

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

2007 APR -4 AM 11:05

M.N. TANAKA
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

STATE OF HAWAII, by its Office of Consumer Protection,)	CIVIL NO. 06-1-1193-07 EEH
)	(Other Civil Action)
)	
Plaintiff,)	STIPULATED FINAL JUDGMENT
)	AGAINST DEFENDANT PACIFIC YALE
)	UNIVERSITY, INC.
)	
vs.)	
)	
)	
PACIFIC YALE UNIVERSITY, INC., a Hawaii corporation,)	Trial Date: July 2, 2007
)	SCF Judge: None
Defendant.)	
)	
)	
)	

STIPULATED FINAL JUDGMENT AGAINST
DEFENDANT PACIFIC YALE UNIVERSITY, INC.

Plaintiff and Defendant Pacific Yale University, Inc. (hereinafter "Defendant") hereby stipulate and agree that this final judgment in favor of Plaintiff and against Defendant 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 herein.

2. Plaintiff's Complaint states claims against 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.

7. Defendant shall immediately cease conducting any and all business activities in the state of Hawaii, including the operation of any unaccredited degree

granting institution. Defendant 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 or earlier, Defendant shall take whatever steps that are necessary to voluntarily dissolve Pacific Yale University, Inc. as provided for in Hawaii Rev. Stat. Chapter 414.

8. Defendant be and is hereby liable to provide a full refund to any consumer as set forth herein. Upon entry of this judgment, Defendant shall notify all persons who enrolled or were awarded degrees subsequent to January 27, 2003 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. Defendant 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 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.

9. Defendant, be and is hereby liable to Plaintiff in the amount of Ten Thousand Dollars (\$10,000.00) for civil penalties, 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".

10. 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. 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.

11. 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.

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 their 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.

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. Payments of civil penalties shall be payable to the Plaintiff.

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

DATED: Honolulu, Hawaii, MAR 30 2007, 2007.

EDEN ELIZABETH HIFO

Judge of the above-entitled Court



APPROVED AND SO STIPULATED:

for Liz P. Tag
JEFFREY E. BRUNTON
Attorney for Plaintiff

Kathy M. Kim
KATHY M. KIM
Attorney for Defendant

Civil No. 06-1-1193-07 EEH; State of Hawaii vs. Pacific Yale University, Inc.;
STIPULATED FINAL JUDGMENT AGAINST DEFENDANT PACIFIC YALE
UNIVERSITY, INC.