

JEFFREY E. BRUNTON #2833  
Office of Consumer Protection  
235 South Beretania Street, Room 801  
Honolulu, Hawaii 96813-2419  
Telephone: (808)586-2636

THE CIRCUIT COURT  
OF THE FIRST CIRCUIT  
2005 DEC -5 11:11:21

Attorney for Plaintiff

E. ALAGAO  
CLERK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

STATE OF HAWAII, by its Office of Consumer Protection,	)	CIVIL NO. 05-1-1356-07SSM
	)	(Other Civil Action)
	)	
Plaintiff,	)	FINAL JUDGMENT AGAINST
	)	DEFENDANTS PACIFIC EDUCATIONAL
<b>vs.</b>	)	SERVICES COMPANY AND DAVID
	)	CHAMPION MONROE
PACIFIC EDUCATIONAL SERVICES	)	
COMPANY, a Nevada corporation dba	)	
Hawaii College of Pharmacy; DENISE	)	
A. CRISWELL aka Deedee Criswell	)	
aka DeDe Criswell aka Denise	)	
Criswell Nakajima and DAVID	)	
CHAMPION MONROE fka David Yacas,	)	
	)	Trial Date: May 14, 2007
Defendants.	)	SCF Date: None
_____	)	

FINAL JUDGMENT AGAINST DEFENDANTS PACIFIC  
EDUCATIONAL SERVICES COMPANY AND DAVID CHAMPION MONROE

Final judgment in favor of Plaintiff and against Defendants Pacific Educational Services Company and David Champion Monroe (hereinafter collectively "Defendants") with respect to all remaining Counts in the First Amended 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. Chapters 446E, 487 and 603 and venue is proper herein.

2. Plaintiff's First Amended Complaint states claims against Defendants upon which relief may be granted.

3. Defendants be and are hereby permanently enjoined from owning, operating or managing any business in the State of Hawaii, until all restitution and civil penalties entered herein are fully satisfied. Defendants shall immediately cease conducting any and all business activities in or from 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.

4. Defendants be and are hereby liable, jointly and severally for restitution to the following individuals and for the amounts set forth herein:

<u>First Name</u>	<u>Last Name</u>	<u>Amount</u>
Houman	Adibi	\$28,550.00
Jeremy	Bair	\$28,550.00
Rami	Beiram	\$28,550.00
Yousef	Beral	\$28,550.00
Brandon	Camp	\$28,550.00
Alvin	Casino	\$28,550.00
Chizua	Chibueze	\$28,550.00
Thao	Dang	\$28,550.00
Can	Doan	\$28,550.00
Jeannie	Hoang	\$28,550.00
Minh Thao	Huynh-Dang	\$28,550.00
Michael	Kashani	\$28,550.00
Pejman	Mesdaghi	\$28,550.00
Rosalyn	Nguyen	\$28,550.00
Sarah	Nguyen	\$28,550.00
Tiffany	Nguyen	\$28,550.00

Vi Tuong	Nguyen	\$28,550.00
Vy Thao	Nguyen	\$28,550.00
Narbik	Petrossian	\$28,550.00
Lynn Uyen	Pham	\$28,550.00
Taruna	Prasad	\$28,550.00
Grayson	Schenk	\$28,550.00
Leanne	Suenaka	\$28,550.00
Ni An	Tchao	\$28,550.00
Jeni	Tran	\$28,550.00
Thao Van	Tran	\$28,550.00
William	Trinh	\$28,550.00
Nicolas	Veohongs	\$28,550.00
Khoi	Vu	\$28,550.00
Huong Thien Thi	Vu	\$28,550.00
San Quach	Williams	\$28,550.00
Cina	Abedzadeh	\$26,550.00
Christina	Aquino	\$26,550.00
Azadeh	Bahmani	\$26,550.00
Frederick	Barrido	\$26,550.00
Clarence	Batacan	\$26,550.00
Lakhvir	Brar	\$26,550.00
Anh Quy	Bui	\$26,550.00
Denny Hiep	Bui	\$26,550.00
Hang (Tammy)	Bui	\$26,550.00
Helen My	Bui	\$26,550.00
Nancy	Bui	\$26,550.00
Steve	Bui	\$26,550.00
Thin Viet	Bui	\$26,550.00
Tuan	Bui	\$26,550.00
Michelle	Candido	\$26,550.00
Thach Hung	Cao	\$26,550.00
Lan	Chau	\$26,550.00
Thao	Chau	\$26,550.00
Vireak	Chea	\$26,550.00
Jennifer	Ching	\$26,550.00
Christine	Chow	\$26,550.00
Tu Thanh	Chua	\$26,550.00
Joshua	Chua	\$26,550.00
Linh Anh	Dao	\$26,550.00
Uyen	Dao	\$26,550.00
Kelly	Deo	\$26,550.00
Jeevan	Dhouni	\$26,550.00
An Thuy	Dinh	\$26,550.00
Sang	Do	\$26,550.00
Tu	Do	\$26,550.00
Van	Do	\$26,550.00

James Han	Doan	\$26,550.00
Kim	Doan	\$26,550.00
Rachel V.	Duong	\$26,550.00
Tran	Duong	\$26,550.00
Pouriya	Elyasi	\$26,550.00
Mariah Christine	Farley	\$26,550.00
Babak	Fatirian	\$26,550.00
Ryan	Fujiyoshi	\$26,550.00
Danalyn	Gan	\$26,550.00
Bereket	Ghebreslassie	\$26,550.00
Elham	Ghorbani	\$26,550.00
Rozanno	Gonzales	\$26,550.00
Dung	Ha	\$26,550.00
Robert	Han	\$26,550.00
Andrea	Hazboun	\$26,550.00
Justin	Helminski	\$26,550.00
Jennie	Ho	\$26,550.00
Katie	Hoang	\$26,550.00
Soo Jung	Hong	\$26,550.00
Rebecca	Howell	\$26,550.00
Brian	Huynh	\$26,550.00
Hoang Vy	Huynh	\$26,550.00
Huong Thi My	Huynh	\$26,550.00
Janice	Huynh	\$26,550.00
Tuonghuy	Huynh	\$26,550.00
Mandeep	Kaur	\$26,550.00
Navjeet	Kaur	\$26,550.00
Benjamin	Keroles	\$26,550.00
Robert	Killian	\$26,550.00
Vi	Kim	\$26,550.00
Zoiah	Koushki	\$26,550.00
Patty	Ku	\$26,550.00
Maninder	Kular	\$26,550.00
Christopher	Lai	\$26,550.00
Canh	Le	\$26,550.00
Jason	Le	\$26,550.00
Jimmy	Le	\$26,550.00
Nguyet D.	Le	\$26,550.00
Nguyet Tho	Le	\$26,550.00
Phuoc	Le	\$26,550.00
Sherri	Le	\$26,550.00
Shirley Suong Ngoc	Le	\$26,550.00
Eun	Lee	\$26,550.00
Julie	Leung	\$26,550.00
Jenny	Liu	\$26,550.00
Luke	Luu	\$26,550.00

Phong Vu	Luu	\$26,550.00
Tuan	Luu	\$26,550.00
Vivian	Luu	\$26,550.00
Jason	Ly	\$26,550.00
Vinh	Ly	\$26,550.00
Peter	Mai	\$26,550.00
Tony	Mai	\$26,550.00
Pooyan Mike	Mesdaghi	\$26,550.00
Maryann	Mortezapour	\$26,550.00
Venus	Nafisi	\$26,550.00
Masae	Nakayama	\$26,550.00
George	Navarrete	\$26,550.00
Bao Phuong	Ngo	\$26,550.00
Stephani	Ngo	\$26,550.00
An	Nguyen	\$26,550.00
Can	Nguyen	\$26,550.00
Dylan	Nguyen	\$26,550.00
Hanh Huu	Nguyen	\$26,550.00
Hannah Han	Nguyen	\$26,550.00
Hoa	Nguyen	\$26,550.00
Huong	Nguyen	\$26,550.00
Jane Huyen	Nguyen	\$26,550.00
John	Nguyen	\$26,550.00
Josephine Giang	Nguyen	\$26,550.00
Judy	Nguyen	\$26,550.00
Julia	Nguyen	\$26,550.00
Karoly Thuy	Nguyen	\$26,550.00
Khanh	Nguyen	\$26,550.00
Kieudung Vo	Nguyen	\$26,550.00
Kimberly Mai	Nguyen	\$26,550.00
Kristine	Nguyen	\$26,550.00
Lanchi Thai	Nguyen	\$26,550.00
Loc	Nguyen	\$26,550.00
Loc Tan	Nguyen	\$26,550.00
Luong	Nguyen	\$26,550.00
Lynn	Nguyen	\$26,550.00
Mai Truc	Nguyen	\$26,550.00
Mailoan	Nguyen	\$26,550.00
Matt	Nguyen	\$26,550.00
Michelle	Nguyen	\$26,550.00
Minh Quang	Nguyen	\$26,550.00
Minh T. X.	Nguyen	\$26,550.00
MyTrang	Nguyen	\$26,550.00
Nikki	Nguyen	\$26,550.00
Peter	Nguyen	\$26,550.00
Phuong	Nguyen	\$26,550.00

Sylvie	Nguyen	\$26,550.00
Thanh Thuy	Nguyen	\$26,550.00
Thomas Thanh	Nguyen	\$26,550.00
Thuydung	Nguyen	\$26,550.00
Tracy	Nguyen	\$26,550.00
Tramy	Nguyen	\$26,550.00
Trang Thanh	Nguyen	\$26,550.00
Uyen Phuong	Nguyen	\$26,550.00
Van	Nguyen	\$26,550.00
Van T.	Nguyen	\$26,550.00
Van Thi Thu	Nguyen	\$26,550.00
Marjan	Niknam	\$26,550.00
Navid	Noghrayan	\$26,550.00
Robert	Oloroso	\$26,550.00
Edmund	Orr	\$26,550.00
Peter	Park	\$26,550.00
Dipika	Patel	\$26,550.00
Kaminiben	Patel	\$26,550.00
Nancy	Pezeshki	\$26,550.00
Dong Phi	Pham	\$26,550.00
Hoa	Pham	\$26,550.00
John	Pham	\$26,550.00
Kaitlan	Pham	\$26,550.00
Minh	Pham	\$26,550.00
Thanh	Pham	\$26,550.00
Tho	Pham	\$26,550.00
Tram	Pham	\$26,550.00
Trang	Pham	\$26,550.00
Tuyet	Pham	\$26,550.00
Van	Pham	\$26,550.00
Khanh	Phan	\$26,550.00
Peter	Phan	\$26,550.00
Thanh Van	Phan	\$26,550.00
Nora	Phetcharat	\$26,550.00
Louise	Quach	\$26,550.00
Ben	Sabbah	\$26,550.00
Angelika	Shire	\$26,550.00
Caroline	Song	\$26,550.00
Mark	Sung	\$26,550.00
Steven Shi Young	Sung	\$26,550.00
Buu-Anh	Ta	\$26,550.00
Cheryl Lynn	Talao	\$26,550.00
Kathy	Tan	\$26,550.00
Bao That	Ton	\$26,550.00
Van Tan	Tong	\$26,550.00
Vince Q.	Tonthat	\$26,550.00

Cathy T.	Tran	\$26,550.00
David Lam	Tran	\$26,550.00
Dorothy Tien	Tran	\$26,550.00
Hoa Kim	Tran	\$26,550.00
Hung Dac Thanh	Tran	\$26,550.00
Huyentran Ngoc	Tran	\$26,550.00
Kevin Huy	Tran	\$26,550.00
Linh	Tran	\$26,550.00
Mai Nhu-Thanh	Tran	\$26,550.00
My Huong T	Tran	\$26,550.00
Nam Nhat	Tran	\$26,550.00
Nguyen	Tran	\$26,550.00
Thuylinh	Tran	\$26,550.00
Thuy Ngoc Bich	Tran	\$26,550.00
Phuong-Di	Trang	\$26,550.00
Catherine	Trinh	\$26,550.00
Dao Minh	Trinh	\$26,550.00
Nha	Truong	\$26,550.00
Kelly	Vo	\$26,550.00
Khoa	Vo	\$26,550.00
Lan Duy	Vo	\$26,550.00
Le Tuyet	Vo	\$26,550.00
Ted	Vo	\$26,550.00
Tho Kim Thi	Vo	\$26,550.00
Ammata	Vongsouvanh	\$26,550.00
Anh	Vu	\$26,550.00
Cynthia	Vu	\$26,550.00
Kevin	Vu	\$26,550.00
Long Dinh	Vu	\$26,550.00
Oanh	Vu	\$26,550.00
Vivian	Vu	\$26,550.00
Jennifer	Wang	\$26,550.00
Steven	Willis	\$26,550.00
Vivian Ching Wun	Wong	\$26,550.00
Nannie	Woo	\$26,550.00
Jennifer	Yeung	\$26,550.00
Rachelle	Yongvanich	\$26,550.00
Jinus	Zaman	\$26,550.00
Payam	Zargari	\$26,550.00
Shahnza	Achackzad	\$ 1,000.00
Elizabeth	Basteguian	\$ 1,000.00
Cristina	Belden	\$ 1,000.00
Jessica	Boldin	\$ 1,000.00
Gina	Bui	\$ 1,000.00
Ara	Carapet	\$ 1,000.00
Stephen	Chan	\$ 1,000.00

Cherie	Chu	\$ 1,000.00
Melinda	Coss	\$ 1,000.00
Patty	Dacanay	\$ 1,000.00
Quan	Do	\$ 1,000.00
Christy	Doan	\$ 1,000.00
James	Doan	\$ 1,000.00
Duc	Duong	\$ 1,000.00
Jose	Gonzalez	\$ 1,000.00
Truong	Ho	\$ 1,000.00
Thuy	Hoang	\$ 1,000.00
Tim	Johnson	\$ 1,000.00
Robyn	Kawachika	\$ 1,000.00
Pnada	Kawewat	\$ 1,000.00
Natalie	Lau	\$ 1,000.00
Bo Tien	Le	\$ 1,000.00
Chau	Le	\$ 1,000.00
Leine	Le	\$ 1,000.00
Linda	Le	\$ 1,000.00
Nguyet	Le	\$ 1,000.00
Phach	Le	\$ 1,000.00
Tammy	Le	\$ 1,000.00
Thuy	Le	\$ 1,000.00
Jingie	Liu	\$ 1,000.00
Monica	Lopez	\$ 1,000.00
Nhien	Luc	\$ 1,000.00
Gwendolyn	McMillan	\$ 1,000.00
Xuan	Mai	\$ 1,000.00
Tasha	Medeiros	\$ 1,000.00
Chirag	Mehta	\$ 1,000.00
Daniel	Navas	\$ 1,000.00
Anh	Nguyen	\$ 1,000.00
Han	Nguyen	\$ 1,000.00
Hang	Nguyen	\$ 1,000.00
Hanson	Nguyen	\$ 1,000.00
Trinh	Nguyen	\$ 1,000.00
Kiet	Nguyen	\$ 1,000.00
Lily	Nguyen	\$ 1,000.00
Peter	Nguyen	\$ 1,000.00
Thanh	Nguyen	\$ 1,000.00
Tommy	Nguyen	\$ 1,000.00
Trang	Nguyen	\$ 1,000.00
Hiran	Patel	\$ 1,000.00
Tuyet	Pham	\$ 1,000.00
Minh	Pham	\$ 1,000.00
Vy	Pham	\$ 1,000.00
Chau	Phan	\$ 1,000.00



Chi	Phan	\$ 1,000.00
Thu Thao	Phan	\$ 1,000.00
Maria	Ruiz	\$ 1,000.00
Emanuel	Sas	\$ 1,000.00
Sapna	Shah	\$ 1,000.00
Gayanne	Tadevosian	\$ 1,000.00
Victor	Thai	\$ 1,000.00
Angela	Tran	\$ 1,000.00
Anh	Tran	\$ 1,000.00
Carol	Tran	\$ 1,000.00
Kaitlynn	Tran	\$ 1,000.00
Paula	Tran	\$ 1,000.00
Thuy	Tran	\$ 1,000.00
Johnathan	Tran	\$ 1,000.00
Lan	Trinh	\$ 1,000.00
Hai	Truong	\$ 1,000.00
Tony	Van	\$ 1,000.00
Danh	Vu	\$ 1,000.00
Hoang	Vu	\$ 1,000.00
Jalon	Woodard	\$ 1,000.00
Ruedeerat	Yamvinij	\$ 1,000.00
Jason	Yi	\$ 1,000.00

5. Defendant Pacific Educational Services Company be and is hereby liable to Plaintiff for civil penalties in the amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00).

6. Defendant David Champion Monroe be and is hereby liable to Plaintiff for civil penalties in the amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00).

7. Any monies paid to or collected by Plaintiff hereunder are to be applied first to any and all outstanding restitution claims as set forth in paragraph 4 above and, only after such claims are fully satisfied, then to civil penalties.

8. Any monies paid to or collected by Plaintiff hereunder and applied to restitution as set forth above shall also be credited on a one-for-one basis against the civil penalty liability of each of the Defendants.

9. Ten days following the filing of this final judgment, the Co-Receiver be and are hereby directed to promptly disburse whatever funds are in their possession, on a pro-rata basis, to the individuals set forth in paragraph 4. In the event the Co-Receiver are unable to locate or otherwise unable to place funds in the hands of any individual set forth in paragraph 4; they shall deliver said funds to the State of Hawaii's Department of Budget and Finance's Unclaimed Property Division.

10. 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.

11. 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.

12. 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.

13. Defendants shall, in addition to all other payments required by and in this judgment, 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 First Amended Complaint, including, but not 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.

14. Defendants shall promptly provide to Plaintiff upon request proof of any action(s) required to be taken by the Defendants pursuant to the terms of this stipulated judgment.

15. 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 Defendants in connection with any selling, advertising or promotion of any product or service. This judgment shall not be construed as an approval or sanction by the State of Hawaii of Defendants' business practices. Nothing in this judgment 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.

16. This judgment shall apply to Defendants, their agents, employees, successors and assigns.

17. This court shall retain jurisdiction of this case for the purpose of enabling any of the parties 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 judgment, to modify or terminate any of its 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 judgment, 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 judgment, in addition to or in lieu of the civil penalties provided for above.

18. The facts as alleged in the First Amended Complaint shall be taken as true in the event of subsequent litigation by Plaintiff to collect amounts due pursuant to this stipulated final judgment, including but not limited to a nondischargeability complaint filed by Plaintiff in any bankruptcy proceeding.

19. Defendants do hereby grant, convey, assign, transfer and set over unto Plaintiff and Co-Receivers Rebecca S.P. Yee and Benjamin T. Fujimoto such right, title and interest as Defendants now have, or may hereafter acquire, in all of Defendants' rights, claims, legal rights and legal claims against Executive Risk Indemnity Inc. and its insurance brokers Brown and Brown, including but not limited to any legal rights to declaratory relief, damages and bad faith. Plaintiff and Co-Receivers Rebecca S.P. Yee and Benjamin T. Fujimoto be and are hereby permitted to claim against and collect any applicable liability insurance covering Defendants and are hereby vested of any extra-contractual rights or causes of action that Defendants have or may have against Executive Risk Indemnity Inc., its' subsidiaries and agents.

20. Nothing in this judgment shall be construed as a waiver of any private rights of any person.

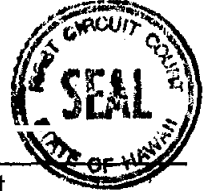
21. Any and all prayers for relief contained in Defendants' Answer to Complaint filed on September 1, 2005 be and are hereby denied.

22. Thirty days following entry of this judgment, the Preliminary Injunction entered on August 10, 2005 be and is hereby dissolved.

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


DATED: Honolulu, Hawaii, DEC - 4 2006.


SABRINA S. MCKENNA



Judge of the above-entitled Court

APPROVED AS TO FORM AND CONTENT AND AGREED:

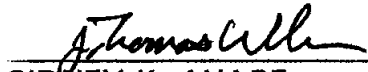
  
JEFFREY E. BRUNTON  
Attorney for Plaintiff

  
PACIFIC EDUCATIONAL SERVICES COMPANY  
By: David C. Monroe  
Its: President  
Defendant

  
DAVID C. MONROE  
Defendant

  
DAVID C. FARMER  
Attorney for Co-Receivers

APPROVED AS TO FORM ONLY:



SIDNEYK.AYABE  
J. THOMAS WEBER  
RONALD T. MICHIOKA  
Attorneys for Defendants

**Civil No. 05-1-1356-07 (SSM); State of Hawaii vs. Pacific Educational Services Company, et al.; FINAL JUDGMENT AGAINST DEFENDANTS PACIFIC EDUCATIONAL SERVICES COMPANY AND DAVID C. MONROE**