

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

1ST CIRCUIT COURT
STATE OF HAWAII
FILED

2004 AUG -5 PM 2: 37

B. TERAOKA
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of Consumer Protection,)	CIVIL NO. 02-1-1389-06 SSM (Other Civil Action)
)	
Plaintiff,)	FIRST AMENDED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANT HONOLULU UNIVERSITY OF ARTS, SCIENCES AND HUMANITIES
vs.)	
)	
HONOLULU UNIVERSITY OF ARTS, SCIENCES AND HUMANITIES, a Hawaii nonprofit corporation,)	Motion Filed June 21, 2004 Non-Hearing Motion
)	
Defendant.)	Trial Date: None SCF Date: None
)	

FIRST AMENDED PERMANENT INJUNCTION
AND FINAL JUDGMENT AGAINST DEFENDANT HONOLULU
UNIVERSITY OF ARTS, SCIENCES AND HUMANITIES

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 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.

4. 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.

5. 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.

6. Defendant shall be and is enjoined from (a) failing to properly and adequately disclose the fact that Honolulu 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; (b) indicating or suggesting that the State of Hawaii licenses, approves of or regulates its operations in any and all of its promotional materials; and (c) failing to comply with Hawaii Rev. Stat. Chap. 446E or § 480-2(a) in any other particulars.

7. Defendant shall provide a full refund to any degree holders and degree applicants who enrolled by, in or through any of its foreign agents, conditioned on the return of any diploma awarded. Said refund shall be paid 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.

A. In accordance with this paragraph, Defendant be and is hereby liable for restitution to the following individuals in the following amounts:

Student Name		Amount(\$USD)
Xu Haitao		\$4,791.62
Feng Haijun		\$3,693.73
Feng Yun		\$4,900.00
Huang Pu		\$4,660.00
Zhou Zhiyun		\$4,993.29
Song Zhaoyin		\$4,900.00

B. In accordance with this paragraph, Defendant be and is hereby liable to Plaintiff for an additional Six Thousand Dollars (\$6,000.00) in civil penalties.

C. In the event Defendant fails to satisfy the amounts specified in paragraphs 7A and 7B above within ten (10) days of the entry of this amended judgment, Defendant, its agents, employees, successors and assigns, directly or indirectly, individually or in concert with others, or through any corporate or other

device from any of the following: (a) providing any post-secondary instructional programs or courses leading to a degree; (b) acting as or holding itself out as a "college, academy, institute, institution, university" or anything similar thereto; (c) accepting or receiving any tuition payments or other fees from or on behalf of any students; (d) enrolling and students and (e) issuing any diplomas.

8. Defendant be and is hereby liable to pay to the Office of Consumer Protection, State of Hawaii civil penalties, attorneys' fees and costs of investigation pursuant to Hawaii Rev. Stat. § 480-3.1 in the total amount of \$19,500.00 as follows:

Payment of \$10,500.00 at the time of execution of this document; payment of \$3,000.00 on or before thirty days from the effective date of this document; payment of \$3,000.00 on or before sixty days from the effective date of this document and \$3,000.00 on or before ninety days from the effective date of this document.

Payments shall be in the form of cashier's checks made payable to the "State of Hawaii". In the event Defendant fails to make timely payment as required herein, Defendant shall be liable for an additional Two Thousand Five Hundred Dollars (\$2,500.00) in civil penalties payable immediately upon demand by Plaintiff.

9. 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.

10. 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.

11. This stipulated judgment shall apply to Defendant, its successors and assigns.

12. 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.

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

14. There are no other remaining claims or parties in this manner.

15. This judgment supercedes the Stipulated Permanent Injunction and Final Judgment Against Defendant Honolulu University of Arts, Sciences and Humanities filed herein on July 8, 2003.

DATED: Honolulu, Hawaii, AUG 5 2004 .

SABRINA S. MCKENNA

Judge of the above-entitled



APPROVED AS TO FORM:

GARY Y. SHIGEMURA
Attorney for Defendant

CIVIL NO. 02-1-1389-06 SSM; State of Hawaii vs. Honolulu University of the Arts, Sciences and Humanities; FIRST AMENDED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANT HONOLULU UNIVERSITY OF ARTS, SCIENCES AND HUMANITIES