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Office of Consumer Protection
235 South Beretania Street, Room 801
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1ST CIRCUIT COURT
STATE OF HAWAII
FILED

2002 OCT 10 PM 2:12

Attorney for Plaintiff

R. HIGA
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of
Consumer Protection,

Plaintiff,

vs.

ATLANTIC INTERNATIONAL
UNIVERSITY, INC., a Hawaii
corporation,

Defendant.

) CIVIL NO. 02-1-1733-07 SSM
) (Other Civil Action)
)

) STIPULATED PERMANENT
) INJUNCTION AND FINAL JUDGMENT
) AGAINST DEFENDANT ATLANTIC
) INTERNATIONAL UNIVERSITY, INC.
)

) Trial Date: None
) SCF Date: None
)

STIPULATED PERMANENT INJUNCTION
AND FINAL JUDGMENT AGAINST
DEFENDANT ATLANTIC INTERNATIONAL UNIVERSITY, INC.

Plaintiff and Defendant Atlantic International University, Inc. (hereinafter
"Defendant") hereby stipulate and agree to the entry of this Stipulated Permanent
Injunction and Final Judgment Against Defendant Atlantic International University, Inc.
as follows:

JEFFREY E. BRUNTON #2833
Office of Consumer Protection
235 South Beretania Street, Room 801
Honolulu, Hawaii 96813-2419
Telephone: (808) 586-2636

Attorney for Plaintiff

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of Consumer Protection,)	CIVIL NO. 02-1-1733-07 SSM
)	(Other Civil Action)
)	
Plaintiff,)	STIPULATED PERMANENT
)	INJUNCTION AND FINAL JUDGMENT
vs.)	AGAINST DEFENDANT ATLANTIC
)	INTERNATIONAL UNIVERSITY, INC.
)	
)	
ATLANTIC INTERNATIONAL)	
UNIVERSITY, INC., a Hawaii)	
corporation,)	
)	Trial Date: None
Defendant.)	SCF Date: None
)	

STIPULATED PERMANENT INJUNCTION
AND FINAL JUDGMENT AGAINST
DEFENDANT ATLANTIC INTERNATIONAL UNIVERSITY, INC.

Plaintiff and Defendant Atlantic International University, Inc.

(hereinafter "Defendant") hereby stipulate and agree to the entry of this Stipulated Permanent Injunction and Final Judgment Against Defendant Atlantic International University, Inc. as follows:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This court has jurisdiction over this matter and the parties hereto pursuant to Hawaii Rev. Stat. Chapters 446E, 480, 487 and 603 and venue is proper herein.

2. Plaintiff's Complaint states claims against the Defendant upon which relief may be granted under Hawaii Rev. Stat. Chapter 446E and Hawaii Rev. Stat. § 480-2(a).

3. Defendant its officers, agents, servants, employees and those persons in active concert or participation with it who receive actual notice of this order by personal service or otherwise, are hereby restrained and enjoined from failing to comply with the requirements set forth herein.

4. Defendant shall be responsible for making the substantive terms and conditions of this judgment known to its officers, directors, successors, managers, employees and those persons associated with Defendant who are responsible for implementing the obligations set forth in this judgment.

5. Defendant shall not effect any change in its form of doing business or organizational identity for the purpose of avoiding the terms and conditions contained in this judgment.

6. Unless otherwise specified herein, this judgment shall take effect on filing with the court. The receipt or deposit by the Office of Consumer Protection of any monies pursuant to this judgment does not constitute acceptance

by the Office of Consumer Protection and any monies received will be returned if this judgment is not executed by the Office of Consumer Protection or the court.

7. Defendant shall be and is enjoined from (a) failing to properly and adequately disclose the fact that Atlantic International University is and was not fully accredited by any nationally recognized accrediting agency or association listed by the United States Secretary of Education in any and all of its promotional materials as required by Hawaii Rev. Stat. Chapter 446E; (b) indicating or suggesting that the State of Hawaii licenses, approves of or regulates its operations in any of its promotional materials; and (c) failing to comply with Hawaii Rev. Stat. Chap. 446E or § 480-2(a) in any other particulars.

8. Defendant shall provide a full refund to any consumer as set forth herein. "Consumer" means any individual who enrolled in or made any payment to Defendant or any of its agents within a country in which Defendant's advertising or promotional material violated Hawaii Rev. Stat. Chap. 446E, including but not limited to Malaysia. Upon entry of this judgment, Defendant shall notify all such consumers in writing that they are entitled to full restitution (conditioned on the return of any diploma awarded). Said notice shall be in a form agreeable by Plaintiff and shall also notify the recipients of their rights under Hawaii Rev. Stat. §480-13. Defendant shall provide a full refund to any recipient requesting one by certified check within fourteen days of receipt of the request for such and the return of the diploma, if applicable. In the event Defendant fails to make restitution as required herein, Defendant agrees, in addition to all other

payments required herein, to pay the Office of Consumer Protection civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each consumer who does not receive full restitution as required and set forth herein.

9. Defendant be and is hereby liable to pay the sum of Two Thousand Five Hundred Dollars (\$2,500.00) to the Office of Consumer Protection, State of Hawaii for civil penalties, attorneys' fees and costs of investigation pursuant to Hawaii Rev. Stat. § 480-3.1. Payment shall be in the form of a cashier's check made payable to the "State of Hawaii". In the event Defendant fails to make timely payment as required herein, each Defendant shall be liable for an additional One Thousand Dollars (\$1,000.00) in civil penalties payable immediately upon demand by Plaintiff.

10. Defendant hereby agrees that it shall, in addition to all other payments required by and in this stipulation, pay Plaintiff fifty per cent (50%) of any monies which it receives, or which it would be entitled to receive, from any third parties, based upon claims made arising out of the matters set forth in the complaint and any amendments thereto. This would include, but not be limited to, any monies received from any insurance carriers or professionals rendering legal advice. Any such payments shall be made promptly upon the receipt of said monies by Defendant.

11. Defendant shall promptly provide to the Office of Consumer Protection upon request proof of any action(s) required to be taken by the Defendant pursuant to the terms of this stipulated judgment.

12. Under no circumstances shall this document or the name of State of Hawaii, the Office of Consumer Protection, Department of Commerce and Consumer Affairs, or any of its employees or subdivisions be used by Defendant in connection with any selling, advertising or promotion of any product or service. The parties understand that this document shall not be construed as an approval or sanction by the State of Hawaii of Defendant's business practices. Nothing in this document shall be construed to permit or make lawful any act, practice, or course of conduct prohibited or made unlawful by Hawaii Rev. Stat. Chap. 446E, 480 or 481A or any other law.

13. This stipulated judgment shall apply to Defendant, its agents, employees, successors and assigns.

14. This court shall retain jurisdiction of this case for the purpose of enabling any of the parties to this stipulation to apply to this court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this stipulation, to modify or terminate any of their provisions, to enforce compliance, and to punish violations of its provisions. If it shall be made to appear to the court that there has been a violation of any of the terms of this stipulation, upon motion, this court may enter an order to show cause why Defendant should not be found in contempt. Nothing in this document shall bar Plaintiff from seeking, or the court from imposing, against Defendant or any other person any other relief available under any other applicable provision of law for violation of this document, in addition to or in lieu of the civil penalties provided for above.

15. All payments required under this stipulated judgment shall be made by cashier's checks.

16. No claims remain against any party.

DATED: Honolulu, Hawaii, _____.

Judge of the above-entitled Court

APPROVED AS TO FORM AND CONTENT AND AGREED:

JEFFREY E. BRUNTON
Attorney for Plaintiff

DAVID H. JUNG
Attorney for Defendant
ATLANTIC INTERNATIONAL UNIVERSITY, INC.

Civil No. 02-1-1733-07; State of Hawaii vs. Atlantic International University, Inc.;
STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST
DEFENDANT ATLANTIC INTERNATIONAL UNIVERSITY, INC.

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15. All payments required under this stipulated judgment shall be made by cashier's checks.

16. No claims remain against any party.

DATED: Honolulu, Hawaii, OCT 07 2002.

SABRINA S. MCKENNA

Judge of the above-entitled Court

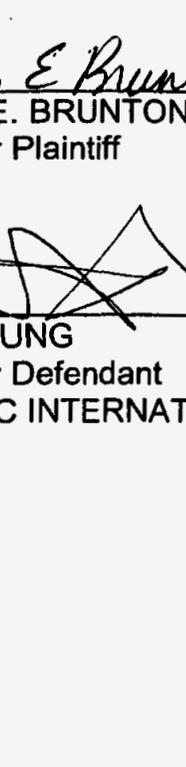


Civil No. 02-1-1733-07; State of Hawaii vs. Atlantic International University, Inc.;
STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST
DEFENDANT ATLANTIC INTERNATIONAL UNIVERSITY, INC

APPROVED AS TO FORM AND CONTENT AND AGREED:



JEFFREY E. BRUNTON
Attorney for Plaintiff



DAVID H. JUNG
Attorney for Defendant
ATLANTIC INTERNATIONAL UNIVERSITY, INC.

Civil No. 02-1-1733-07; State of Hawaii vs. Atlantic International University, Inc.;
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