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1ST CIRCUIT COURT  
STATE OF HAWAII  
FILED

2008 MAR 11 PM 12:13

Attorney for Plaintiff

E. ALAGAO  
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of  
Consumer Protection,

Plaintiff,

vs.

PACIFIC BUDDHIST UNIVERSITY, a  
Hawaii corporation and JOHN F. DE  
VIRGILIO,

Defendants.

) CIVIL NO. 07-1-1805-09 EEH  
) (Other Civil Action)

) STIPULATED FINAL JUDGMENT  
) AGAINST DEFENDANTS PACIFIC  
) BUDDHIST UNIVERSITY AND JOHN F.  
) DEVIRGILIO

) Trial Date: March 18, 2008  
) SCF Date: February 14, 2008  
)

STIPULATED FINAL JUDGMENT AGAINST DEFENDANTS  
PACIFIC BUDDHIST UNIVERSITY AND JOHN F. DE VIRGILIO

Plaintiff and Defendants Pacific Buddhist University and John F. De Virgilio (hereinafter "Defendants") hereby stipulate and agree that this final judgment in favor of Plaintiff and against Defendants with respect to all Counts in the Complaint be and hereby is entered 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. Chaps. 446E, 480,487 and 603 and venue is proper

I do hereby certify that this is a full, true, and correct copy of the original on file in this office.

E. Alagao  
Clerk, Circuit Court, First Circuit

herein.

2. Plaintiff's Complaint states claims against Defendants upon which relief may be granted under Hawaii Rev. Stat. Chap. 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 relating to 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 or earlier, Defendants shall take whatever steps that are necessary to voluntarily dissolve Pacific Buddhist University as provided for in Hawaii Rev. Stat. Chapter 414D.

8. Defendants be and are hereby jointly and severally liable to provide a full refund to any consumer as set forth herein. Upon entry of this judgment, Defendants shall notify all persons who were awarded degrees or paid any monies to Pacific Buddhist University subsequent to January 1, 2006 in writing that they are entitled to full restitution (conditioned only upon 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. 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. Defendant Pacific Buddhist University be and is hereby liable to Plaintiff in the amount of Five Thousand Dollars (\$5,000.00) for civil penalties, attorney's fees and costs of investigation pursuant to Hawaii Rev. Stat. § 480-3.1.

10. Defendant John F. De Virgilio be and is hereby liable to Plaintiff in the amount of Five Thousand Dollars (\$5,000.00) for civil penalties, attorney's fees and costs of investigation pursuant to Hawaii Rev. Stat. § 480-3.1.

11. 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 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. 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.

12. 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.

13. 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 their 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. Chaps. 446E, 480 or any other law.

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

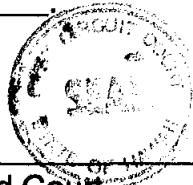
has been a violation of any of the terms of this stipulation, upon motion, this court may enter an order to show cause why Defendants should not be found in contempt.

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. No claims remain against any party. Any remaining claims, and/or parties be and are hereby dismissed without prejudice.

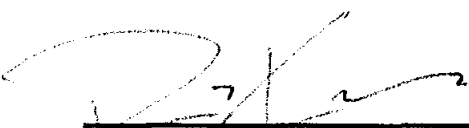
DATED: Honolulu, Hawaii, **MAR 06 2008**

**EDEN ELIZABETH HIFO**  
\_\_\_\_\_  
Judge of the above-entitled Court



APPROVED AND SO STIPULATED:

  
\_\_\_\_\_  
**JEFFREY E. BRUNTON**  
Attorney for Plaintiff

  
\_\_\_\_\_  
**ROBERT D. KAWAMURA**  
Attorney for Defendants

Civil No. 07-1-1805-09 EEH; State of Hawaii vs. Pacific Buddhist University, et al.;  
STIPULATED FINAL JUDGMENT AGAINST DEFENDANTS PACIFIC BUDDHIST  
UNIVERSITY AND JOHN F. DE VIRGILIO