

CRAIG BARTON POE had been fully and finally compromised and settled and presented to the Court this AGREED PERMANENT INJUNCTION AND FINAL ORDER AGAINST DEFENDANT, CRAIG BARTON POE AND DEFAULT JUDGMENT AGAINST DEFENDANT, ALTON SCOTT POE ("Judgment").

By their duly authorized signatures, Plaintiff and Defendant, CRAIG BARTON POE stipulated to the Court the following: that they understand the terms of this Judgment; that they agree to the terms of this Judgment; that they have waived all rights of appeal from this Judgment; that they actively participated in the negotiations leading up to this Judgment and are aware of the duties placed upon them by it and are desirous and capable of carrying out those duties in full; that they acknowledge receipt of copies of this Judgment and have full notice of the terms of this Judgment; that the issuance and service of a writ of injunction are waived; that the terms of this Judgment are sufficiently detailed and specific to be enforceable by the Court in conformance with TEX.R.CIV.P. 683; that this Judgment represents a compromise and settlement of all matters arising out of facts alleged by the STATE OF TEXAS in this cause against Defendant, CRAIG BARTON POE; that no party agrees to this Judgment as a result of duress; that Defendant, CRAIG BARTON POE does not admit to any violations of law, or liability for any alleged acts, by entering this agreement, but enters into this Judgment because of the uncertainty and costs of litigation.

Pursuant to the agreement, the parties submit to the jurisdiction of the Court and do not contest the entry of this Judgment.

It appearing to the Court that Plaintiff and Defendant, CRAIG BARTON POE agree to the entry of this Judgment and that they have approved its entry by their duly authorized signatures and the signature of their respective attorneys below, the Court, upon the stipulations of the Plaintiff and Defendant, CRAIG BARTON POE and after being fully advised in this matter, finds as follows:

THAT it has jurisdiction of the parties and subject matter of this suit;

THAT the settlement between Plaintiff and Defendant, CRAIG BARTON POE of this dispute is fair, reasonable, and just;

THAT this Judgment is in accord with the Texas Deceptive Trade Practices-Consumer Protection Act ("DTPA") and is proper in all respects; and

THAT it would be in the best interest of Plaintiff and Defendant, CRAIG BARTON POE if

the Court approved the settlement and rendered judgment accordingly.

6. Based upon these findings, the Court is of the opinion that a permanent injunction should issue and that the STATE OF TEXAS is entitled to recover of and from Defendant CRAIG BARTON POE as set forth below.

7. **IT IS FURTHER ORDERED** that Defendant CRAIG BARTON POE, Individually and Defendant ALTON SCOTT POE, their officers, agents, servants, spouse, relatives, employees, attorneys and any other persons in active concert or participation with them, who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other devise, shall be restrained from engaging in the following acts or practices:

- A. Marketing, promoting and advertising fraudulent or substandard college and university degrees;
- B. Representing to any person, expressly or by implication, that Defendant CRAIG BARTON POE, Individually and Defendant CRAIG BARTON POE would provide a free evaluation wherein consumers were asked to describe their experience and a representative would evaluate their credentials to determine whether their experience was worthy of an advanced degree;
- C. Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of the Defendant's CRAIG BARTON POE, Individually and Defendant ALTON SCOTT POE services of offering fraudulent or substandard college and university degrees and the processing and acceptance of payments therefore;
- D. Causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another by offering the service of fraudulent or substandard college and university degrees and processing and accepting payments therefore;
- E. Representing that the fraudulent or substandard college and university degrees had

sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which it did not have or that Defendant CRAIG BARTON POE, Individually and Defendant ALTON SCOTT POE and the fraudulent or substandard college and university degrees they offer and sell have sponsorship, approval, status, affiliation, or connection which it does not;

- F. Soliciting, collecting, or accepting fees or compensation of any type, for the fraudulent or substandard college and university degrees;
- G. Representing that the fraudulent or substandard college and university degrees are of a particular standard, quality, or grade;
- H. Representing the fraudulent or substandard college and university degrees with the intent not to sell them as advertised;
- I. Representing that the agreement to sell the fraudulent or substandard college and university degrees confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law;
- J. Failing to disclose information concerning the fraudulent or substandard college and university degrees which was known at the time of the transaction and the failure to disclose such information was intended to induce the consumer into a transaction in to which the consumer would not have entered had the information been disclosed;
- K. Stating or implying that TRINITY SOUTHERN UNIVERSITY, PRIXO SOUTHERN UNIVERSITY or WESLEYAN INTERNATIONAL UNIVERSITY is a licensed, registered and accredited university in this State;
- L. Soliciting or accepting compensation of any type to provide a fraudulent or

substandard college and university degrees;

- M. Advertising diplomas of any kind via the Internet, radio, TV, electronic broadcast or print (ie. newspapers, magazines, etc.);
- N. Operating a business or conducting a fraudulent or substandard college and university degrees business in Texas;
- O. Advertising, offering for sale, selling, or providing fraudulent or substandard college and university degrees;
- P. Accepting money or valuable consideration for fraudulent or substandard college and university degrees; and,
- Q. Holding themselves out, by any means, to the public as a "university" or "college" and by any title or designation incorporating the word "university" or "college" or an abbreviation thereof.

9. **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that, as used in this Judgment, the following terms are defined as follows:

- A. "Consumer" means an individual, partnership, corporation, or entity of any kind, including this state, or a subdivision or agency of this state who seeks or acquires, by purchase or lease, any goods or services;
- B. "Person" means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized;
- C. "Solicits" or "solicited" means any type of contact with a person or entity for the

purpose of requesting, persuading, or seeking any type of contribution, sponsorship, compensation, or anything of value from said person or entity for any reason whatsoever; and,

D. "Fraudulent or substandard college and university degrees" means a degree granted by an institution, not exempted from the Texas Education Code, who has not been issued a certificate of authority to grant the degree by the Texas Higher Education Coordinating Board.

10. The Clerk of the above-entitled Court shall forthwith issue a writ of permanent injunction in conformity with the law and the terms of this Order to Defendant, ALTON SCOTT POE. This Order shall be effective without the execution and filing of a bond as Plaintiff, State of Texas is exempt from such bond under TEX. BUS. & COM. CODE ANN. §17.47(b).

11. **IT IS FURTHER ORDERED** Defendant ALTON SCOTT POE, shall pay and deliver \$ 100,000.00 to the office of the Attorney General as civil penalties under Section 17.47(c)(1) of the DTPA.

12. **IT IS FURTHER ORDERED** that Defendants shall pay to the State of Texas, Office of the Attorney General, 1600 Pacific Ave., Suite 1700, Dallas, Texas 75201 the amount of FIFTEEN THOUSAND TWO HUNDRED AND 01/100 DOLLARS (\$15,200.00) in reasonable attorneys' fees pursuant to TEX. GOV'T CODE § 402.006(c). The Defendants are jointly and severally liable for the judgment amount.

13. **IT IS FURTHER ORDERED** that Defendants shall pay to the State of Texas, Office of the Attorney General, 1600 Pacific Ave., Suite 1700, Dallas, Texas 75201 taxable costs of court. The Defendants are jointly and severally liable for the judgment amount.

14. **IT IS FURTHER ORDERED** that Defendants shall pay to the Texas Higher Education Coordinating Board, ATTN: Jan Greenburg, P.O. Box 12788, Austin, Texas 78711 the amount of SEVEN HUNDRED AND 00/100 DOLLARS (\$700.00) in reasonable costs and expenses. The Defendants are jointly and severally liable for the judgment amount.

15. IT IS FURTHER ORDERED that Defendants shall pay to Dr. Harold Jeffcoat, Texas Wesleyan University, 1201 Wesleyan St., Ft. Worth, Texas 76105 the amount of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) in reasonable costs and expenses. The Defendants are jointly and severally liable for the judgment amount.

16. The parties agree and the Court ORDERS that Defendant, CRAIG BARTON POE and counsel for CRAIG BARTON POE and for the STATE OF TEXAS sign the Agreed Permanent Injunction and Final Order Against Defendant, Craig Barton Poe and Default Judgment Against Defendant, Alton Scott Poe, prior to Defendant, CRAIG BARTON POE presenting himself for a deposition beginning at 1:00 p.m. on Tuesday, the 15th day of March, 2005 at the law office of Burt Barr & Associates, 203 E. Colorado, Dallas, Texas 75201. The Agreed Permanent Injunction and Final Order Against Defendant, Craig Barton Poe and Default Judgment Against Defendant, Alton Scott Poe will be held by counsel and presented to the court for entry by prove up upon completion of the deposition of CRAIG BARTON POE.

17. The judgment total of SIXTEEN THOUSAND DOLLARS AND NO/100 shall be paid by a lump sum payment of TEN THOUSAND DOLLARS payable on the date this order is signed by Craig Barton Poe and the remaining SIX THOUSAND DOLLARS shall be payable in monthly payments of \$500.00 each beginning on the 1st day of April, 2005 and due on the 1st day of each month thereafter until paid in full.

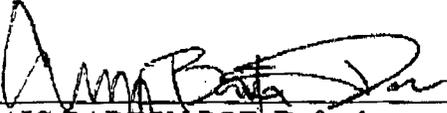
18. The parties agree and the Court ORDERS Defendant, CRAIG BARTON POE to dismiss his Accelerated Appeal with the Dallas Court of Appeals, 5th District Court of Appeals in Dallas on or before March 16, 2005.

SIGNED this 14th day of March, 2005 at 9:14 a.m..

[Handwritten signature]
14th

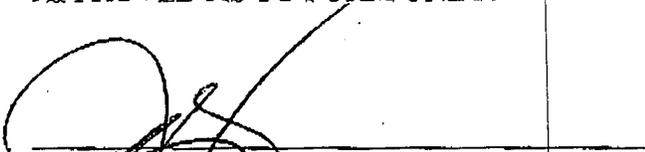
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District Judge Presiding
298th Judicial District Court
160th

APPROVED AS TO FORM AND SUBSTANCE:



CRAIG BARTON POE, Defendant

APPROVED AS TO FORM ONLY:



JOHN MONGOGNA, Esq.
Attorney for Defendant, CRAIG BARTON POE



DEANYA T. KUECKELHAN, Esq.
Assistant Attorney General for STATE OF TEXAS