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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. 02-1-1986-08 (EEH)
)	(Other Civil Action)
)	
Plaintiff,)	STIPULATED FINAL JUDGMENT
)	AGAINST DEFENDANT
)	INTERNATIONAL UNIVERSITY OF
)	PROFESSIONAL STUDIES
vs.)	
)	
)	
)	
INTERNATIONAL UNIVERSITY OF PROFESSIONAL STUDIES, a Hawaii corporation,)	
)	
)	Trial Date: None
Defendant.)	SCF Date: None
)	
)	

STIPULATED FINAL JUDGMENT AGAINST
DEFENDANT INTERNATIONAL UNIVERSITY OF PROFESSIONAL STUDIES

Plaintiff and Defendant International University of Professional Studies
(hereinafter "Defendant") hereby stipulate and agree to the entry of this Stipulated
Final Judgment Against Defendant International University of Professional Studies
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 herein.

2. Plaintiff's Complaint states claims against the Defendant upon which relief may be granted under Hawaii Rev. Stat. Chap. 446E and Hawaii Rev. Stat. § 480-2(a).

3. Defendant its officers, agents, servants, employees and those persons in active concert or participation with it 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 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. The injunction shall remain in effect for one year from the effective date of this document.

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

8. Defendant be and is hereby liable to pay the sum of One Thousand Five Hundred Dollars (\$1,500.00) to the Office of Consumer Protection, State of Hawaii for 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".

9. Defendant 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.

8. 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.

9. 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 any other law.

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

13. 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.

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

15. 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

BRIAN L. JENKINS
Attorney for Defendant
International University of Professional Studies

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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 any other law.

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

15. No claims remain against any party.

DATED: Honolulu, Hawaii, AUG 07 2003

EDEN ELIZABETH HIFO


Judge of the above-entitled Court



APPROVED AS TO FORM AND CONTENT AND AGREED:



JEFFREY E. BRUNTON
Attorney for Plaintiff



BRIAN R. JENKINS
Attorney for Defendant
International University of Professional Studies

Civil No. 02-1-1986-08 (EEH); State of Hawaii vs. International University of Professional Studies; STIPULATED FINAL JUDGMENT AGAINST DEFENDANT INTERNATIONAL UNIVERSITY OF PROFESSIONAL STUDIES