

JEFFREY E. BRUNTON #2833  
Office of Consumer Protection  
235 South Beretania Street, Room 801  
Honolulu, Hawaii 96813-2419  
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Attorney for Plaintiff

1ST CIRCUIT COURT  
STATE OF HAWAII  
FILED

2002 FEB 28 PM 3: 05

N. ANAYA  
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of Consumer Protection,	)	CIVIL NO. 01-1-2780-09 (RWP)
	)	(Other Civil Action)
	)	
Plaintiff,	)	STIPULATED PERMANENT
	)	INJUNCTION AND FINAL
	)	JUDGMENT AGAINST DEFENDANTS
vs.	)	FREDERICK TAYLOR
	)	INTERNATIONAL UNIVERSITY, INC.
	)	AND MANSOUR S. SAKI; EXHIBITS "A"
FREDERICK TAYLOR	)	and "B"
INTERNATIONAL UNIVERSITY, INC. ,	)	
a dissolved Hawaii corporation and	)	
MANSOUR S. SAKI,	)	
	)	
Defendants.	)	Trial Date: None
	)	SCF: None
	)	

**STIPULATED PERMANENT INJUNCTION  
AND FINAL JUDGMENT AGAINST DEFENDANTS  
FREDERICK TAYLOR INTERNATIONAL UNIVERSITY, INC AND MANSOUR S. SAKI**

Plaintiff and Defendants Frederick Taylor International University, Inc. and Mansour S. Saki (hereinafter collectively "Defendants") hereby stipulate and agree to the entry of this Stipulated Permanent Injunction and Final Judgment Against Defendants Frederick Taylor International University, Inc. and Mansour S. Saki 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 )	CIVIL NO. 01-1-2780-09 (RWP)
Consumer Protection, )	(Other Civil Action)
)	)
Plaintiff, )	STIPULATED PERMANENT
)	INJUNCTION AND FINAL
)	JUDGMENT AGAINST DEFENDANTS
vs. )	FREDERICK TAYLOR INTERNATIONAL
)	UNIVERSITY, INC. AND MANSOUR S.
)	SAKI; EXHIBITS "A" and "B"
FREDERICK TAYLOR INTERNATIONAL )	
UNIVERSITY, INC. , a dissolved )	
Hawaii corporation and MANSOUR S. )	
SAKI, )	
)	Trial Date: None
Defendants. )	SCF: None
)	)
)	)

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STIPULATED PERMANENT INJUNCTION  
AND FINAL JUDGMENT AGAINST DEFENDANTS  
FREDERICK TAYLOR INTERNATIONAL UNIVERSITY, INC AND MANSOUR S. SAKI

Plaintiff and Defendants Frederick Taylor International University, Inc.  
and Mansour S. Saki (hereinafter collectively "Defendants") hereby stipulate and  
agree to the entry of this Stipulated Permanent Injunction and Final Judgment

Against Defendants Frederick Taylor International University, Inc. and Mansour S. Saki 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 Defendants upon which relief may be granted under Hawaii Rev. Stat. Chapter 446E and Hawaii Rev. Stat. § 480-2(a).

3. Defendants their officers, agents, servants, employees and those persons in active concert or participation with them 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. Defendants shall be responsible for making the substantive terms and conditions of this judgment known to their officers, directors, successors, managers, employees and those persons associated with Defendants who are responsible for implementing the obligations set forth in this judgment.

5. Defendants shall not effect any change in their 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. Defendants shall immediately cease conducting any and all business activities in the state of Hawaii, including the operation of any unaccredited degree granting institution. Defendants further agree that they shall not claim to operate any unaccredited degree granting institution under the color or authority of the laws of the State of Hawaii. Upon entry of this judgment, Defendants shall take whatever steps are necessary to voluntarily dissolve Frederick Taylor International University, Inc. as provided for in Hawaii Rev. Stat. Chapter 415.

8. Defendants, jointly and severally, shall provide a full refund to any consumer as set forth herein. Upon entry of this judgment, Defendants shall notify all degree holders and degree applicants in writing that they are entitled to full restitution (conditioned on the return of any diploma awarded). Said notice shall be in the forms attached hereto as Exhibits "A" or "B" as appropriate. Defendants 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 Defendants fail to make restitution as required herein, Defendants agree, 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. Defendants be and are hereby, jointly and severally, liable to pay the sum of Thirty-Five Thousand Dollars (\$35,000.00) 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 Defendants fail to make timely payment as required herein, each Defendant shall be liable for an additional Five Thousand Dollars (\$5,000.00) in civil penalties payable immediately upon demand by Plaintiff.

10. Defendants hereby agree that they shall, in addition to all other payments required by and in this stipulation, pay Plaintiff fifty per cent (50%) of any monies which they receive, or which they 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 Defendants.

11. Defendants shall promptly provide to the Office of Consumer Protection upon request proof of any action(s) required to be taken by the Defendants 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 Defendants 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 Defendants' 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 Defendants, their 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 Defendants should not be found in contempt. Nothing in this document shall bar Plaintiff from seeking, or the court from imposing, against Defendants 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

\_\_\_\_\_  
WILLIAM J. DEELEY  
Attorney for Defendants Frederick Taylor International  
University, Inc. and Mansour S. Saki

\_\_\_\_\_  
FREDERICK TAYLOR INTERNATIONAL UNIVERSITY, INC.  
Defendant  
By: Mansour S. Saki  
Its: President

\_\_\_\_\_  
MANSOUR S. SAKI  
Defendant

13. This stipulated judgment shall apply to Defendants, their 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 Defendants should not be found in contempt. Nothing in this document shall bar Plaintiff from seeking, or the court from imposing, against Defendants 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.

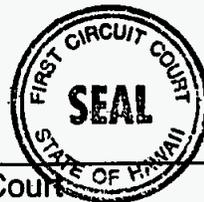
15. All payments required under this stipulated judgment shall be made by cashier's checks.

16. No claims remain against any party.

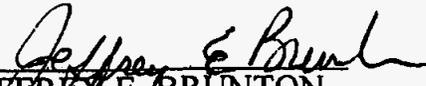
DATED: Honolulu, Hawaii, FEB 27 2002.

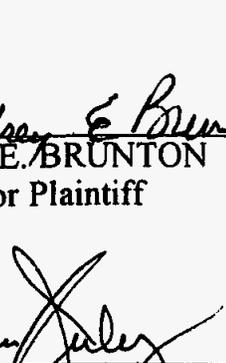
RICHARD W. POLLACK

\_\_\_\_\_  
Judge of the above-entitled Court



APPROVED AS TO FORM AND CONTENT AND AGREED:

  
JEFFREY E. BRUNTON  
Attorney for Plaintiff

  
WILLIAM J. DEELEY  
Attorney for Defendants Frederick Taylor International  
University, Inc. and Mansour S. Saki

  
FREDERICK TAYLOR INTERNATIONAL UNIVERSITY, INC.  
Defendant  
By: Mansour S. Saki  
Its: President

  
MANSOUR S. SAKI  
Defendant

Notice to Our Graduates in FTIU-Hawaii

Name  
Address  
City, State Zipcode

Dear Graduate:

We are writing to inform you that during your course of studies, Frederick Taylor International University, Inc., a Hawaii Corporation, was operating in violation of Hawaii's laws relating to unaccredited degree granting institutions.

As the result of a settlement reached with the State of Hawaii, we are offering all graduates a full refund of the tuition paid conditioned on return of the original diploma and transcripts. If you would like to accept this offer, please simply indicate that fact on the duplicate original and return it to us with the diploma and transcripts. Your refund will be processed within 14 days from its receipt.

If you decide to return your original diploma and two original transcripts for a refund, you should do so within 30 days from the date of this notice. Please note that your original diploma and two transcripts must be returned to FTIU by Federal Express to ensure a safe delivery. No refund will be paid after 30 days of this notice, nor for lost packages. To ensure a guaranteed delivery, we have enclosed a self-addressed Federal Express envelope for your convenience. If you are satisfied with the education and degree received, you can simply disregard this notice.

If you have any questions about this offer, you may call the State of Hawaii's Consumer Resource Center at (808) 586-2653. You may also call my office at (800) -988-4622 or (925) 376-0900 for further clarification.

Very truly yours,

Mansour S. Saki, President  
Frederick Taylor International University

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Notice to our students in FTIU-Hawaii**

**Name**  
**Address**  
**City, State Zipcode**

**Dear Student:**

We are writing to inform you that during your course of studies, Frederick Taylor International University Inc., a Hawaii Corporation, was operating in violation of Hawaii's laws relating to unaccredited degree granting institutions.

As the result of a settlement reached with the State of Hawaii, we are offering all students a full refund of the tuition paid conditioned that all college credits issued to you by FTIU in Hawaii will be void. If you would like to accept this offer, please simply indicate that fact on the duplicate original and return it to us within 30 days from the date of this notice. Your refund will be processed within 14 days from its receipt.

If you have any questions about this offer, you may call the State of Hawaii's Consumer Resource Center at (808) 586-2653. You may also call my office at (800) -988-4622 or (925) 376-0900 for further clarification.

Very truly yours,

Mansour S. Saki, President  
Frederick Taylor International University

**Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_