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1ST CIRCUIT COURT
STATE OF HAWAII
FILED

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T. WONG
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of)	CIVIL NO. 04-1-2280-12 BIA
Consumer Protection,)	(Other Civil Action)
))
Plaintiff,)	STIPULATED PERMANENT
)	INJUNCTION AND FINAL JUDGMENT
)	AGAINST DEFENDANT WASHINGTON
vs.)	AMERICAN OPEN UNIVERSITY, INC.
))
))
WASHINGTON AMERICAN OPEN))
UNIVERSITY, INC., a Hawaii))
corporation dba Ottawa Global))
University and Ottawa and TAMS))
Global College and YOSHIO))
TAKAHASHI aka Alexander Takahashi)	Trial Date: None
aka Rao V. Yellapragada,)	SCF Date: None
))
Defendants.))
))

STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT
AGAINST DEFENDANT WASHINGTON AMERICAN OPEN UNIVERSITY, INC.

Plaintiff and Defendant Washington American Open University, Inc.

("WAOU") hereby stipulate and agree to the entry of this Stipulated Permanent

Injunction and Final Judgment Against Defendant Washington American Open 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 Defendant WAOU upon which relief may be granted under Hawaii Rev. Stat. Chapter 446E and Hawaii Rev. Stat. § 480-2(a).

3. Defendant WAOU, its 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, is hereby restrained and enjoined from failing to comply with the requirements set forth herein.

4. Defendant WAOU 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 WAOU who are responsible for implementing the obligations set forth in this judgment.

5. Defendant WAOU 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 WAOU shall immediately cease conducting any and all business activities in the state of Hawaii, including the operation of any unaccredited degree granting institution. Defendant WAOU further agrees that it 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, Defendant WAOU shall take whatever steps are necessary to voluntarily dissolve Washington American Open University, Inc. as provided for in Hawaii Rev. Stat. Chapter 415.

8. Defendant WAOU shall provide a full refund to any consumer as set forth herein. Upon entry of this judgment, Defendant WAOU shall notify all degree holders and degree applicants who enrolled subsequent to July 1, 1999 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 WAOU 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 WAOU fails to make

restitution as required herein, Defendant WAOU 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 WAOU be and is hereby liable to pay the sum of One Hundred Thousand Dollars (\$100,000.00) to the Office of Consumer Protection, State of Hawaii 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".

10. Defendant WAOU 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 WAOU.

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

WAOU 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 WAOU'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 WAOU, 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 WAOU 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. Defendant WAOU agrees that the facts as alleged in the Complaint shall be taken as true in the event of subsequent litigation to collect amounts due pursuant to this stipulated final judgment, including but not limited to a nondischargeability complaint in any bankruptcy proceeding.

17. The parties agree that there is no just reason for delay and desire the express entry of this judgment.

18. The only claims which remain are Plaintiff's claims against Defendant Yoshio Takahashi aka Alexander Takahashi aka Rao V. Yellapragada.

DATED: Honolulu, Hawaii, JAN 03 2005

BERT I. AYABE



Judge of the above-entitled Court

APPROVED AS TO FORM AND CONTENT AND AGREED:

Jeffrey E. Brunton
JEFFREY E. BRUNTON
Attorney for Plaintiff

Dennis R. Robinson
WASHINGTON AMERICAN OPEN UNIVERSITY, INC
Defendant
By: Most Rev. Dennis Robinson
Its: President

Civil No. 04-1-2280-12 BIA; State of Hawaii vs. Washington American Open University, Inc., et al.; STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANT WASHINGTON AMERICAN OPEN UNIVERSITY, INC.