

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

FIRST CIRCUIT COURT
STATE OF HAWAII
FILED

2003 NOV -3 PM 12:38

F. OTAKE
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of)	CIVIL NO. 02-1-2003-08 RWP
Consumer Protection,)	(Other Civil Action)
)	
)	STIPULATED PERMANENT
Plaintiff,)	INJUNCTION AND FINAL JUDGMENT
)	AGAINST DEFENDANTS SOUTHERN
)	PACIFIC UNIVERSITY AND DIANE
vs.)	DENDER
)	
)	
SOUTHERN PACIFIC UNIVERSITY,)	
INC., a Hawaii corporation and DIANE)	
DENDER,)	
)	
)	Trial Date: March 22, 2004
Defendants.)	SCF Judge: October 31, 2003
)	
)	

STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST
DEFENDANTS SOUTHERN PACIFIC UNIVERSITY AND DIANE DENDER

Plaintiff and Defendants Southern Pacific University and Diane Dender
(hereinafter collectively "Defendants") hereby stipulate and agree to the entry of
this Stipulated Permanent Injunction and Final Judgment Against Defendants
Southern Pacific University and Diane Dender as follows:

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

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of Consumer Protection,)	CIVIL NO. 02-1-2003-08 RWP
)	(Other Civil Action)
)	
Plaintiff,)	STIPULATED PERMANENT
)	INJUNCTION AND FINAL JUDGMENT
)	AGAINST DEFENDANTS SOUTHERN
vs.)	PACIFIC UNIVERSITY AND DIANE
)	DENDER
)	
SOUTHERN PACIFIC UNIVERSITY, INC., a Hawaii corporation and DIANE DENDER,)	
)	
)	Trial Date: March 22, 2004
Defendants.)	SCF Judge: October 31, 2003
)	
)	

STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST
DEFENDANTS SOUTHERN PACIFIC UNIVERSITY AND DIANE DENDER

Plaintiff and Defendants Southern Pacific University and Diane Dender
(hereinafter collectively "Defendants") hereby stipulate and agree to the entry of
this Stipulated Permanent Injunction and Final Judgment Against Defendants
Southern Pacific University and Diane Dender 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 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 in the state of Hawaii, including 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, Defendants shall take whatever steps are necessary to immediately voluntarily dissolve Southern Pacific University, Inc. as provided for in Hawaii Rev. Stat. Chapter 415.

8. Defendants shall provide a full refund to any eligible degree holders and degree applicants who so request. Eligible degree holders and degree applicants are those individuals who enrolled at or graduated from Southern Pacific University between February 25, 2002 and the effective date of the corporate dissolution of Defendant Southern Pacific University, Inc. Said refunds shall be conditioned only upon the return of any diploma awarded or the submission of an affidavit attesting that the diploma has been lost or destroyed. Said refunds shall be paid by certified check within fourteen days of receipt of the request for such and the return of the diploma or provision of the affidavit, 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. Defendants be and is hereby, jointly and severally, liable to pay

the sum of Five Thousand Dollars (\$5,000.00) to the Office of Consumer Protection, State of Hawaii for civil penalties, attorneys' fees and costs of investigation pursuant to Hawaii Rev. Stat. § 480-3.1. Payments shall be in the form of a cashier's check made payable to the "State of Hawaii".

10. 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 they receive, or which they 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 Defendants.

11. 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.

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 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. Chap. 446E, 480 or 481A or any other law.

13. This stipulated judgment shall apply to Defendants, their 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 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. All payments required under this stipulated judgment shall be made by cashier's checks. Payments of civil penalties shall be payable to the Plaintiff.

16. No claims remain against any party.

DATED: Honolulu, Hawaii, _____.

Judge of the above-entitled Court

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 Defendants, their 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 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. All payments required under this stipulated judgment shall be made by cashier's checks. Payments of civil penalties shall be payable to the Plaintiff.

16. No claims remain against any party.

DATED: Honolulu, Hawaii, OCT 31 2005

RICHARD W. POLLACK

Judge of the above-entitled Court



APPROVED AS TO FORM AND CONTENT AND AGREED:

JEFFREY E. BRUNTON
Attorney for Plaintiff

PAUL D. HICKS
Attorney for Defendants Southern Pacific University,
Inc. and Diane Dender

SOUTHERN PACIFIC UNIVERSITY, INC.
Defendant
By: Diane Dender
Its: President

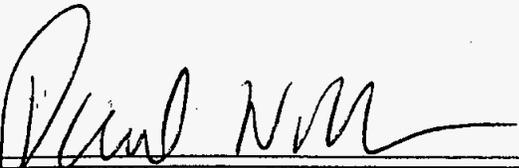
DIANE DENDER
Defendant

Civil No. 02-1-2003-08; State of Hawaii vs. Southern Pacific University, Inc., et al.; STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANTS SOUTHERN PACIFIC UNIVERSITY and DIANE DENDER

APPROVED AS TO FORM AND CONTENT AND AGREED:



JEFFREY E. BRUNTON
Attorney for Plaintiff



PAUL D. HICKS
Attorney for Defendants Southern Pacific University,
Inc. and Diane Dender



SOUTHERN PACIFIC UNIVERSITY, INC.
Defendant
By: Diane Dender
Its: President



DIANE DENDER
Defendant

Civil No. 02-1-2003-08; State of Hawaii vs. Southern Pacific University, Inc., et al.; STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT AGAINST DEFENDANTS SOUTHERN PACIFIC UNIVERSITY and DIANE DENDER