group. Travelers who have not yet applied for a passport should provide their full name and date of birth as they appear on their birth certificate.

How do travelers enroll?

Enrollment Forms and payment can be submitted to EF in any of the following ways:

- Online: eftours.com/enroll
- Phone: 800-665-5364
- Mail:
 EF Educational Tours
 EF Center Boston
 Two Education Circle
 Cambridge, MA 02141

For your convenience, travelers are automatically enrolled in paperless billing. Travelers who prefer to receive invoices by mail may request this by logging into account at eftours.com or by calling 800-665-5364.

Can a traveler enroll on a waitlist if the tour is full?

Upon the discretion of the Group Leader, a waitlist may be offered for full tours. The \$95 non-refundable deposit is required for waitlist enrollments. If space becomes available on the tour and the applicant chooses to enroll, EF's payment plan and cancellation policies apply immediately. If space is not available by 14 days prior to departure or if the applicant cancels from the waitlist, the \$95 deposit will be refunded.

Can children under 11 go on tour?

We do not allow children under the age of 6 to travel with us. Travelers ages 6-10 must have an adult chaperone other than the Group Leader and will have to room with that chaperone. Travelers may choose to stay in a family room (a room with two twin beds and a cot) or in a twin (a room with two beds). Applicable fees will apply.

Can adults go on tour?

EF's published program prices are based on student rates for transportation, admissions, accommodations, etc. We welcome adults (those age 20 and older, including those who will turn 20 while on tour) but have to charge a per-person flat fee supplement of \$100 plus \$50 per night of the tour to cover the difference between student and adult rates. Adults will pay an additional \$40 per night for the sea portion of their tour on overnight ferries and cruises, where applicable. Please see next page for information on adult rooming. Groups comprised of a majority of adults must select the private group option. All adult travelers will be required to complete a background check through a third party company prior to traveling. EF reserves the right to cancel any traveler if, in EF's sole discretion, it determines the results pose a risk to the group's safety or wellbeing.

LATE ENROLLMENTS

Can a traveler enroll after 110 days prior to departure?

Yes. A traveler may submit a late enrollment request 109 days or fewer prior to departure. The traveler must enroll on the tour, pay a non-refundable \$145 late enrollment fee, and make full payment of the current program fee. The traveler will be placed on a waiting list while we check bus, flight, and hotel availability. The traveler is responsible for any additional charges that may apply. We may also offer an alternate flight to meet up with the tour or the option of arranging your own flight and buying the land-only portion of the tour.

If we are unable to place the traveler on a tour or the traveler does not wish to pay the additional charges, the traveler may cancel their enrollment request and receive a full refund.

PASSPORTS AND VISAS

Who is responsible for getting travelers' passports, visas, and other travel documents?

Each traveler must obtain a passport and any applicable visas or other travel documents prior to departure. For all tours, we will need passport information by 110 days prior to departure. If a traveler is unable to obtain these travel documents, our standard cancellation policy will apply (see first column on p. 18). Please be sure that passports are valid for at least six months after the tour ends. Visit the U.S. Department of State at www.travel.state.gov for further information. Non-U.S. citizens will need to contact the embassy or consulate of their destination countries to ensure they meet specific entry requirements. Remember to check the itinerary carefully for all countries that will be visited (including countries visited in transit).

GLOBAL TRAVEL PROTECTION PLAN

Can I help protect my investment?

Travelers can help protect their investment from the unexpected with the offered Global Travel Protection plan. Designed specifically with EF travelers in mind, this plan provides coverage for travelers, including pre-departure trip cancellation protection as well as medical expense coverage during their tour (among several post-departure coverages). Additionally, if you are traveling on

a Service Learning Tour operated by Me to We Trips, you are required to have traveler's insurance. If purchased, the Global Travel Protection plan includes travel insurance coverages that will satisfy this requirement. Additional information, prepared by Specialty Insurance Solutions (SIS), is available at: <http://sis-inc.biz/efeducationaltours>. The Global Travel Protection plan becomes non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after receipt.

FLIGHT INFORMATION

Which airlines are used by EF?

EF reserves seats with major airlines, including Aer Lingus, Air Canada, Air France, Air New Zealand, Alitalia, American, British Airways, Copa Airlines, Delta, Iberia, Icelandair, KLM, Lan Airlines, Lufthansa, Qantas, South African Airways, Swiss, United, Virgin Atlantic Airways, and other U.S. and international carriers. Our contracts do not allow upgrades, stopovers, or the accrual of frequent flier miles.

What will my flights be like?

We always do our best to provide the most direct route to your destination city. However, due to available flight routings, we cannot guarantee non-stop or direct flights. Sometimes, groups may travel on an overnight red-eye flight, departing the evening before the tour is scheduled to begin. In rare cases, groups may have a domestic and/or international overnight, layover, and/or bus transfer. Based on seat availability and the size of the plane, we may not be able to accommodate all members of a group on the same flight, in which case the Group Leader will determine on which flight itinerary each traveler will travel. In such instances that a traveler is not satisfied with their flight assignment, standard cancellation fees apply. We are not able to pre-assign seating. Seat assignments will be provided upon check-in. Depending on your group's size, travelers may or may not sit together. Some countries may require aircraft insecticide treatment for inbound foreign flights. A list of such countries is available at eftours.com/insecticide.

Do I have to travel on all legs of my flight itinerary?

You must travel on all legs of your itinerary. If you do not travel on a portion of your flights, the remaining portions will be cancelled. You will be responsible for purchasing a new ticket as well as for any service fees charged by the airlines.

What happens if my flight is delayed?

EF is not responsible for airline schedule changes or mechanical, weather, or capacity-related flight delays; however, visit eftours.com/protection for benefits offered in the Global Travel Protection plan.

Are any airports interchangeable?

Flights to and from the following destinations may originate/end at any of the airports in that vicinity. On occasion, the tour may return to a different airport than the one you departed from.

- Chicago: O'Hare or Midway
- Houston: George Bush Intercontinental or Hobby
- Miami: Fort Lauderdale or Miami
- New York: LaGuardia, JFK, or Newark
- Washington, D.C./Baltimore: BWI, Dulles, or Ronald Reagan National
- Ireland: Cork or Shannon
- Italy: Milan or Venice
- Scotland: Edinburgh or Glasgow
- San Francisco: Oakland, San Jose or San Francisco
- Dallas: Dallas/Fort Worth or Dallas Love Field

Are there flight restrictions for travelers under 18?

Anyone younger than 18 years old traveling apart from the group without an adult companion must contact each airline on the minor's itinerary and may need to register as an unaccompanied minor per the airlines' policies. Some airlines will not allow minors under 16 years of age to travel without an adult companion. Any resulting fees will be assessed by the airlines and are the responsibility of the traveler. Additionally, travelers younger than 18 years old are not permitted to travel land-only unless accompanied by an adult traveling on the tour.

SPECIAL TRAVEL REQUESTS

EF is happy to provide stay-ahead/stay-behind options, alternate departure airports, and land-only tours for individual travelers or the whole group. If you have requested special travel arrangements, EF cannot guarantee that you will fly with your group in either direction.

What if the whole group wants to do a stay-ahead or stay-behind?

Where possible, EF will provide altered flight and/or land arrangements for a group of at least six paying travelers plus the Group Leader. Each traveler will have to pay any additional air and/or land costs. The Group Leader should submit one request for the whole group, which needs to be received prior to the first enrollment.

What if only one traveler has a special travel request?

Individual special travel requests should be submitted online at eftours.com by 110 days prior to departure. Please keep in mind that you should not make any actual arrangements—such as booking a flight or hotel—until final tour itinerary and departure date have been finalized (around 60 days prior to departure). A \$150 service fee plus any additional air and/or land costs will be charged.

What are the types of individual special travel requests?

- Individual stay-ahead/stay-behind option: Where possible, EF will provide altered flight arrangements, according to a traveler's request. Travelers are responsible for making their own arrangements to and from the hotel or airport as well as all land arrangements pertaining to their individual itinerary.
- Alternate departure airports: Program prices are based on group departures. If an individual chooses to fly out of a different airport than the group, the program price of the alternate airport will apply. Travelers must depart from and return to the same domestic airport.
- Land-only tours: On certain tours, travelers have the option to make their own flight arrangements and join the tour at the first hotel on the itinerary. Travelers are responsible for making their own arrangements to and from the hotel or airport. In this case, the program price will be reduced depending on the length and destination of the tour. EF is not responsible for any travel-related delays or inconveniences for land-only travelers. Additionally, travelers younger than 18 years old are not permitted to travel land-only unless accompanied by an adult traveling on the tour.

EXCURSIONS

What are excursions?

EF offers these activities in addition to what is already included on the itinerary. Most Group Leaders choose to add excursions to all traveler accounts.

When should I purchase excursions?

To secure a discounted price, most excursions need to be purchased by 50 days prior to departure (70 days for Versailles). Some excursions may be purchased on tour, though at an increased price.

Are excursions refundable?

If EF cancels an excursion (due to low enrollment, for example), travelers will receive a full refund for the excursion after returning home from tour. To receive a refund for an excursion that you simply no longer wish to be enrolled in, you must let us know by 50 days prior to departure or no refund will be given.

ROOMING

EF handles final rooming assignments for all travelers. Please ensure that all rooming requests are submitted by 110 days prior to departure.

How are students roomed?

Students will room in triples or quads with others of the same sex from the entire tour group. This means that students from different schools may room together. EF uses hotels with rooms that contain two double beds (beds for two people). Two students are expected to share each bed.

Can students request a twin room?

Students may request twin accommodations (a hotel room with two single beds) by submitting the name of their roommate. The following additional fees will apply:

- \$50 per hotel night per student
- \$90 per ferry or cruise night per student

(Please note: Twin accommodations are not available on overnight trains.)

How are adults roomed?

Adults are placed in twin accommodations (a hotel room with two single beds) with another adult of the same sex from the entire tour group, unless the name of a roommate has been provided. This will mean that adults from different schools/organizations may room together.

Can adults request a room with a double bed?

Adults can request double-bed accommodations (a room with one bed for two people) by providing EF with the name of their roommate by 110 days prior to departure.

Can adults request a single room?

Adults can request a single room for an additional \$40 per hotel, cruise, or ferry night. This fee is in addition to the standard adult supplement fees covered on the previous page. Single rooms are not available on overnight trains.

What are the sleeping arrangements on trains?

Overnight trains provide couchette sleeping berths or sessels (recliners). The couchettes contain up to six fold-out beds that come down from the wall; on rare occasions, these compartments may not be exclusive to EF travelers and may be mixed gender. Single rooms and private bathrooms are not available on overnight trains.

MISCELLANEOUS

When does the tour officially start and end?

Each tour begins with the take-off from the departure airport and ends when the flight lands at the return airport. For those making their own flight arrangements, the tour begins upon arrival at the first EF hotel and ends upon departure from the last EF hotel, according to the itinerary. The official length of an EF tour does not include stay-ahead, stay-behind, or any optional periods or activities when travelers are not escorted by a Tour Director.

What happens if EF has to cancel or modify a tour?

EF retains the right to cancel, modify, or delay the tour as a result of unforeseeable events that are beyond EF's reasonable control, including but not limited to, acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorists activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions, or any other reason that makes it impossible or commercially unreasonable in the sole opinion of EF to conduct the tour as originally contracted. If EF cancels the tour for any such reason, travelers will receive an EF future travel voucher for all monies paid, less the \$95 non-refundable deposit and any additional non-refundable fees. Cancellation by EF for causes described in this section shall not be a violation of its obligations to any traveler.

What if a refund is due?

Refunds for overpayments will be issued upon written request and after the most recent payment has been in the traveler's account for 21 days. Refunds will be issued in the name that appears on the traveler's account. All refund checks are mailed 4-6 weeks after the request has been processed. There will be a non-refundable \$35 stop-payment fee for lost refund checks.

What about lost belongings?

EF is not responsible for loss of passports, airline tickets, or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of lost travel documents, the traveler is solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement.

What about travelers with food allergies?

EF recognizes that some travelers may have severe food allergies. We will do our best to ensure that our suppliers are informed of the situation, but we cannot guarantee that all requests will be accommodated. Travelers are responsible for making their own arrangements for all in-flight meals.

What items are prohibited from tour?

For the safety and well-being of all travelers, no firearms or any other weapons are permitted on tour except as required by law.

What if my tour dates do not fall in the range covered by these Booking Conditions?

Visit eftours.com/bc for the most recent version of the latest travel year's Booking Conditions. The most current Booking Conditions will apply.

PERSONAL DATA

EF will process your personal data in compliance with applicable data protection legislation for the purposes of completing your enrollment, customer service, the purchase of an offered travel protection plan, and providing you with the products and services related to your tour. This may entail sharing your personal data with corporate affiliates, claims handlers, insurance providers, and other business partners both within and outside the U.S., including to and within the EEA/Switzerland. We have put appropriate safeguards in place for such transfers of your personal data, including the standard data protection clauses adopted by the European Commission. EF may also use your personal data, combined with data from third parties, to market products and services based on your interests, including by email and SMS/text. You may contact EF at any time to unsubscribe from any direct marketing purposes.

We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. We will keep your personal data for marketing purposes until you withdraw your consent.

If you have questions about the processing or use of your personal data, would like to have a copy of the information EF holds about you, or have inaccurate personal data corrected or erased, please contact customer service at 800-665-5364.

PROTECTION FOR TRAVELERS' PAYMENTS

Travelers' tour money is protected in the unlikely event of EF bankruptcy, insolvency, or cessation of business under our participation in the United States Tour Operators Association (USTOA) \$1 Million Travelers Assistance Program. For program details and a list of its affiliates, contact USTOA by mail at 275 Madison Avenue, Suite 2014, NY, NY 10016, by email at information@ustoa.com, or online at [USTOA.com](https://ustoa.com).

TERMS AND PROVISIONS

The terms and provisions of these Booking Conditions supersede any other warranties, representations, terms, or conditions, unless they are expressly stated within a Booking Conditions Addendum or in a letter signed by an EF officer. While EF makes every effort to ensure the accuracy of its publications, it cannot be held responsible for typographical or printing errors (including prices).

The tour operator for your trip is EF Education First International, Ltd., Selnastrasse 30, 8001 Zurich, Switzerland, organization number CHE-109.874.655, VAT number CHE-116.325.678 MWST. EF Institute for Cultural Exchange, Inc. is an affiliate of EF Education First International, Ltd. and acts only as a marketing services provider for that company. EF Institute for Cultural Exchange Inc. is not an agent of EF Education First International, Ltd. and does not provide any goods or services for your trip. The services provided are tax-exempt with credit in accordance with Swiss Federal Law with regard to VAT Article #23.

Payment Plan Terms and Conditions

Should you choose the Automatic Payment Plan or Manual Payment Plan, the following Terms and Conditions apply.

AUTOMATIC PAYMENT PLAN

- Travelers must select a payment method of either direct debit from a checking account or an ATM/debit card (card must display the Visa or MasterCard logo).
- EF must have the checking account or card holder signature on the Enrollment Form, electronic signature, or verbal authorization indicating agreement to EF's Automatic Payment Plan Terms and Conditions before the plan is activated.
- A minimum of three months of automated payments are required. Travelers who are not eligible for the Automatic Payment Plan must pay in full upon enrollment or enroll in the Manual Payment Plan.

- Travelers must provide a valid email address and pay the tour's \$95 non-refundable deposit before the plan is activated.
- Travelers who choose monthly payments must choose a date between the 1st and 26th of the month on which their account will be automatically debited.
- Travelers who choose bi-weekly payments must choose a weekday on which their account will be automatically debited.
- Due to weekends and holidays, EF reserves the right to debit the travelers' account up to three days after the scheduled date.
- The Automatic Payment Plan amounts are subject to change if tour items or payments (other than the Automatic Payment Plan) are added or removed in excess of \$20. All other items or payments totaling \$20 or less that are added or removed will only be reflected in the final payment.
- After the Automatic Payment Plan's final scheduled payment, any additional items are due at time of purchase. Payments will no longer be automatically deducted.
- A non-refundable \$35 fee will be assessed each time a payment is returned or declined. In these cases, the plan will be recalculated to have the missed payment redistributed across the remaining schedule. EF reserves the right to withdraw travelers from the plan for returns or declines in two consecutive payments. Should the final payment be returned or declined, travelers will automatically be withdrawn from the plan.
- Travelers are not charged late fees while enrolled in the Automatic Payment Plan. If the traveler opts to withdraw from the plan or is withdrawn by EF, the traveler will be enrolled in the Manual Payment Plan, and the \$50 plan fee will be assessed.
- All of the above terms and conditions of the Automatic Payment Plan also apply to travelers on EF Tours for Girl Scouts tours.

MANUAL PAYMENT PLAN

- If travelers do not pay in full upon enrollment or choose the Automatic Payment Plan, they will be enrolled in the Manual Payment Plan and a non-refundable \$50 plan fee will be applied.
- Based on date of enrollment, travelers will be invoiced up to three payments. The first payment of \$500 is due 30 days after enrollment. The second payment of \$500 is due 90 days after enrollment. The remaining balance is due 110 days prior to departure.
- Based on date of enrollment, travelers on an EF Tours for Girl Scouts tour will be invoiced up to four payments. The deposit of \$95 is due at the time of enrollment. The first payment of \$300 is due 60 days after enrollment. The second payment of \$500 is due 14 months prior to departure. The third payment of \$500 is due 9 months prior to departure. The remaining balance is due 110 days prior to departure.
- A late fee of \$95 will be assessed for any missed payment. All late fees are non-refundable.
- Travelers can pay with ATM/debit card, credit card (card must display the Visa or MasterCard logo), or personal checks.
- Payments made by personal check must be submitted with the traveler's name and account number.
- A non-refundable \$35 fee will be assessed each time a payment is returned or declined.
- Travelers are responsible for making on-time payments even if an invoice is not received.
- All payment due dates refer to the dates by which each payment must be received by EF.
- EF reserves the right to cancel the traveler's reservation if any payment is past due by 30 days (or 15 days after final payment).
- Payment for the Global Travel Protection plan is due at time of purchase, and the plan will not be purchased until payment is received.

Paperless Billing Terms and Conditions

For travelers enrolled in Paperless Billing, the following Terms and Conditions apply:

- Travelers will receive electronic invoices in connection with all information related to their EF account, including tour invoices, and other notices that are available in electronic format. Travelers understand this means that, once enrolled, they will not receive paper copies. Invoice reminders will be sent to the billing e-mail address that travelers provide on their enrollment form. Travelers may view and print invoices by logging into their account at eftours.com.

- EF is not responsible for any delay or failure to deliver any invoice, and travelers understand that nothing in these Terms and Conditions relieves obligation to pay any invoice.
- Travelers may elect not to receive electronic invoices and change to billing by US mail at any time by logging into account at eftours.com or by calling 800-665-5364.
- To the extent permitted by law, paperless billing is provided “as is” with faults and without warranties of any kind, either expressed or implied. Travelers assume all responsibility and risk for use of paperless billing. EF does not warrant that the information, processes, or services will be uninterrupted, or bug or error free.

Cancellation Policy

The cancellation policies outlined below take into consideration the costs EF incurs long before groups ever depart. Notice of cancellation from an EF tour will only be accepted from the traveler, his or her legal guardian, or the Group Leader. The date of cancellation will be determined by the date on which EF receives notice. Cancellation refunds can only be made to the person whose name appears on the account. In order to qualify for refunds in accordance with EF’s standard cancellation policy, all payments must be received on time.

EF’s standard cancellation policy*

- *150 days or more prior to departure:* Full refund less the \$95 non-refundable deposit, all non-refundable fees, Global Travel Protection, and a \$300 cancellation fee.
- *149 to 110 days prior to departure:* Full refund less the \$95 non-refundable deposit, all non-refundable fees, Global Travel Protection, and a \$500 cancellation fee.
- *109 to 45 days prior to departure:* Full refund less the \$95 non-refundable deposit, all non-refundable fees, Global Travel Protection, and 50% of the program price.
- *44 days or less prior to departure:* No refund will be issued.

*Travelers who purchase a Global Travel Protection plan have the opportunity to cancel the trip until 60 days prior to departure due to reasons not covered by the insurance underwritten by United States Fire Insurance Company and have the option to rebook to another EF Educational Tour within 30 days of such cancellation. Traveler is responsible for finding a new tour, and final placement is based on availability. Such tour needs to take place within 180 days from cancellation, and any difference in price will be covered by the traveler (non-refundable fees from the original tour will not be put toward the rebooked tour). This benefit is not an insurance provided by United States Fire Insurance Company.

Cancellation with replacement**

- 150 days or more prior to departure: Full refund less the \$95 non-refundable deposit, all non-refundable fees, and Global Travel Protection.
- 149 to 110 days prior to departure: Full refund less the \$95 non-refundable deposit, all non-refundable fees, Global Travel Protection, and a \$100 substitution fee.
- 109 days or less prior to departure: Replacements can no longer be accepted and EF’s standard cancellation policy will apply.

** Cancellation with replacement refers to a traveler who cancels but finds a person to replace him or her for the same program. The replacement’s Enrollment Form must be submitted at the same time as the notification of cancellation.

Group Leader cancellation

A Group Leader must accompany travelers on every tour. If a Group Leader cancels for any reason, he or she will be asked to assign a new Group Leader. Any travelers who cancel at this point and choose not to travel with their replacement Group Leader will be treated as standard cancellations. If no replacement Group Leader is found, the affected travelers will need to cancel to be eligible for EF’s standard cancellation policy. Those travelers interested in being placed with a new tour group should contact EF at 800-665-5364. If we cannot find a new tour for these travelers, EF’s standard cancellation policy will apply.

EF’s Peace of Mind Program

We understand that plans can change due to unforeseen circumstances. EF provides an exclusive Peace of Mind program to account for such situations. This program is automatically included for all travelers and can be enacted at the group level for any reason, including terrorism or other world events. Your Group Leader may choose from the following options:

45 days or more prior to departure

- Change the travel dates of your group’s current tour
- Work with EF to modify your group’s current tour or find a new tour
- Cancel your tour and all travelers will receive a transferrable travel voucher

44 days or less prior to departure

If any location(s) included in the group’s tour itinerary is designated as a Travel Advisory Level 3 or 4 by the U.S. Department of State, your Group Leader may still choose any option from the section above.

EF’s Peace of Mind program Terms and Conditions

Benefits of the Peace of Mind program are only available to the entire group and not to individual travelers. Travelers missing any payment deadlines must pay any incurred late fees to qualify for this program. Revised tours must fall within the date range that these Booking Conditions are valid. If the revised tour has a higher price than the original tour, travelers will be required to pay the difference as a condition of traveling on the revised tour. If EF cannot accommodate a revised tour request and/or the group decides not to travel on the original tour, then the group may opt for travel vouchers. If the group does not travel on the original tour, travel on a revised tour, or receive a future travel voucher, standard cancellation fees will apply. Travelers cancelling from a revised tour will be charged a cancellation fee based on the date that the original tour was revised or the date of cancellation from the revised tour, whichever is higher. EF will make every effort to accommodate revised tour requests. Travel vouchers will be issued in the amount of all monies paid by a traveler for the original tour less the \$95 non-refundable deposit and any other non-refundable fees. Travel vouchers are valid for the current and following travel year. Travel vouchers are transferrable at the face value of the voucher to members of the traveler’s immediate family or to students and faculty of the traveler’s school. The future travel voucher is not a merchandise credit or a gift certificate and may not be redeemed for cash.

Release and Agreement

I (or parent or legal guardian if enrollee is under 18 or a minor under any other applicable law) have read, understand and agree to the following in exchange for enrollment on an EF Educational Tour:

1. I acknowledge and understand that my tour is operated outside of the U.S. by EF Education First International, Ltd., Switzerland, and that EF Institute for Cultural Exchange, Inc. acts only as a marketing service provider for that company. If I am participating in a Service Learning Tour, I acknowledge and understand that a portion of my tour may be operated by Me to We Trips, Ltd., a Canadian entity, in collaboration with Free The Children.
2. EF Institute for Cultural Exchange, Inc., EF Education First International, Ltd., and their affiliated companies, partners, and any companies acting on their behalf, along with their officers, directors, employees, agents, and authorized representatives (collectively referred to herein as "EF") do not own or operate any entity which is to or does provide goods or services for my program, including, for example, hotels; arrangements for, ownership of, or control over houses, apartments, or other lodging facilities; tour directors; airline, vessel, bus, or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; or food service or entertainment providers; etc. I acknowledge that all such persons and entities, specifically the Tour Director assigned to my tour, are independent contractors and not employees or agents of EF. As a result, EF is not liable for any negligent or willful act or failure to act of any such person or entity or of any third party.
3. Without limitation, EF and/or Me to We Trips, Ltd. in collaboration with Free The Children and its affiliated companies, partners, any companies acting on its behalf, each of their directors, officers, employees, volunteers, sponsors, independent contractors, agents, and authorized representatives (together referred to as "MTW") are not responsible for any injury, loss or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God; force majeure; acts of government; acts of war or civil unrest; insurrection or revolt; strikes or other labor activities; criminal, terrorist, or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses, apartments, or other lodging facilities (or in any heating, plumbing, electrical, or structural problem therein); mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; dangers associated with or bites from animals, insects, or pests; sanitation problems; food poisoning; epidemics or the threat thereof; disease; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; or any negligent or willful act or failure to act of any third party or for any other cause beyond the direct control of EF or MTW.
4. I agree to release EF and my school, my school district, my school board, MTW, my Group Leader, and Tour Director (collectively, the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims of any nature related in any manner to my participation in an EF-sponsored tour or a Service Learning Tour, including, but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligence or wrongful death, or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, or property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF-sponsored tour or a Service Learning Tour.
5. I understand that travel in other nations is not similar to travel within the United States. Travel outside of the United States can involve inconvenience and risk, including, but not limited to, forces of nature, geographic and climatic conditions, different hygienic standards, infrastructure problems (including road maintenance, transportation delays and accommodation conditions), civil unrest, vandalism, crime, political instability, and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a program and, if available, may not be equal to standards in the participant's home country. I understand that a Service Learning Tour is a physically demanding excursion in a developing country, and I knowingly assume the risks of such an excursion. I further understand that different parts of the world present unique health, disease, and safety concerns, and I agree to review any specific risks related to my destination by visiting the Centers for Disease Control and Prevention's Traveler's Health website at www.cdc.gov/travel and the State Department's International Travel website at www.state.gov/travel. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience, and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.
6. I further agree to release the Released Parties from any and all decisions to cancel, modify, or delay the tour as a result of unforeseeable events that are beyond the reasonable control of EF or MTW or which become necessary or advisable so as to increase the quality of the tour.
7. I agree that this Release applies to and binds myself and my minor child enrolling on tour (if applicable) along with my personal representatives, executors, heirs, and family.
8. In addition, EF and MTW shall have no responsibility for me whatsoever when I am absent from an EF- or MTW-supervised activity or for non-supervised activities, such as visits to friends or relatives or during stay-ahead/stay-behind option periods or any other optional period or activity when not escorted by a Tour Director.
9. My tour begins with the takeoff from the EF departure airport and ends upon completion of the flight back to the origination (or other arrival) airport.
10. The air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is subject to and limited by the airlines' contract of carriage, its tariff, the Montreal Convention or Warsaw Convention and their amendments or both.
11. EF or my Group Leader reserves the right to refuse or cancel my registration at its sole discretion. In such event, standard cancellation policies as outlined in the Booking Conditions apply.

12. I agree to abide by EF's and MTW's regulations and the directions of my Group Leader, my Tour Director, and EF's or MTW's personnel during my tour. Failure to do so may result in my Group Leader or EF terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my program price, and that my Group Leader or EF may then send me home at my own expense.
13. I agree to abide by all local laws when abroad. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the program price, and my Group Leader or EF may send me home at my own expense. I also understand that, should local authorities be involved, I will be subject to the laws of the country I am visiting.
14. If I become ill or incapacitated, EF, MTW, and their employees, or my Group Leader, may take any action they deem necessary for my safety and wellbeing, including notifying parents/guardians and/or securing medical treatment (at my own expense) and transporting me home. EF retains the right, in its sole discretion, to contact the traveler's parents/guardians with regard to health issues or any matter whatsoever that relates to the traveler's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF or MTW will attempt to cause appropriate treatment to be administered, and the traveler authorizes EF or MTW to do so. EF or MTW, however, make no warranty that it will be able to cause effective (or any) emergency treatment to be administered or to be timely administered.
15. I have made the choice to travel with the teacher/Group Leader organizing my group. I understand that this choice is not the responsibility of EF. I understand that my Group Leader is able to make decisions on my behalf, including but not limited to changing the group's requested tour or travel date and requiring that I purchase items such as the Global Travel Protection plan and optional excursions. I understand that a Group Leader must accompany me on tour. If my Group Leader cancels for any reason, EF will ask him or her to assign a new Group Leader. If I cancel at this point and choose not to travel with the replacement Group Leader, I will be treated as a standard cancellation. If no replacement Group Leader can be found, I will need to cancel and EF's standard cancellation policy will apply. I may also request that EF place me with a new tour group. If EF cannot find a new tour group for me, EF's standard cancellation policy will apply.
16. If I will be age 20 or older at any time during my tour, I acknowledge that EF will conduct a criminal background check ("CBC") as a pre-condition to travel. If such a traveler refuses to consent to the CBC, it will be deemed a cancellation and EF's standard cancellation policy will apply.
17. This Release and Agreement and EF's Booking Conditions constitute the entire agreement between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements, marketing materials, or agreements not herein, including, but not limited to, any oral statements made to me by any agents or employees of EF or by my school or Group Leader. This agreement may be amended or modified only in a writing, signed by EF. The waiver by EF of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.
18. This agreement and performance hereunder shall be governed in all respects by the substantive laws of the Commonwealth of Massachusetts. In the event of any claim, dispute, or proceeding arising out of my relationship with EF or MTW, or any claim which arises between the Parties, whether or not related to this agreement, the literature for the trip or the trip itself, it shall be resolved solely in courts of the Commonwealth of Massachusetts and/or the United States District Court for the District of Massachusetts.
19. For travelers in Utah only: This tour is not sponsored by any public school, public school district, or other public entity and is operated and organized by a privately owned company.
20. EF and MTW may use any film or digital likeness taken of me and any of my comments while on an EF tour as well as any project work (including, but not limited to, online learning programs offered by EF) for future publicity without compensation to me and also use my contact information for future EF promotions. I have read and agreed to the Terms of Use and Privacy Policy outlined at eftours.com/legal-notices and I consent to EF's processing of my personal data.
21. I have read and agreed to the Terms of Use and Privacy Policy outlined at eftours.com/legal-notices, and I consent to EF's processing of my personal data as set forth on page 17.

LIMITED POWER OF ATTORNEY

For parents/guardians of travelers under the age of 18 or a minor under any applicable law

The tour itinerary may include certain activities (such as whitewater rafting in Costa Rica) that may require the Group Leader to sign a release on behalf of the travelers (who are minors and cannot sign for themselves) in order to allow participation. This Limited Power of Attorney allows the Group Leader to execute these documents on your behalf should the need arise. Your execution of this Limited Power of Attorney is voluntary, and if you choose not to grant this Limited Power of Attorney, your child may still participate in the tour but may not be able to participate in some tour activities. With regard to said activities:

1. I understand and agree that my child, with my permission, has voluntarily chosen to participate in the activities, and we assume all dangers and risks associated with the activities.
2. I do hereby delegate to the Group Leader a "Limited Power of Attorney" and full authority to sign any documents, including, but not limited to, liability releases, permission slips, waivers, and/or any other type of participation agreement required by the operators of any activity for participation. By signing the EF Educational Tours Enrollment Form, I understand and agree to the above.

EF's Rules of the Road

WHEN YOU ENROLL ON YOUR TOUR

You agree to EF's Rules of the Road, which can also be found on your personalized website. If you do not conform to these regulations or any specific rules set by your Group Leader, you risk dismissal from the tour, returning home at your expense with no refund for the missed tour portion. Decisions regarding tour dismissal are up to EF and/or your Group Leader.

If you are traveling on a Service Learning Tour operated by Me to We Ltd., you must also adhere to Me to We's Rules of the Road. Please visit eftours.com/mtwrules for more details.



All travelers must adhere to the following regulations while on tour:

1. All scheduled activities are obligatory. If you are sick or have a physical ailment that might prevent you from participating in an activity, you must tell the Group Leader, who should notify the Tour Director.
2. If you want to visit friends or relatives in a destination country, your Group Leader must be told before the tour begins. Please complete the Tour Leave Form, found under Forms and Resources on the Help Center (eftours.com/help-center), to receive permission for the visits. You must then give the form to your Tour Director upon arrival.
3. You are expected to respect the nightly curfew that your Group Leader may set for your own safety and security. Room checks will be conducted at the Group Leader's discretion. Visitors or group members of the opposite sex are not permitted in your room.
4. Smoking is not allowed on buses, during meals, in hotel rooms, or in any other shared, enclosed space.
5. Hitchhiking and the driving or renting of any motor vehicle is strictly forbidden for all travelers.
6. You are required to pay for any phone calls or incidental personal expenses incurred at hotels. These will be payable the evening before departure at each hotel.
7. Travelers under the age of 18 may not consume alcohol on tour. Travelers over the age of 18 (or older, if local laws require) may consume beer or wine in moderation. The consumption of hard liquor is strictly forbidden. Group Leaders and/or parents may prohibit all alcohol consumption at their discretion. Excessive drinking by any traveler will not be tolerated and will result in dismissal from tour at the traveler's own expense.
8. Illegal activities will not be tolerated and are punishable by immediate dismissal from the tour. If you are involved in any illegal activities, all costs to return home are at your own expense. If the local authorities are involved, you will be subject to the laws of the country you are visiting.
9. Payment for damage done to hotel rooms or to buses is your responsibility. If you notice any damage upon arrival at a hotel, you should notify the Tour Director immediately.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Education First Tour Companies Refuse to Issue Full Cash Refund for Tours Canceled Due to Coronavirus Outbreak, Lawsuit Claims](#)
