

LISA P. TONG #4012
Office of Consumer Protection
235 South Beretania Street, Room 801
Honolulu, Hawaii 96813-2419
Telephone: 586-2636

Attorney for Plaintiff

1ST CIRCUIT COURT
STATE OF HAWAII
FILED

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R. HIGA
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of Consumer Protection,)	CIVIL NO. 00-1-003366 GWBC
)	(Other Civil Action)
)	
Plaintiff,)	STIPULATED PERMANENT
)	INJUNCTION AND FINAL JUDGMENT
vs.)	AGAINST DEFENDANT UNIVERSITY
)	OF NORTHERN WASHINGTON, INC.
UNIVERSITY OF NORTHERN)	
WASHINGTON, INC. a Hawaii for)	
profit corporation, JOHN DOES 1-20;)	
DOE CORPORATIONS 1-10; and DOE)	
ENTITIES 1-10)	
)	
Defendant.)	Trial Date: None
)	SCF Judge: None

STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT
AGAINST DEFENDANT UNIVERSITY OF NORTHERN WASHINGTON, INC.

Plaintiff and Defendant hereby stipulate and agree to the entry of this
Stipulated Permanent Injunction and Final Judgment Against Defendant University
of Northern Washington, Inc. as follows:

LISA P. TONG #4012
Office of Consumer Protection
235 South Beretania Street, Room 801
Honolulu, Hawaii 96813-2419
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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. 00-1-003366 GWBC (Other Civil Action)
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Plaintiff,)	STIPULATED PERMANENT
)	INJUNCTION AND FINAL JUDGMENT
vs.)	AGAINST DEFENDANT UNIVERSITY OF
)	NORTHERN WASHINGTON, INC.
UNIVERSITY OF NORTHERN WASHINGTON, INC. a Hawaii for profit corporation, JOHN DOES 1-20; DOE CORPORATIONS 1-10; and DOE ENTITIES 1-10)	
)	
Defendant.)	Trial Date: None SCF Judge: None

STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT
AGAINST DEFENDANT UNIVERSITY OF NORTHERN WASHINGTON, INC.

Plaintiff and Defendant hereby stipulate and agree to the entry of this
Stipulated Permanent Injunction and Final Judgment Against Defendant University
of Northern Washington, 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 Haw. Rev. Stat. Chaps. 446E, 480, 487 and 603 and venue is proper herein.

2. Plaintiff's Complaint state claims against Defendant upon which relief may be granted under Haw. Rev. Stat. §§ 446E-2, 480-2(a) and 481A-3.

3. Defendant, its officers, agents, servants, employees, and attorneys, 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. 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 its 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, the court or is

otherwise deemed of no force and effect.

7. Defendant shall, with respect to any and all future business activities in the state of Hawaii, comply with Chaps. 446E, 480 and 481A of the Haw. Rev. Stat.

8. Defendant is hereby permanently enjoined from making any representations to the effect that it is registered by, incorporated in or affiliated with the State of Hawaii." "Representation" includes any oral, written, pictorial, or graphic communication, by any medium, made by, at the request of, or with the consent of the Defendant.

9. Defendant is hereby permanently enjoined from making any representations to the effect that they are accredited, or accredited by the "American Association of Private Post-Secondary Education or any other organization or entity not recognized by the United States Secretary of Education. "Representation" includes any oral, written, pictorial, or graphic communication, by any medium, made by, at the request of, or with the consent of the Defendant.

10. Defendant, in all catalogs, promotional materials, and contracts for instruction, including all advertisements and websites, shall comply with the disclosure requirement contained in Haw. Rev. Stat. § 446E-2.

a. The disclosure statement shall be repeated on every page that contains information on accreditation.

b. The disclosure statement shall also contain the following, as required by Haw. Rev. Stat. § 446E-2:

Note: In the United States, many licensing authorities require accredited degrees as the basis for eligibility for licensing. In some cases, accredited colleges may not accept for transfer courses and degrees completed at unaccredited colleges and some employers may require an accredited degree as a basis for eligibility for employment.

"Advertisement" means any oral, written, or graphic statement or representation made by, or at the request of, or with the consent of Defendant.

11. Defendant is hereby permanently enjoined from disseminating any catalogs, advertisements, contracts for instruction or other promotional materials, which do not comply with the Haw. Rev. Stat. Chap. 446E.

12. Defendant is hereby permanently enjoined from advertising, offering or issuing a juris doctor degree (J.D.), a master of law degree or any equivalent or comparable degree in violation of Haw. Rev. Stat. § 446E-5.

13. Defendant is hereby permanently enjoined from use of the term "Hawaii campus" or other similar terms in a deceptive manner.

14. Defendant shall provide, in accordance with Haw. Rev. Stat. § 487-12, restitution to all consumers who file complaints regarding the University of Northern Washington with the Office of Consumer Protection, claiming they were misled, including but not limited to:

<u>Name</u>	<u>Amount</u>
Ms. Eden Laura Quirino	\$4,557.50.

Payment shall be in the form of a cashier's check made payable to the complaining consumer and delivered to the Office of Consumer Protection on or before December 30, 2000.

15. Defendant is hereby liable to pay the sum of Thirty Thousand Dollars (\$30,000.00) to the Office of Consumer Protection, State of Hawaii for civil penalties, attorneys' fees and costs of investigation pursuant to Haw. Rev. Stat. § 480-3.1. Payments 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, Defendant shall be liable for an additional Ten Thousand Dollars (\$10,000.00) in civil penalties payable immediately upon demand by Plaintiff. In the event Defendant fails to make timely payment as required herein, Defendant shall also be enjoined from doing business in the state of Hawaii until full payment has been made.

16. Defendant shall promptly provide proof of any offers or other actions required to be taken pursuant to the terms of this judgment to the Office of Consumer Protection upon its request.

17. Defendant agrees to the entry of the stipulated judgment for purposes of settlement only. The execution and acceptance of this stipulated judgment shall, in no event, be considered an admission of a violation by Defendant, nor shall it constitute prima facie evidence of any violation by Defendant.

18. 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 Haw. Rev. Stat. Chaps. 446E, 480 or 481A or any other law.

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

20. This court shall retain jurisdiction of this case for 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 its 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.

21. No claims remain against any party.

DATED: Honolulu, Hawaii, _____.

Judge of the above-entitled Court

APPROVED AS TO FORM AND CONTENT AND AGREED:

LISA P. TONG
Attorney for Plaintiff

UNIVERSITY OF NORTHERN WASHINGTON, INC.

By its _____

Civil No. 00-1-003366 GWBC; State of Hawaii vs. University of Northern Washington, Inc., et al.; STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANT UNIVERSITY OF NORTHERN WASHINGTON, INC

DATED: Honolulu, Hawaii, 04-04-01

GARY W. B. CHANG
Judge of the above-entitled



APPROVED AS TO FORM AND CONTENT AND AGREED:

Lisa P. Tong
LISA P. TONG
Attorney for Plaintiff

Michael Khan December 12, 2000
UNIVERSITY OF NORTHERN WASHINGTON, INC.

By its Michael Khan
Director

Civil No. 00-1-003366 GWBC; State of Hawaii vs. University of Northern Washington, Inc., et al.; STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANT UNIVERSITY OF NORTHERN WASHINGTON, INC.