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UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

LEONARD G. HOROWITZ, an Individual;  
and SHERRI KANE, an Individual

Plaintiffs

v.

PAUL J. SULLA, JR. an individual; PAUL  
J. SULLA JR., ATTORNEY AT LAW A  
LAW CORPORATION, a corporation; THE  
ECLECTIC CENTER OF UNIVERSAL  
FLOWING LIGHT-PAULO  
ROBERTOSILVA E SOUZA, a Hawaii  
corporation sole; JASON HESTER, an  
individual; THE OFFICE OF OVERSEER,  
A CORPORATE SOLE AND ITS  
SUCCESSOR, OVER AND FOR THE  
POPULAR ASSEMBLY OF REVITALIZE,  
A GOSPEL OF BELIEVERS; ALMA C.  
OTT, an individual; MOTHER EARTH  
MINERALS, a Utah online health products  
company, d.b.a., MEMINERALS.com;  
and DOES 1 through 50, Inclusive

Defendants

CIV. NO. 15-00186 JMS BMK  
[42 U.S.C. § 1983]

VERIFIED COMPLAINT FOR  
DEPRIVATION OF RIGHTS AND  
INJUNCTIVE RELIEF;  
DECLARATION OF LEONARD G.  
HOROWITZ and SHERRI KANE;  
AFFIDAVIT OF LEONARD G.  
HOROWITZ; EXHIBITS "A"-"S"  
SUMMONS; CERTIFICATE OF  
SERVICE

TRIAL BY JURY DEMAND

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## **VERIFIED COMPLAINT FOR DEPRIVATION OF RIGHTS AND INJUNCTIVE RELIEF**

Plaintiffs LEONARD G. HOROWITZ, and SHERRI KANE (hereafter “Plaintiffs”), acting in Pro per, and as authorized by 42 U.S.C. § 1988 that encourages regular citizens to oppose organized crime under extraordinary circumstances as detailed in this Complaint, alleges that:

1. Plaintiffs bring this civil action against the Defendants for violations of, inter alia, 42 U.S.C. § 1983—to enjoin the Defendants from further depriving Plaintiffs’ rights through specified unlawful activities alleged herein to have been committed under color of law in a conspiracy to deprive the Plaintiffs of their rights, real and personal property interests, and interstate trade in health tourism, health products, and natural healing services.
2. Plaintiffs plead for the honorable Court to enjoin ongoing irreparably damaging acts committed by Defendants who are competing in interstate trade unfairly against the Plaintiffs (hereinafter, “Plaintiffs”), and have prohibited Plaintiffs from commercially operating and living peacefully and productively on their commercial property in Pahoa, HI—a property misrepresented by the Defendants predecessor and “virtual representative,” Seller Cecil Loran Lee (hereafter “Lee”), to be a legally operating and commercially viable “Inn.”

3. Plaintiffs were forced by Defendants actions detailed herein to leave their domiciles in California to defend their personal investments and properties; and restore and regain their freedom and their Property rights stolen from them by Defendants' actions that have violated, inter alia: Title 18. U.S.C., Section 242, Deprivation of Rights Under Color of Law; Title 48 U.S.C. § 1985, Conspiracy/Deprivation of Civil Rights; 18 U.S.C. § 1341, Title Records Fraud and Swindle statute; Title 21 U.S.C. § 856, for Maintaining Drug-Involved Premises; Hawaii Revised Statutes (hereafter "HRS") § 485A Uniform Securities Act; HRS § 480 Anti-trust provision, particularly HRS §480-2 for unfair and deceptive acts in the conduct of commerce; and HRS § 480D *et seq.* for Unlawful Consumer Debt Collection Practices.
4. Summarily, Plaintiffs plead to obtain a permanent injunction, monetary civil penalties, and other equitable relief for the defendants' violations of the aforementioned statutes.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction over this matter under 28 U.S.C. §§ 1331, 1337(a), 1345 and 1355(a); 42 U.S.C. § 1988; and Article III, Section 2, of the Constitution.
6. Venue in this District is proper under 28 U.S.C. § 1391(b).

## **DEFINITIONS**

7. For purposes of this Complaint, the terms “affiliate,” “asset,” “claim,” “creditor,” “debt,” “debtor,” “lien,” “person,” “property,” “relative,” “transfer,” “valid lien,” are defined by Hawaii Revised Statute (hereafter “HRS”) § 651C-1 of the Uniform Fraudulent Transfer Act; the terms, “broker-dealer,” “fraud,” “issuer,” “person,” “predecessor act,” “record,” “sale,” “security,” and “state,” are defined in HRS §485A-102; the terms, “commodity,” “consumer,” “purchase” or “buy,” and “seller,” are defined by HRS §480-1; the terms “consumer debt,” “debt,” “debt collector,” and “person,” are defined by HRS §480D-2, pursuant to “unfair, deceptive, coercive, abusive, or harassing conduct in collection activities;” the term “extortion,” as used in this Complaint is defined in HRS §707-764(1)(c)(h)(l) and (2) and (3); the term “racketeering activity” is defined in 18 U.S.C. § 1961; the terms “agent,” “beneficiary,” “descendant,” “distribute,” “estate,” “heir,” “interested person,” “mortgage,” “personal representative,” “security,” “trustee,” and “will,” as used in this Complaint is defined in HRS §560:1-201; the term “virtual representative” is defined by the Ninth Circuit in *U.S. v. Geophysical Corp. of Alaska* 732 F.2d 693, 696 (9<sup>th</sup> Cir. 1984); and the terms “after residence,” or “after acquired domicile” is defined in *Black’s Law Dictionary* (Eight Edition, 1999, pg. 532). HRS § 707-764(1)(c)(h) and (2) and (3)

## **42 U.S. CODE § 1983 – CIVIL ACTION FOR DEPRIVATION OF RIGHTS**

8. Congress prohibited “[e]very person who, under color of any statute . . . of any State . . . subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer’s judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. . . .”

## **PARTIES**

9. Plaintiff **LEONARD G. HOROWITZ** (a.k.a., Dr. Leonard Horowitz) is a California domiciled Public Minister and apostilled Ambassador, certified by the U.S. Department of Foreign Affairs, Trade and Development Canada, serving the Canadian Priory, Sovereign Order of Orthodox Knights Hospitaller of Saint John of Jerusalem, Russian Grand Priory, and the house of Romanov Protectorate. He is an internationally known authority in public health, behavioral science, emerging diseases, and natural healing. The doctor purchased the Subject Property at 13-3775 Kalapana Highway, Pahoa, HI, 96778, in 2004, on behalf of his Washington State Judeo-Christian corporation sole ministry—The Royal Bloodline of David (hereafter called, “Royal”)—and as a personal



investor, co-signor and guarantor on the Note(s). Dr. Horowitz has resided on the Property part time since it was purchased, taking time away from his *domicile and businesses in Idaho (2004-2007) and California (2008-2010)*. The Property became Plaintiff's **"after residence,"** or **"after acquired domicile"** in the Fall of 2009, a fact compelled by the criminal acts of the Defendants, alleged below.

10. Plaintiff **SHERRI KANE** is a California domiciled investigative journalist, Dr. HOROWITZ's fiancé, business partner, and co-owner of the subject Property, who sought to develop this one-of-a-kind geothermal Property with HOROWITZ as a model destination retreat for health tourism and interstate trade, natural healing, creationistic education, lava-heated steam research and commercial developments, and as a model spa attached to a rural health clinic. However, all that stopped before the Plaintiffs and Royal ministry were driven into insolvency by the Defendants. Like Dr. HOROWITZ, Ms. Kane was, thus, unjustly forced to relocate from California to her "after residence" in Honolulu, HI, in 2011.

11. Defendant **PAUL J. SULLA, JR.** is a real estate entrepreneur and competing health products and services business owner. Mr. SULLA is also a Hawaii domiciled licensed attorney, whose law firm, **"PAUL J. SULLA, JR., ATTORNEY AT LAW A LAW CORPORATION,"** has represented co-defendant and alleged shill, JASON HESTER, in foreclosure matters damaging the Plaintiffs since 2009. In 2008, Mr. SULLA

incorporated the **HAWAIIAN SANCTUARY, INC.** that competes directly against Plaintiffs health services in a neighboring Pahoa, HI (addressed less than three miles from the Plaintiffs' Property). **HAWAIIAN SANCTUARY, INC.** is addressed at 13-3194 Pahoa-Kalapana Road, Pahoa, HI 96778., engaged in growing, purportedly, therapeutic and nutrient rich botanicals, and offering natural healing services identical to those previously offered on the Plaintiffs nearby Property. As the initial owner and developer of the **HAWAIIAN SANCTUARY, INC.**, Mr. SULLA is also a leading religious drug use activist, and also owns and operates **THE ECLECTIC CENTER OF UNIVERSAL FLOWING LIGHT-PAULO ROBERTOSILVA E SOUZA** (a.k.a., "Big Island Ayahuasca Church") that promotes, manufactures, administers, prescribes, and traffics the Schedule I narcotic hallucinogen dimethyltryptamine (hereafter "DMT"), according to massive evidence, multiple affidavits from "churchgoers," online advertisements for "ayahuasca tourism" and "health retreats," and Mr. SULLA's own "adverse inference" during previous sworn testimony. **THE ECCLECTIC CENTER'S** address is 46-4070 Kahana Dr. Honokaa, HI 96727. Mr. Sulla's law firm address is P.O. Box 5258, Hilo, HI 96729, with street address as 106 Kamehameha Avenue, Suite 2A, Hilo, HI 96720.

12. Defendant **JASON HESTER** is purportedly Mr. SULLA's "client." Mr. HESTER has a felony record, is not a Hawaii domiciled citizen (contrary to previous court filings

by SULLA), and HESTER is “judgment proof.” Mr. HESTER’s last known and published residential address is 122 Felice Ct. Palm Desert, CA 92211-0724.

13. Defendant **ALMA C. OTT**, (a.k.a., A. TRUE OTT, and “DR. TRUE OTT”) competes directly against the Plaintiffs in online natural health products businesses; and was named by Defendant SULLA as SULLA’s chief corroborating witness in related defamation case Civ. No. 12-1-0417. Mr. OTT operates **MOTHER EARTH MINERALS** (d.b.a, MEMINERALS.com) and publishes regularly on LABVIRUS.com, whereby OTT is widely known for publishing anti-Semitic propaganda and commercial disparagements smearing the Plaintiffs for being Jewish and their industrial and intellectual properties purportedly inspired by Satan. OTT is evidenced to have conspired with SULLA, and others not named in this Complaint, to defame and damage the Plaintiffs businesses and reputations. OTT is believed to reside at 1725 204W, Cedar City, UT 84720; or address 2: 265 1725 N, Cedar City, UT 84721 (with additional address 3 at: 415 Main St., Cedar City, UT 84721).

14. The acts and practices of these Defendants alleged in this Complaint were in, or affecting, “commerce,” as substantiated by “documentary evidence” hereto attached in Exhibit “M,” permitted under evidentiary rules of the Federal Rules of Evidence.

## **BACKGROUND ON DEFENDANTS' COURSE OF CONDUCT**

15. Defendants' course of conduct violates Plaintiffs civil rights, commercial rights, and real property rights, beginning with actions of Defendants' virtual representative Lee—an Arizona domiciled citizen and resident, now deceased. Lee was a predicate felon convicted for trafficking large quantities of marijuana from the subject Property in Hawaii (hereafter, the "Property").

16. Lee sold the Property twice, to two (2) sets of defrauded buyers, after Lee falsely represented that the Property was "free and clear of encumbrances" and/or liens; when, in fact, the Property was horribly encumbered by a federal lien from Lee's drug trafficking conviction, and subsequent encumbrances brought by the first set of defrauded buyers. (*See*, Exhibits "A" and "B")

17. On January 15, 2004, Plaintiff HOROWITZ, acting in his dual capacity as a individual investor, and payment guarantor, on behalf of his ministry, THE ROYAL BLOODLINE OF DAVID, a Washington State corporation sole, (hereafter "Royal") purchased Lee's "Steam Vent Inn and Health Retreat" as a commercially viable "Inn," or "Bed & Breakfast," for \$550,000, unaware that the first set of buyers, Phillip Maise and Didier Flament, had been defrauded by Lee, and Maise had filed to block the sale of the Property to recover his damages in Civ. Nos. 01-01-0444 and Civ. No. 05-1-0235. (Exhibits "B" thru "D")

18. Combined, Maise and Flament were awarded approximately \$235,000.00 by the courts in their actions against Lee, and obtained an Order from the Nakamura State Court garnishing nearly all of the Plaintiff's timely and complete payments purportedly owed to Lee. (Exhibit "B" and "D")

19. Plaintiff HOROWITZ's Mortgage contract with Lee called for a \$350,000.00 (purchase money Mortgage) balloon payment at the end of 60 months, that HOROWITZ paid timely and in full, unaware that: (a) he had become a good faith purchaser of a fraudulently transferred Property; and (b) the Mortgage, Notes, and Warranty Deed was null and void due to Lee's fraudulent representation and written Warranty that the Property was "free and clear of encumbrances." In fact, the purchase and sale was an outrageous "unconscionable bargain," full of shocking surprises that would devastate the doctor's family, ministry, health businesses, finances, and peace-of-mind for more than a decade.

20. Soon after SULLA's appearance as Lee's counsel, he filed false documents with the State and courts fraudulently concealing Lee's true intentions behind leaving his grossly indebted estate, without a will, to a purported, not-yet-legally existing "church."

21. By SULLA's filing of fraudulent incorporation papers shown in Exhibit "F," coupled with a series of fraudulent securities instruments manufactuaing \$375,000.00 in "false

debt,” SULLA enslaved the Plaintiffs to “career litigation,” required to defend their personal investments against SULLA’s fraudulent debt collection practices, extortions, and malicious prosecutions in attempted theft of Plaintiffs’ money and property brought under color of law. (Exhibit “G” thru “J”)

21. The Property is especially coveted by Defendant SULLA as a one-of-a-kind geothermal estate ideal for health retreats and drug detoxification services since the Property offers Hawaii’s only lava-heated steam saunas adjacent geothermal bathing pools. These commercial interests are consistent with SULLA’s other competing commercial properties and businesses used for “health tourism,” “health seminars,” “health products” development, and (most outrageously) illegal ayahuasca (“DMT”) manufacturing and distributing advertised on the Internet as “community medicine.”

22. In effect, SULLA, without a will, nor authorization from any court to act as Lee’s personal representative before or after Lee died, SULLA targeted the Plaintiffs and their Property for theft by securities fraud—actions that put the Plaintiffs in the middle of SULLA’s directly competing lucrative Big Island health tourism and natural health products trade. (See before and after photos of the Property in Exhibit “P”; a collage of SULLA’s health businesses in Exhibit “N,” [Exhibits pp. 69 thru 76], and SULLA’s untimely Intestate filings for HESTER in Exhibit “S” filed nearly two years after SULLA conducted the unauthorized and unlawful non-judicial foreclosure of the Plaintiff’s Property.)

22. However, the Property, zoned agricultural, situated in a lava flow zone #1 restricting commercial insurance availability, *could not be used commercially* for health tourism, as Lee misrepresented to HOROWITZ. Furthermore, “unpermitted constructions,” including the steam saunas and bathing pools, that Lee had initially constructed (as shown in Exhibit “P”), Lee used to claim HOROWITZ breached the Mortgage contract. This lie gave Lee an excuse to bring a fraudulent foreclosure action Civ. No. 05-1-0196 against HOROWITZ et. al. for breach of contract. (See: Findings of Facts and Conclusions of Law resulting Exhibit “D” from Civ. No. 05-1-0196)

23. Following four years of litigation in Civ. No. 05-1-0196 (2005-2009) the Plaintiffs prevailed, foreclosure was DENIED, and the Plaintiffs were awarded \$200,000.00 by the trial jury to compensate HOROWITZ/Royal for their down payment. Then, on February 27, 2009, HOROWITZ/Royal paid all the money erroneously assumed still due and owing on the “unconscionable bargain.” HOROWITZ’s lawyer, John S. Carroll, instructed HOROWITZ to make the “final balloon payment,” so HOROWITZ did, reasonably, rationally, and legally applying the \$200,000.00 jury award as a credit against the original (albeit void) debt.

24. HOROWITZ’s “final balloon payment,” in fact, was compelled by the Ibarra Court’s Order on April 2, 2008, directing HOROWITZ to make an “accelerated” final balloon payment to terminate the litigation. (See: FoF and CoC, in Civ. No. 05-1-0196)

25. Thus, on February 2-27, 2009, HOROWITZ/Royal made that final balloon payment using their \$200,000.00 award as a credit, adding \$154,204.13 in payments to Lee by way of checks and wire transfer to Maise/Flament Nakamura Court Ordered garnishment. (Exhibit “E”)

26. But instead of terminating the dispute, SULLA’s new nightmare was about to unfold. Between March and August, 2009, Lee, SULLA and HESTER evaded multiple services of Notices to settle the final accounting, and, likewise, evaded multiple requests for a Release of Mortgage. Then, rather than terminating the litigation, SULLA multiplied processes through a series of unlawful consumer debt collection demands for the Plaintiffs to pay some amount of completely undetermined debt! (Exhibits “F”-“K”)

27. At that time (March through June, 2009) Lee was dying of cancer, had no will nor viable heirs, because Lee did not wish to leave his indebted estate owing more than \$435,000.00 to five (5) judgment creditors, litigation headaches, and criminal liabilities, to his son, or his sisters domiciled in Arizona with whom he chose to die.

28. But SULLA sensed an opportunity to cash in on Lee’s untimely death by holding HOROWITZ liable for the contested jury award. For this unethical and unlawful purpose, SULLA began a series of covert actions aimed at: (a) evading Lee’s probate estate responsibilities; (b) commandeering Lee’s intestate proceedings; (c) strong-arming



HOROWITZ under color of law to pay the \$200,000.00 jury award that HOROWITZ did not owe and SULLA filed to Appeal on May 21, 2009 (in No. 29841); and (c) multiplying civil actions and litigations (i.e., malicious prosecutions) to get HOROWITZ to submit to making payments under the force of SULLA's *extortions*.

**DEFENDANTS MULTIPLIED LEGAL PROCESSES BY CERTIFYING MULTIPLE FORGERIES, AND COMMITTED THREE FRAUDULENT TRANSFERS TO MANUFACTURE \$375,000.00 IN FALSE CONSUMER DEBT; AND THEN ACTED UNFAIRLY AND DECEPTIVELY TO COLLECT THIS “FALSE DEBT” IN VIOLATION OF HRS §§ 708-851; 708-830; 485A 508/509; 485-21 and 25; 651C; 480; 480D-3(2)(3)(6)(8)(11) and D-4(a)(b); and 18 USC § 1341**

29. On May 15, 2009, five weeks before Lee died, and one week *before* SULLA filed his Appeal (No. 29841), SULLA is alleged to have forged and/or manufactured Lee's forged signatures on a series of financial instruments (i.e., securities) and fraudulent incorporation records, to generate \$375,000.00 in “false debt” by *fraudulent transfers* on behalf of a purported heir for Lee's insolvent estate—a new “church.”

30. SULLA committed these fraudulent transfers by verifying: (a) Lee's forged signatures (obviously “cut and paste jobs”) on three fraudulent filings within the ARTICLES OF INCORPORATION used to form the new “church” on May 28, 2009. SULLA faxed those false filings into the State to Hawaii's Dept. of Commerce and Consumer Affairs (hereafter “DCCA”) on May 26 and 28, 2009. **This can be known by examining the fax dates printed on the bottom of those pages shown in Exhibits “F”**

containing Exhibits Pages 23 and 25 that are identical *cut and paste signature pages* bearing Lee's forged signatures, including one wrong signature (pg. 23) of purportedly Lee's sister, Gwen Hillman, and (b) three more obviously fraudulent and apparently forged documents (Exhibit "G") Assigning HOROWITZ/Royal's void Mortgage and two related Promissory Notes into the sham "ecclesiastical" corporation titled: THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS (hereafter "GOB").

31. SULLA used these false filings with the State as cause to maliciously prosecute the Plaintiffs; to repeatedly, wantonly and oppressively act under color of laws and the rules of civil procedure to deprive the Plaintiffs: (a) rights of redress, (b) due process on the merits; (c) adjudication of their compulsory counterclaims; (d) preventing the Plaintiffs from entering evidence into the courts during hearings to; (e) enforce the void Mortgage contract; (f) but neglect certain provisions therein, such as the false Warranty, and release of Mortgage. This is how SULLA enslaved the Plaintiffs to a second five years of forced litigations and commercial interferences causing the Plaintiffs' insolvency, and their Royal Ministry's dissolution. (Exhibits "F" thru "K")

32. In SULLA's haste to collect the false consumer debt, however, he committed a prima facie case of fraud and crime by administering the Assignments of the

**Mortgage and Promissory Note(s) on May 15, 2009, that is, ten (10) days before the purported “church” even came into legal existence on May 28, 2009 (by SULLA’s fraudulent DCCA filings shown in Exhibits “F” and “G”).**

33. The *prima facie case of forgery and fraud is clearly established* by SULLA’s certification of the ARTICLES OF INCORPORATION bearing *blatant forgeries* that SULLA faxed into the DCCA on the aforementioned dates of May 26, 2009 and May 28, 2009. *Again, Exhibit “F” shows clearly-and-convincingly the same exact signature pages’ text, and signatures of purportedly by Lee, blatantly cut-and-pasted on two different documents titled:* (1) CERTIFICATE OF EVIDENCE OF APPOINTMENT (that was supposed to be signed by Lee’s sister, Gwen Hillman, but was not); and (2) STATEMENT OF INCUMBANCY. The only difference between those two cut-and-pasted signature pages is someone, most probably SULLA, added a “2” to feign the date of May “28” on the later-filed document shown on Exhibits page 25, in contrast to Exhibits page 23 on which the “2” is missing.

34. By this obvious *pattern of fraud and crime*, committed with HESTER’s complicity, SULLA generated \$375,000.00 of “unlawful consumer debt” used to extort HOROWITZ/Royal to pay money not owed, or otherwise foreclose (again) in a criminal attempt to steal the Property.

35. In addition to the aforementioned terminal defects in SULLA’s incorporation

filings, “Lee’s church” fraudulently claimed its address at the residential property of Herbert M. Ritke, who later declared in federal court filings that *Lee had no legal authority to claim Ritke’s address for the sham “church.”* (See: the Ritkes federal filings in Exhibit “R”)

36. SULLA’s (purportedly Lee’s) May 15, 2009, Assignments of HOROWITZ/Royals’ Mortgage and Promissory Notes also fraudulently Warranted that: (1) no one (other than Lee) held any interest in these securities; and (2) *that there had not been any default* on the Mortgage, despite Civ. No. 05-1-0196 ongoing at that time in which Lee claimed *default!*

37. That Warranty in the Assignments of Mortgage and Notes was fraudulent on its face because for the previous four (4) years in Civ. No. 05-1-0196, Lee had claimed that HOROWITZ had defaulted on that Mortgage; despite the fact that HOROWITZ had paid all the money due and owing on February 27, 2009, nearly three (3) months before the Assignments were made.

38. Clearly, that Mortgage had been made null and void by: (1) Lee’s fraud in the sale of the Property ruled by the Ibarra Court (See FoF preceding Exhibit “D”); and (2) the fraudulent concealment of litigation encumbrances (Exhibit “A” and “B”) creating the “unconscionable bargain” and false Mortgage Warranty that the Property was “free and clear of encumbrances.” (See: Exhibit “C,” Exhibits page 10.)

39. None-the-less, Exhibit “E” is a summary of verifiable payments that HOROWITZ/Royal made to pay off the Mortgage and its Note in full between February 2 - 27, 2009; clearly three months before SULLA committed the fraudulent transfers of these debt instruments. The record shows that HOROWITZ/Royal paid a total of \$588,111.94 in cash or credits, not including the \$200,000.00 later vacated jury award. In essence, HOROWITZ/Royal paid far more than the \$550,000.00 purchase price of the “inn” that could not be used commercially as SULLA/HESTER’s predecessor — misrepresented.

**THE DEFENDANTS CONSPIRED TO STEAL PLAINTIFFS’ MONEY AND PROPERTY BY PERJURY IN COURTS AND FALSE FILINGS WITH THE STATE IN VIOLATION OF ANTI-THEFT LAWS AND INTESTATE STATUTE REQUIREMENTS [HRS §§ 710-1060; 705-520; 708-830 (1) or (6)(a) and (7); 425E-208; 425E-1206; and 531-29].**

40. According to SULLA’s Declaration in SUGGESTION OF DEATH OF APPELLANT CECIL LORAN LEE, filed on September 18, 2009 (in Appeal No. 29841), Lee died on June 27, 2009, leaving only SULLA to administer Lee’s insolvent estate, purportedly on behalf of Lee’s falsely claimed “nephew,” JASON HESTER, (hereafter, “HESTER”).

41. But clear and convincing evidence shows SULLA’s substitution of HESTER as Lee’s purported “heir” was fraudulently committed to extort or otherwise maliciously

prosecute the Plaintiffs from that time forward, justifying Plaintiffs need for Injunctive Relief.

42. SULLA's fraud and crime can also be known from SULLA's perjury during his sworn testimony as a witness in related case, Civ. No. 12-1-0417, on January 4, 2013. At that time SULLA provided *ridiculously incongruent* and *blatantly false testimony* conflicting with his earlier declarations to courts regarding HESTER's purported blood kinship with Lee, first declaring that the 37-year-old HESTER was Lee's "nephew," then later claiming HESTER was not Lee's nephew, but "grandnephew." Under oath, SULLA perjured himself thusly:

"I have lots of evidence of that [blood kinship]," (Transcript pg. 12, lines 9 - 22) "I've talked to his mother's grandmother. . . . I mean, I know the family well, from the time I've worked with Cecil, to determine this. . . . [HESTER's] grandmother was sister to Cecil Lee. So Cecil was - - and his grandmother were, yeah, brother and sister. So then he's the grandnephew. . . . [Lee] had a couple [of people in mind to make his heir, SULLA continued] he had left it to another friend first. And then he said, 'Nah, I don't know about that person. I think Jason's good.' I said, 'Who is Jason?' He says, 'He's my nephew. . . . That's who I want. The guy lives in Puna. He needs a good start. He's a good fellow, he's spiritual, and he would follow along with the church that I would like him to.'"

43. HESTER was born October 5, 1976, making him 37 years old at the time SULLA testified in 2013. HESTER's "mother's grandmother" would have been born in the late 1800s, and unlikely to have had a coherent conversation with SULLA from her grave.

44. SULLA's "condition of mind" to recklessly plead, commit perjury, fraud, and theft may be partially explained from his advocacy of "Ayahuasca" -- the Schedule I narcotic hallucinogen, dimethyltryptamine (i.e., "DMT") -- that SULLA manufactures and

traffics as further detailed below and evidenced by Exhibit “N.”

45. According to public records, HESTER’s grandmother, Geraldine N. Jeansonne, was 89 years-old at the time of SULLA’s perjury. Neither she, nor HESTER, had any blood kinship with any of Lee’s sisters. This can be known from public records as is detailed in an expert investigation by private investigator Christopher Baker (whose Affidavit will be made available in future filings of discovery).

46. But SULLA’s pleading is beyond reckless. The concept that Lee would leave his bankrupt estate \$435,000.00 in debt to a legitimate heir, or to any legitimate church, depriving five judgment creditors from being made whole is frankly stupid. It is clearly unreasonable to consider that Lee would leave even HESTER, a purportedly “good person,” litigation headaches and massive debt at age 37, because he “needs a good start,” is preposterous, frankly perjurious, and clearly criminal in its intent to defraud the courts to steal the Plaintiffs’ \$1 million Property—a class A felony.

**DEFENDANTS COMMITTED A PATTERN OF FRAUDULENT  
CONCEALMENTS, COMMERCIAL DISPARAGEMENT AND LIBEL IN  
THEIR CONSPIRACY TO RUIN PLAINTIFFS REPUTATIONS, BUSINESSES,  
AND STEAL THE PLAINTIFFS’ PROPERTY, ALL THE TIME DISGUISED  
SULLA’S OWNERSHIP OR CONTROL OVER THE  
LITIGATIONS/EXTORTIONS AND THE PROPERTY KNOWN TO BE THE  
PROCEEDS OF SPECIFIED UNLAWFUL ACTIVITY**

47. During that same sworn testimony in Civ. No. 12-1-0417, on January 4, 2013, SULLA pled his Fifth Amendment right not to answer questions about his *drug church*,

*illegal DMT manufacturing and trafficking operations, and related real estate enterprise* registered with the DCCA as THE ECLECTIC CENTER OF UNIVERSAL FLOWING LIGHT-PAULO ROBERTOSILVA E SOUZA. (Exhibit “N”; d.b.a., The “Sky of Hawai’I and/or Ceu’ do Hawai’I ‘spiritual community’, and “Big Island Ayahuasca Church”)

48. SULLA knew the Property involved was “the proceeds of some form of unlawful activity” in violation of money laundering prohibition HRS § 708A-3(1)(a)(b)(c)(i)(ii) and also section (3). This “scienter” can be known from discovery evidence in Exhibit “F” clearly and convincingly proving SULLA’s certified a series of forgeries in purportedly Lee’s sham church filings. Also, SULLA knew what he was illegally doing when he issued more fraudulent securities instruments (including Quitclaim Deeds), committing fraudulent transfers of titles, Mortgage and Notes; and then covering all of his crimes up by stupid perjuries in pursuit of real Property theft.

49. SULLA knew that whatever he would gain by maliciously prosecuting the Plaintiffs, and defrauding the courts, would be the *proceeds of unlawful activities*, because he organized and administered the illegal NJF, fraudulently transferred the Property title from the Plaintiffs to GOB, and later Quitclaimed title to HESTER. Outrageously, SULLA committed this later fraudulent transfer at the same time SULLA issued HESTER a mortgage “loan” secured by the Property on June 9, 2011. So SULLA cannot claim ignorance, or any reasonable excuse, for these clear torts and crimes.



50. SULLA committed all of the above acts “with intent to promote the carrying on of specified unlawful activity”—that is, theft of money or Property by extortionate abuse of the State DCCA, the Bureau of Conveyances, and the court(s), under color of law (as defined by HRS § 707-764(1)(c)(h) and (2) and (3)); and/or to “conceal or disguise the . . . ownership, or the control of the proceeds of specified unlawful activity.” (Quoted from HRS § 798A-3(1)(a).)

51. Ultimately, SULLA’s money laundering conspiracy with HESTER put SULLA in position to flip the Property to himself, concealed by, and to be used by, his real estate and illegal drug enterprise, as charted and evidenced in Exhibit “O.” For clarity, the Court and investigators can peruse the Organizational Chart depicting SULLA’s racketeering enterprise attached hereto in Exhibit “N” (Exhibits pg. 66). *A photograph of the actual drug manufacturing and trafficking facility is shown on Exhibits page 68.*

52. During one meeting that SULLA had his co-counsel, Phillip. L. Carey, arrange on April 25, 2014, SULLA extorted the Plaintiffs as a concealed attorney surety to pay, purportedly HESTER, \$325,000.00 to “stop the defamation” against SULLA? That’s right. SULLA and the parties were audiotaped stating as follows:

SULLA [to HOROWITZ]: So you can acquire your house back for \$325,000.00, payable to Jason Hester and everything will be resolved and settled and you will agree to ***stop the defamation of me***, and [put] all [your] complaints for damages aside and Jason would not look for any other damages. Simply take the plunge, everything would be resolved and be nice nice . . .

HOROWITZ: “[W]e have been damaged we can’t even . . . [access, enjoy, or leave the Property

freely]; somebody put a lock on our gate from your group the other day, we have been consistently unable to [operate that place commercially]. I don't know because it [the lock] was on there. Somebody tried to lock us out.

SULLA [Defending HESTER]: He's not doing it.

HOROWITZ: Well someone did it.

SULLA [threatening HOROWITZ]: We will be doing it in a few weeks, but not yet.

HESTER [to HOROWITZ]: You made a lot of enemies here don't blame that on me.

HOROWITZ: Okay, whatever.

HESTER: He did that, don't even.

HOROWITZ: Okay just let me [finish]. The fact is that we have not been able to [operate commercially or enjoy the Property] since [it was purchased] . . .”

53. That April 25, 2014, recorded discussion also dealt with HESTER's defamation of KANE as an alleged transvestite. The Defendants circulated that slander throughout the Puna community, based on Internet libel published by SULLA's associate and corroborating witness, ALMA C. OTT, as HESTER revealed thusly:

HESTER [to KANE]: I asked Mr. Horowitz if what I read on the Internet was true because there is slander on the Internet about you saying you're a man. And I think it is terrible for people to say things that are not true on the Internet.

KANE: You didn't say that to Dr. Horowitz, what you said was, “Your Sherri is a man.”

HESTER: I do actually have it recorded.

KANE: Yeah sure. You guys have called me every name in the book; you have called him every name in the book.

54. SULLA's malicious prosecution and retaliatory abuse of the courts, for extortion, was additionally recorded on April 25, 2014, as transcribed below. SULLA clearly stated that *he* (not HESTER, nor even co-counsel Carey, whose name appeared on the caption as the filing attorney) filed and served Civ. No. 3RC 14-1-466 for ulterior concealed personal financial interests. SULLA's statements revealed his pattern of abusing his sham Plaintiff HESTER to defraud the courts and conceal himself as the real party of interest. SULLA was an indispensable party in that case, and in every action fronted by "HESTER." SULLA's statements also reveal his violation of his Hawaii Rules of Professional Conduct ("HRPC") Rules 1.2(d); 3.3; 4.1(b); and 8.4(a)(b) and (c). SULLA's malicious agency, directing co-counsel Carey's, and later (in Civ. No. 14-1-0304) attorney Stephen D. Whittaker's similar fraudulent and criminal concealments, violates HRPC Rule 1.6(c).

55. SULLA caused Carey to file the second of two malicious prosecutions in the Freitas Court alone—Civ. No. 3RC 14-1-466—and process server Robert Dukat, who is also on SULLA's payroll, claimed HESTER brought this malicious prosecution extortion, and not SULLA.

56. In addition, according to a Declaration by handwriting expert Beth Chrisman (available for discovery), there is a high probability that SULLA forged Robert Dukat's signature as "R DUM" on ejectment warrants posted on the Plaintiffs Property on

September 20, 2013, terrorizing resident staff members to leave the Property as reported to police.

57. SULLA's Civ. No. 3RC 14-1-466 was served by Dukat to apply SULLA's coercive "leverage" minutes before the "settlement meeting" was recorded. In this instance, SULLA revealed his extortionate abuse of HESTER, and the Freitas Court, to defeat HOROWITZ's UCC 1 commercial lien placed on SULLA's properties . . .

SULLA: First of all his relationship it's okay, Bob Dukat's signature as opposed to mine that's ok, you can push those two things all you want, the thing about the false statement of the signage on the notes of the mortgage. We started going through that in the district court case when it got dismissed because there was a question of title that would take it out of that court. We didn't get to that issue, but we're gonna get to that issue sooner or later, whether the assignment of the note was good or not good.

HOROWITZ: Yeah

SULLA: When it is properly ready, before court.

HOROWITZ: Absolutely, yeah.

SULLA: Until then it is only in the area of public opinion and the Internet and all that because there's no, there's no challenge anywhere about that.

HOROWITZ: Then let me ask you. This thing you just served us with. We're gonna have to do that in here, in order for you...

SULLA: ***No. I served that so I could basically respond to your commercial lien and lis pendens that you put on record affecting all [of SULLA's] real estate.***

HOROWITZ: What! You did that?

SULLA: I did the same thing you did, so I can file a notice of an invalid lien with the Bureau of Conveyances which I have done, and now I'm bringing a motion to expunge that so.

HOROWITZ: It won't work; now I will have to respond to this.

SULLA: Yeah I know. I know, so anyways that is neither here nor ... The notes on the mortgage have not been brought as the subject of any litigation. You keep introducing into defamation cases and etcetera.

SULLA: It is your job to do it my friend. It isn't our job. We prevail, we have title.

58. SULLA's concealed conflicting interests, controlling the Property by unlawful filings with the State (and related activity in courts) is proven by *prima facie evidence of fraudulent concealment and conflicting interests violating ethics rules. The simultaneous filings with the State of Exhibits "O(2)" and "O(3)"—SULLA's fraudulent transfer of the Property title to HESTER—is paired with "HESTER's" simultaneous Mortgage "grant" or "loan" from SULLA to HESTER, dated June 9, 2011.* In that "loan" contract (Exhibit "O(2)") SULLA included his right to foreclose on HESTER, and the Plaintiffs' Property, for HESTER's failure to pay taxes, that both men knew that HESTER could not afford to pay, and never did pay. (See Exhibits pp. 81 and 92.)

59. Accordingly, SULLA knew "that the [P]roperty involved in the transaction [was] the proceeds of . . . unlawful activity, [and SULLA] knowingly engage[d] in the business of conducting, directing, planning, organizing, initiating, financing, managing, supervising, [and] facilitating transactions involving the [P]roperty that, in fact, [were] the proceeds of specified unlawful activity." (Quoted from HRS § 798A-3(1)(b).)

60. Pursuant to SULLA's concealments of his drug church—THE ECLECTIC CENTER OF UNIVERSAL FLOWING LIGHT-PAULO ROBERTOSILVA E SOUZA—and his *adverse inference* under oath concealing SULLA's illegal DMT manufacturing and trafficking enterprise controlling, administering, and concealing more than fifty (50) properties on the Big Island, these facts are corroborated by a Google Maps photograph of the “church” property, and several sworn affidavits provided to the Plaintiffs by SULLA's “churchgoers,” and ayahuasca ceremony participants, some of whom were involved, they verified in sworn statements, in packaging for large scale distribution the hallucinogenic “daime.” (See: Exhibits “N” and further available discovery.)

61. SULLA's “Big Island ‘Ayahuasca Church,’” DCCA registration records evidence, provides probable cause to consider money laundering from specified unlawful activities in Hawaii's interrelated drug and real estate trade. The “ECLECTIC CENTER,” of the Big Island's “Ayahuasca Drug Cult,” SULLA published, was formed for “ADMINISTERING AND MANAGING THE AFFAIRS, PROPERTY AND TEMPORALITIES OF THE CHURCH.” Given SULLA's “adverse inference” in the earlier case, pleading his Fifth Amendment right to remain silent on these matters on the witness stand, the Court and jury has probable cause to consider the worst, especially since SULLA is no stranger to money laundering and tax evasion schemes from his role in *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 DAE, “Superseding Indictment”

(July 28, 2010). Sulla's involvement in Ong indictment and conviction for money launder through a SULLA-designed sham religious trust was reported by the *Star Advertiser*. SULLA's son's activities as the chief "priest" or "shaman" of this enterprise is equally disconcerting. "Paul J. Sulla, III" has published articles on the Internet describing his "therapeutic practice" prescribing DMT as "community medicine." (Exhibit "N") The impact of such unlicensed medical practice and advertisements on society, and locally, is unconscionable, especially since many young children are reported by "churchgoers" to be involved and being administered the drug "to see God."

62. Furthermore, SULLA's partner in this drug and real estate enterprise is W. Augustuz Elliott, who promotes a series of "health and well being" seminars administered under the guise of the "Mankind Project." This encourages "health tourism," also called "ayhuasca tourism," for which the Plaintiffs' Property is ideal. Given Plaintiffs' detoxifying steam saunas used for drug detoxification, and steam water used for blood purification, the subject Property (shown in Exhibit "P" before and after HOROWITZ's renovations) is far more ideal than SULLA's current facilities (pictured in Exhibits page "68" along with SULLA's and third party Steven D Lund's Hawaiian Sanctuary property; documented on Exhibits pp. 70-76). Therefore, there is a clear motive for SULLA to commit the aforementioned crimes involving HESTER in the theft of the Plaintiffs' real and personal properties..

63. SULLA's efforts to acquire the Plaintiffs Property by hook-or-by-crook has caused Plaintiffs to become insolvent after they paid attorneys more than \$175,000.00 to mitigate damages.

**TO UNFAIRLY COMPETE FOR THE SUBJECT PROPERTY, AND IN THE HEALTH TOURISM TRADE, SULLA AND HESTER VIOLATED HAWAII UNIFORM PROBATE CODES REGULATING INTESTATE PROCEEDINGS AND FRAUD. SULLA AND HESTER NEGLECTED NOTICING INTERESTED PARTIES AS REQUIRED BY HRS § 560:1-401. THEREBY, SULLA CONCEALED HIS FRAUD AND CRIME.**

64. Beginning in May 2009, SULLA and HESTER committed a series of fraudulent and criminal acts in violation of, inter alia, HRS §§ 485A-501(a)(1)(2)(3)(4); 480-2(a); 480D 3(2)(3)(6)(8)(11) and D-4(a)(b); and 708A-3(1)(a)(b)(c)(i)(ii) and (3).

65. By 2008, SULLA had established an extensive real estate, drug trafficking, and health products and services enterprise on the Big Island of Hawaii for which the Plaintiffs' Property was ideal and coveted by SULLA.

66. On December 10, 2008, SULLA incorporated a neighboring facility—the HAWAIIAN SANCTUARY, INC, as a non-profit “agrarian, spiritual & healing arts community integrating the practice of non violent communication and healthy life choices.” (Exhibit “N,” Exhibits page 70.)

67. On June 27, 2009, died without leaving a will, and SULLA took over as exclusive



“agent” and “broker dealer” issuing, certifying, and/or filing fraudulent security instruments, purportedly on behalf of Lee’s insolvent estate; but without obtaining any official authorization to administer Lee’s intestate interests; and without giving proper legal notice to HOROWITZ and Lee’s siblings, to conceal SULLA’s aforementioned fraud and crimes.

68. On August 21, 2009, the Plaintiffs’ mainland commercial competitor, ALMA C. OTT (through subordinate Alex McGowin Studer), registered Labvirus.com to directly compete with Plaintiffs’ Internet businesses using commercial defamations and trade disparagements (violating 15 U.S.C. § 1125-43(a) of the Lanham Act). SULLA and OTT acted together to ruin the Plaintiffs’ reputations and businesses. SULLA and SULLA’s agents, informants, corroborating witnesses, and/or business associates aided-and-abetted OTT’s outrageously libelous Internet publications, including links to Internet video voyeurism, anti-Semitic libel, and industrial property disparagements, by links from SULLA’s law blog, <http://www.pauljsulla.com/Blog.shtml>. (Exhibit “M”)

69. On November 6, 2009, SULLA, purportedly acting as decedent Lee’s and GOB’s “debt collector,” without having legal authority or standing to act as Lee’s intestate personal representative, demanding, by certified mail, payment in full of the original \$350,000.00, rejecting HOROWITZ’s opposition, and neglecting: (a) evidence of payments made by HOROWITZ/Royal, including their final balloon payment made on

Feb. 27, 2009; (b) the judicial decision denying foreclosure for timely payments made by HOROWITZ, and equity established by HOROWITZ/ Royal; (c) the \$200,000.00 jury award that had *not yet been vacated*; d) an additional judgment credit award for sanctions in favor of HOROWITZ/Royal owed by Lee; and e) the strict requirements of HRS §667-5, all violating Horowitz rights and interests. (Exhibits “H”)

70. Plaintiffs responded timely to SULLA’s debt collection Notices, even though they seemed absurd. SULLA’s threats of a pending non-judicial foreclose (hereafter “NJF”) by reason of the void Mortgage “power-of-sale” clause were considered criminal by the Plaintiffs and their counsel. SULLA’s threats of a new civil action conducted in bad faith *after* Lee’s “election of remedy” by judicial foreclosure was DENIED, seemed unconscionable. In fact, at that time, the jury award was still in place, or still ripe for appeal, and SULLA’s Notice of threatened NJF action violated consumer debt collection and deceptive trade statutes HRS §§480-2 and 480D; in addition to *UCC Article 3 § 3-203*; and the Uniform Fraudulent Transfer Act, HRS §651C; and the Uniform Securities Act, HRS §485A-501(a)(1)(2)(3)(4), since SULLA’s demands were based on fraudulent securities and false debt. (Exhibits “H” thru “K”)

71. Unfortunately, five weeks later, on Dec. 11, 2009, when the trial court issued its SECOND AMENDED FINAL JUDGMENT, SULLA had defrauded the Ibarra Court into substituting the sham GOB “church” as Plaintiff, and the \$200,000 jury award was

vacated for fraud not pled with particularity. However, the defective and void Judgment maintained the foreclosure denied ruling, respecting the equity held and timely payments made by HOROWITZ.

72. On Dec. 28, 2009, SULLA again neglected to credit HOROWITZ/Royal for what they had paid, neglected the void Mortgage and outstanding claims against Lee for breach of contract, and defied the judicial and appellate court processes ongoing at that time. SULLA demanded by wire fraud (i.e., fraudulent Internet correspondence) payment of the full amount of the original note. SULLA fraudulently wrote, “you still owe the entire \$350K principal plus accrued interest since Feb 2009.” He knew this was not the case.

73. On March 19, 2010, SULLA sent another certified letter providing Notice of his NJF to be held on April 20, 2010, oblivious to his crimes. (Exhibit “I”)

74. Without legal standing, and with “unclean hands,” SULLA extorted the Defendants to make payments not owed; and when they refused, SULLA violated HRS § 667 *et seq* that requires strict compliance in accounting for the amount of the claimed default.

75. On April 20, 2010, SULLA, delinquent in the aforementioned ways, and with no auctioneers license<sup>1</sup> in violation of HRS § 487-13, was videotaped before a community of protestors selling the Plaintiffs’ Property at a “mock auction” to, purportedly, the

“church.” HESTER acted as the lone bidder and buyer for GOB. (Exhibit “I”)

76. At that auction, HESTER, purportedly paid \$175,000.00 in a “credit bid” for the Plaintiffs’ \$1 million Property, in violation of, inter alia, HRS 445 et seq.

77. On May 3, 2011, SULLA issued GOB, purportedly on behalf of itself, a Quitclaim Deed to establish SULLA’s enterprise’s “color of title.” This transaction slandered title to the Property for the first time in this case.

78. SULLA committed a second slandering of title on June 9, 2011, when SULLA issued HESTER a pair of securities, including a mortgage “loan” for \$50,000.00, unlawfully secured by the Property. SULLA justified his mortgage to HESTER, purportedly as his way of collecting legal fees. (Exhibits “O(2)” and “O(3)”)

79. Then, at the same time, on June 9, 2011, SULLA issued “Overseer” HESTER a Quitclaim Deed, illegally transferring title to the Property from GOB to HESTER in violation of HRS §414D—the Hawaii Non-profit Corporations Act—that states the “Administrator may not become purchaser of intestate’s property. 1 H. 266 (476)” (Quoted from HRS §531-29). (Exhibits “O(2)” and “O(3)”)

80. The next day, June 10, 2011, HESTER, as the new holder of the colored title, mailed fraudulent, terrorizing, yet certified eviction notices to HOROWITZ/Royal, and conspired with SULLA to file the first of three malicious prosecutions to eject the

Plaintiffs from their Property. These cases included Civ. No. 3RC-11-1-662 (filed June 21, 2011) and Civ. No. 3RC 14-1-466 (filed April 25, 2014). (Exhibit “J”)

81. SULLA repeatedly committed contempt of courts, because both of those State district court malicious prosecutions were filed in the same Freitas Court lacking subject matter jurisdiction over title disputes—a fact well known to SULLA, but neglected for malice. Those two malicious prosecutions evolved into Civ. No. 14-1-0304, actions committed to defraud courts for theft of the Plaintiff’s Property.

82. At that precise time, June 15 – 21, 2011, SULLA’s agents, informants, and corroborating witness OTT (named by SULLA in his defense in Civ. No. 12-1-0417), instigated, by and through SULLA’s informant and other corroborating witness, Roxanne Joan Hampton, a hostile takeover of the Plaintiffs’ three mainland companies, aided-and-abetted by OTT’s commercial defamation and Internet libel campaign.

83. Defendants aforementioned actions effectively destroyed the sources of the Plaintiffs’ financial support—the proximal cause of the break-up of HOROWITZ’s family, the Plaintiffs’ insolvency, and ultimate dissolution of HOROWITZ’s Royal ministry.

84. SULLA’s and OTT’s Internet libel campaign continues to this day, and includes articles published by SULLA smearing the Plaintiffs, claiming they are “squatters” and

“trespassers” on their own Property, and “mentally deranged.”

85. SULLA’s actions, thereby, irreparably damaged the Plaintiffs by unfair and deceptive trade, unlawful consumer debt collection practices, fraudulent transfers of the Mortgage and Notes, forgeries of securities instruments and incorporation papers, multiple acts of perjury by SULLA in multiple courts, defamation to damage the Plaintiffs relationships, commercial disparagement, mail fraud, wire fraud, and depriving Plaintiffs of their Constitutional rights, Property rights, and businesses; generating the following causes of action:

## **COUNT I**

### **VIOLATION OF 42 U.S.C. § 1983: Deprivation of civil rights**

86. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

87. Defendants acted under color of State law and deprived Plaintiffs’ federal constitutional and/or statutory rights.

88. In violating 42 U.S.C. § 1983, Defendants committed a pattern of securities fraud and fraudulent transfers of securities and property rights by unlawful quitclaim deeds; than a series of malicious prosecutions and commercial defamations intended to damage

and destroy the Plaintiffs' real and personal property rights, interstate trade, professional reputations, and businesses in Hawaii and the mainland.

89. Defendants have also deprived Plaintiffs' federal constitutional and/or statutory rights by committing a series of forgeries, false filings with the State, a fraudulent incorporation of a sham "church," fraudulent transfers of Mortgage and Promissory Note by fraudulent Assignments, slandering title to Plaintiffs' Hawaii Property, to deprive Plaintiffs of their civil rights and property interests, and to deprive the Plaintiffs of their free and rightful use and enjoyment of their Hawaii commercial Property.

90. Defendants acted under the color of State law to deprive Plaintiffs of their federal rights, property rights, and personal investments, when Defendants fraudulently foreclosed non-judicially under purportedly HRS § 667-5, violating in the process 15 USC § 1692f(1); and subsequently, harassed, extorted, persecuted, and maliciously prosecuted the Plaintiffs after slandering their Property title, by and through actions intended to eject Plaintiffs from their Property.

91. Defendants refused to, and failed to, provide Plaintiffs with their Release of Mortgage, clear title, and free use and enjoyment of their Property, after Plaintiffs paid all the money due and owing on a legally voidable and void original Mortgage.

92. As a direct and proximate result of Defendants violation of 42 U.S.C. § 1983, Plaintiffs have sustained financial damages from: (a) lost personal investments and

Property payments; (b) maintenance fees; (c) 24/7/365 security costs; (d) cessation of interstate tourist trade; (e) lost prospective business advantage from restricted use of the commercial Property; (f) lost prospective business advantage from Plaintiffs being deprived of customers and sales from unfair and deceptive trade practices and commercial defamations damaging and destroying three of the Plaintiffs' mainland companies; (g) lost prospective business advantage from Plaintiffs being deprived of their time and rightful careers in health science and journalism serving their mainland business; (h) relocation costs from California to Hawaii; and severe chronic emotional distress proximal to the Plaintiffs' medical illnesses and costs.

## **COUNT II**

### **VIOLATION OF 42 U.S.C. § 1981(a)(b)(c): Equal Rights Under the Law**

93. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

94. Plaintiffs, as a Judeo-Christian minority, have been deprived of their equal rights under the law, by reason of: a) Defendants SULLA and HESTER having conspired with Defendant OTT and others, to defame the Plaintiffs as Jews, and commercially libel Plaintiffs businesses online and on the Big Island.



95. Defendant SULLA's and HESTER's two competing religious corporations were formed under false pretenses to defraud the State, the courts, and the Plaintiffs, to administered specified unlawful activities, and to compete unfairly against Plaintiffs' Royal ministry and related companies, causing the insolvency and dissolution of Royal and three of the Plaintiffs' mainland businesses.

96. Plaintiffs have not received equal rights under the law, and although this is not a traditional 42 U.S.C. § 1981 claim, the Defendants' actions violate the clear language in 42 U.S.C. § 1981(a)(b)(c), including the "statement of equal rights" therein for which this claim is brought.

97. Defendants abused their religious corporations to deprive Plaintiffs of their rights; especially Plaintiffs' right to enforce their Mortgage contract and obtain a Release of Mortgage; depriving Plaintiffs of their right to "performance, modification, and termination" of said contract, "and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship" agreed to by Defendants' virtual representative, Cecil Loran Lee, the original Mortgagee.

98. SULLA and HESTER deprived Plaintiffs under color of law HRS 667-5, by fraudulently foreclosing on Plaintiffs Mortgage, and then at least four times over five years deprived Plaintiffs rights to due process in adjudicating their compulsory counterclaims, required under FRCP Rule 13(1)(A)(B), by causing courts to repeatedly

block and/or strike Plaintiffs' compulsory counterclaims. Defendants, through fraud and "unfair play," prohibited Plaintiffs' standing to sue, be parties, and give evidence, to the full and equal benefit of federal and State laws and proceedings.

99. By these violations of 42 U.S.C. § 1981 *et seq.* over five years, Defendants have prohibited Plaintiffs from enforcing and terminating the terms of HOROWITZ/Royal's Mortgage contract in law and equity, and to exercise the full and equal benefit of laws by which Plaintiffs have sought to be made whole and bring closure to these matters of deprived rights and real Property interests.

100. As a direct and proximate result of Defendants' violations of 42 U.S.C. § 1981, Plaintiffs have sustained injuries and damages (as aforementioned).

### **COUNT III**

#### **VIOLATION OF 15 U.S.C. §§ 1692(e)(2)(A)(4)(6)(A)(7)(8)(9)(10)(14) and 1692f(1): False and misleading representations in debt collection, and unfair practices.**

101. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

102. Plaintiff HOROWITZ is a "consumer," co-signer on the Note, and personal guarantor of the Note tied to the subject Mortgage and Property. As a consumer,

HOROWITZ was a personal investor in the subject Property with his family and Royal ministry; and the debt at issue is a “consumer debt” under 15 U.S.C. § 1692a(5).

103. SULLA acted as a self-proclaimed “debt collector” to defraud HOROWITZ et. al., into making payments not due and owing; and abused the U.S. Postal Service and e-mail services to do so, knowingly making false and misleading representations as a means to collect both false debt and contested debt, as follows:

(a) Defendants SULLA and HESTER falsely represented the character, amount, and legal status of the Defendants’ Mortgage debt in violation of **15 U.S.C. § 1692(e)(2)(A)**;

(b) Defendants represented and implied that nonpayment of consumer debt falsely charged against the Plaintiffs would result in the sale of Plaintiffs real Property; and Defendants conducted that “Power of Sale” by false and illegal means in violation of **15 U.S.C. § 1692(e)(4)**

(c) Defendants falsely represented, implied, and intended that their non-judicial foreclosure sale, and transfer of interest in the purported debt, shall cause the Plaintiffs to lose any and all claims and defenses to payment of the debt, in violation of **15 U.S.C. § 1692(e)(6)(A)**.

(d) Defendants falsely represented that the Plaintiffs were “squatters” and “trespassers” on their own Property, in order to disgrace and prejudice the consumers in violation of **15 U.S.C. § 1692(e)(7)**;

(e) Defendants failed to communicate to State officials in their false filing of the “Mortgagee’s Affidavit of Foreclosure Under Power of Sale,” that a disputed debt was, and is, disputed in violation of **15 U.S.C. § 1692(e)(8)**;

(f) Defendants used and distributed forged and fraudulent incorporation papers which simulated legitimacy and falsely represented to be a document authorized, issued, and approved by officials of the State of Hawaii, Department of Commerce and Consumer Affairs, and which created a false impression as to its source, authorization, or approval by Defendants virtual representative, Cecil Loran Lee, in violation of **15 U.S.C. § 1692(e)(9)**;

(g) Defendants used the name of aforementioned fraudulent and illegal incorporation to “front” for the true name of the debt collector’s business, company, or organization” controlled by Defendant SULLA, in violation of **15 U.S.C. § 1692(e)(14)**;

(h) Defendants used unfair and unconscionable means to collect, or attempt to collect, debt in amounts not expressly authorized by the agreement creating the debt or permitted by law, in violation of **15 U.S.C. § 1692f - (1)**.

104. As a direct and proximate result of SULLA’s and HESTER’s aforementioned violations of the Fair Debt Collection Practices Act, Plaintiffs have sustained injuries and damages, as aforementioned.

## COUNT IV

### **VIOLATION OF HRS §§ 480-2 and 480-8: Unfair and deceptive trade**

105. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

106. Defendant SULLA committed unfair methods of competition against the Plaintiffs, especially damaging to consumer/Plaintiff HOROWITZ, satisfying the three required elements of a 480-13(b)(1) claim, pursuant to *Davis v. Wholesale Motors, Inc.*, 86 Haw. 405, 417 (Ct. App. 1997)(citing *Ai*, 61 Haw. At 617, and *Cieri v. Leticia Query Realty, Inc.*, 80 Haw. 54, 61-62 (1995)).

107. Defendant SULLA committed unfair and deceptive acts that were/are unlawful, in violation of § 480-2, in the conduct of competing interests in health tourism, and/or in the consumer health products trade, and related natural health and ecological agricultural services on the Big Island of Hawaii.

108. Defendant SULLA acted in violation of § 480-8(a), as a director, officer, partner, or trustee in three firms, partnerships, trusts, associations, or corporations (or any combination thereof) engaged in whole or in part in health commerce, health tourism, health products, and health services in East Hawaii, namely: (1) THE ECLECTIC CENTER OF UNIVERSAL FLOWING LIGHT-PAULO ROBERTOSILVA E SOUZA; (2) HAWAIIAN SANCTUARY, INC; and (3) THE OFFICE OF OVERSEER,

A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS; with the latter two associated entities *neighboring, and/or directly competing commercially* with Plaintiffs' health businesses, and health services initially rendered on the subject Property, and for which HOROWITZ purchased the Property.

109. Defendant SULLA's aforementioned actions—defrauding, maliciously prosecuting, and defaming the Plaintiffs and their businesses to gain a competitive edge, deprived the Plaintiffs of their legal rights, businesses, money, and properties, and caused direct and proximate damages to the Plaintiffs.

110. Damages to the Plaintiffs under this claim against Defendants' unfair methods of competition, and commission of unfair and deceptive acts, will be proven at trial.

## **COUNT V**

### **VIOLATION OF TITLE 18 U.S.C. § 241: Conspiracy against rights**

111. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

112. Defendants SULLA and HESTER conspired to injure, oppress, threaten, and intimidate the Plaintiffs in the State of Hawaii, and on the Internet, in the free exercise

and enjoyment of Plaintiffs' right to enjoy and operate the subject Property in commerce, in violation of 18 U.S.C. § 241.

113. Defendants' conspiracy satisfies the two elements of conspiracy under *United States v. Jimenez Recio*, 537 U.S. 270, 274 (2003); and conspirator SULLA is liable for the foreseeable crime of video voyeurism, commercial defamation, trademark disparagement, and industrial property tarnishment, produced, distributed, and/or advertised by his fellow conspirator, OTT, aiding-and-abetting complicit cyber-bullies whose torts and crimes committed on the internet, were foreseeable by the conspirators in furtherance of their common plot to defame and deprive the Defendants of their good reputations, commercial rights, and real, personal, and/or intellectual properties. *Pinkerton v. United States*, 328 U.S. 640, 647 (1946). Moreover, statements by one conspirator, OTT and complicit third parties, are admissible evidence against all. F.R. Evid. 801(d)(2)(E).

114. As a direct and proximate result of Defendants' conspiracy to defame and damage the Plaintiffs, and deprive them of their rights and commercial interests, Plaintiffs have sustained injuries and damages as aforementioned for which Defendants SULLA, OTT, and HESTER are comparatively liable.

## COUNT VI

### **VIOLATION OF 18 U.S.C. § 242: Deprivation of Rights Under Color of Law**

115. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

116. Defendant SULLA violated 18 U.S.C. § 242 by willfully and knowingly subjecting the Plaintiffs to wrongful and unlawful foreclosure under color of Hawaii laws HRS §§ 667-5 thru 667-10 with co-conspirator HESTER; and thus deprived Plaintiffs rights and privileges secured by the Constitution and laws of the United States.

117. Defendant SULLA violated 18 U.S.C. § 242, under color of his debt collection exemption provided by HRS § 443B; and under color of his license to practice law granted him by Rule 1.6 the Rules of the Supreme Court of Hawaii, as SULLA did willfully and knowingly subject the Plaintiffs to illegal, unethical, and unconscionable consumer debt collection practices by manufacturing and/or administering illegal documents, including securities instruments, that were fraudulent, and schemed and certified by SULLA to generate and collect “false debt,” thereby damaging the Plaintiffs.

118. Defendant SULLA, under color of the aforementioned laws and license, did also violated 18 U.S.C. § 242 by willfully and knowingly administering fraudulent and forged incorporation papers by filing them with the State DCCA, to carry out a



fraudulent debt collection and/or property theft scheme that defrauded and damaged the Plaintiffs.

119. As a direct and proximate result of Defendant SULLA knowingly acting under color of law to collect false debt, and deprive Plaintiffs rights and properties, Plaintiffs have sustained injuries and damages as aforementioned.

## **COUNT VII**

### **VIOLATION OF TITLE 18 U.S.C. § 1341: Mail fraud, scheme, and swindle**

120. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

121. Defendants SULLA and HESTER violated 18 U.S.C. § 1341 by devising a scheme to defraud the Defendants, the State, and the courts, to obtain money and/or property not rightfully theirs to receive and/or own; and used the U.S. Postal Service to execute their scheme involving specific fraudulent acts, including:

(a) On-or-about May 28, 2009, SULLA issued, certified, and/or filed with the State DCCA fraudulently manufactured and forged paperwork used to incorporate the sham GOB “church” to sell, dispose of, exchange, alter, or give away, spurious obligations and/or securities in the form of : (1) one Assignment of Mortgage; and (2) two Assignments of Promissory Notes; and by these fraudulent transfers of securities,

SULLA purportedly generated \$375,000.00 of false or “unlawful debt” used to extort HOROWITZ to make payments he did not owe. (These acts also violated, and are actionable under 18 U.S.C. § 514(a));

(b) On November 6, 2009; March 19, 2010; and March 27, 2012, SULLA mailed Notices of Default and/or Demands to make payments not owed, using the U.S. Postal Service; and

(c) And On June 10, 2011, SULLA did fraudulently conceal himself as a real party in interest, and as HESTER’s Mortgagee, and instructed HESTER to file Civ. No. 3RC-11-1-662, purportedly “pro se,” and to mail HOROWITZ and others Ejectment Notices using the U.S. Postal Service, to justify SULLA’s scheme under color of law, to terrorize the Plaintiffs into vacating their Property, or otherwise lose their Property and their rights under color of law.

122. As a direct and proximate result of Defendants’ frauds, swindles, and abuse of the U.S. Postal Service to commit real property theft, Plaintiffs have sustained injuries and damages as aforementioned.

## **COUNT VIII**

### **VIOLATION OF TITLE 18 U.S.C. § 1343: Wire Fraud**

123. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

124. Defendant SULLA violated 18 U.S.C. § 1343 by devising a scheme to defraud Defendant HOROWITZ to obtain money and/or property by means of false or fraudulent pretenses and/or representations, transmitted by means of e-mails over the Internet.

125. SULLA committed the above crime with the intent to defraud HOROWITZ using a series of e-mails between December 28, 2009 and January 26, 2010, and coerce HOROWITZ under color of law, and the threat of non-judicial foreclosure, to pay “false debt” that SULLA knowingly manufactured, and/or certified using false and forged documents, that SULLA knew, or should have known, were false, forged and illegal.

126. It was reasonably foreseeable that SULLA would use the Internet to communicate with HOROWITZ and his attorney, and HOROWITZ responded timely to each correspondence, providing SULLA with multiple inquiry notices regarding the fraud and crime evidenced by the paperwork SULLA filed with the State and the courts.

127. On January 11, 2010, HOROWITZ was instructed by his attorney, John S. Carroll, not to correspond further with SULLA due to the outrageous, unconscionable, and extortionate statements SULLA made in his e-mails, including that HOROWITZ had:

- a) falsely reported check payments and wire transfers to pay off the Mortgage;
- b) conspired with third party Philip Maise to defraud SULLA;

c) forged Lee's signatures on securities instruments when, if fact, this is precisely what SULLA and/or his accomplices did to commit these crimes in Hawaii between May 26 and May 28, 2009, when Lee was dying in Arizona; and

d) better pay SULLA's extortion of \$200,000.00 plus interest, or HOROWITZ would lose the property in a non-judicial foreclosure, and still owe \$25,000.00 plus interest on a second completely void note.

128. As a direct result of SULLA's wire fraud, Plaintiffs suffered severe emotional distress, and damage to his family and businesses, contributing to the injuries and damages as aforementioned.

## **COUNT IX**

### **VIOLATION OF TITLE 18 U.S.C. § 1342: Fictitious name and address used in commerce to defraud and swindle Plaintiffs and third parties**

129. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

130. Defendant SULLA violated 18 U.S.C. § 1342 by conducting, promoting, or carrying on by means of the Postal Service, the aforementioned scheme, fraud and swindle, and other unlawful business, to gain Plaintiffs' money and/or Property, by assuming a fictitious, false, and/or assumed title, name, and address, of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR

THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS; falsely purported to be conducting business at the false and illegal address of 13-811 Malama Street, Pahoa, HI 96778; and in other than his own proper name, PAUL J. SULLA, JR., or even HESTER's name, and took or received from the U.S. Postal Service mail matter addressed to a fictitious, false, and assumed title, name, and/or address, or name other than his own proper name.

131. As a direct and proximate result of Defendants' use of fictitious name and address, Plaintiffs have sustained injuries and damages, as aforementioned.

### **COUNTERCLAIM X**

#### **LEGAL MALPRACTICE [Haw. Rev. Stat. § 657(1);**

*Kahala Royal Corporation v. Goodsill, Anderson, Quinn & Stifel, et. al.* Supreme Court of Hawaii, Appeal No. 26669 & 26670 , Jan. 11, 2007]

130. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

132. Plaintiffs claim attorney SULLA committed multiple malpractices and repeatedly breached standards of care and rules of professional conduct while acting fraudulently and criminally as detailed above.

133. The four elements of legal malpractice in Hawaii apply to this case as follows:

1) SULLA had a *duty* to follow State and federal laws, and ethical rules of professional conduct;

2) SULLA *breached* his duty (as detailed above);

3) Plaintiffs suffered *injuries* as a result; and

4) SULLA's breach of duty was the *cause* of Plaintiffs' damages, in that:

(a) SULLA's malicious prosecutions and stated torts and crimes deprived Plaintiffs of their time, money, title to their Property, commerce, work output, prospective business advantage, and caused severe emotion distress; and

(b) Plaintiffs, acting reasonably, would not have engaged in continuous litigations were it not for SULLA's malpractices and extortionate abuse of the courts. (*Leyson v. Steuermann*. 705 P.2d 37, 1985.

134. SULLA's legal malpractice is barred from the "absolute litigation privilege" due to fraud and crime. (*Kahala Royal Corporation v. Goodsill, Anderson, Quinn & Stifel, et. al.* Supreme Court of Hawaii, Appeal No. 26669 & 26670, Jan. 11, 2007)

135. As a direct and proximate result of Defendant SULLA's legal malpractices, Plaintiffs have sustained injuries and damages as aforementioned.

## **COUNT XI: Claim to Set Aside Fraudulent Transfer of Property Title**

[HRCF Rule 18(b); HRS §651C Uniform Fraudulent Transfer Act]

136. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

137. Defendant SULLA violated HRS § 651C by fraudulently transferring HOROWITZ/Royal's Mortgage and Promissory Note(s) to a sham incorporation to generate \$375,000.00 of false debt that SULLA and HESTER demanded HOROWITZ pay; and when HOROWITZ refused, SULLA circumvented judicial processes ongoing at that time in two courts to conduct a non-judicial foreclosure (on the void Mortgage), and subsequently converted Plaintiffs' free and clear title to HESTER through another series of illegal deed transfers.

138. As a direct and proximate result of SULLA's fraudulent transfers, Plaintiffs have sustained injuries and damages as aforementioned; and request that the honorable Court set aside the conveyance fraudulent as to the Plaintiffs, pursuant to the civil remedy in HRS 651C-7(a)(3)(A) prescribing injunctive relief and rescission.

### **COUNT XII: Conversion of Real Property**

[*FREDDY NOBRIGA ENTERPRISES v. STATE, DHHL*, 295 P. 3d 993 –  
Haw: Intermediate Court of Appeals 2013]

139. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

140. Conversion encompasses the following acts: "(1) A taking from the owner without his consent; (2) an unwarranted assumption of ownership; (3) an illegal use or abuse of the chattel; and (4) a wrongful detention after demand." [\*Tsuru v. Bayer\*, 25 Haw. 693, 696 \(1920\)](#).

141. The evidence presented herein establishes a *prima facie* case that SULLA committed all four elements by: (1) taking from owner HOROWITZ/Royal the Mortgage, Notes, and Warranty Deed without HOROWITZ's knowledge or consent, and altering and transferring the contract and Notes into a sham "church" to give HESTER (2) "an unwarranted assumption of ownership" by slandered title (3) subsequently used the convert the Property further, by the Property's use as security on a \$50,000.00 Mortgage "loan" issued by SULLA to HESTER on June 9, 2011; resulting in (4) the wrongful detaining of the Property's usage and free and clear ownership, damaging the Plaintiffs.

142. SULLA claims his actions were lawful, or believed to be lawful. However, conversion does not require wrongful intent. 18A Am.Jur.2d *Conversion* § 3 (2010); [\*Federal Ins. Co. v. Fries\*, 78 Misc.2d 805, 355 N.Y.S.2d 741, 744 \(N.Y.City Civ.Ct.1974\)](#). "[T]he defendant's knowledge, intent, motive, mistake, and good faith are generally irrelevant." [\*Morissette v. United States\*, 342 U.S. 246, 253, 72 S.Ct. 240, 96 L.Ed. 288 \(1952\)](#). "So long as he [or she] intends to deal with the property in a way which is in fact inconsistent with the plaintiff's right, he [or she] is a converter." [\*Fries\*](#),



[355 N.Y.S.2d at 744](#). Thus, SULLA's mistaken belief and anticipated fraudulent defenses are irrelevant.

143. As a direct and proximate result of Defendants trespass to chattels, Plaintiffs have sustained injuries and damages as aforementioned.

### **COUNT XIII: Trespass to Chattels**

[Restatement (Second) of Torts § 256]

144. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

145. Plaintiffs aforementioned acts satisfy the basic elements of a claim of trespass to chattels: 1) the lack of Plaintiff's consent to the trespass, 2) interference or intermeddling with possessory interest, and 3) the intentionality of the defendants' actions. Actual damage is not necessarily a required element of a trespass to chattels claim, but is extreme in this case. (Restatement (Second) of Torts § 256)

146. SULLA's scheme to commit the trespass featured HESTER's complicity in the aforementioned series of "fraudulent transfers" of the void Mortgage and Notes that SULLA assigned into their sham "church" corporation. The Defendants then claimed the "church" was the "Mortgagee" bringing the fraudulent and unlawful NJF on April 20, 2010, by "mock auction;" knowingly and maliciously intended by SULLA to slander the

Property title, to claim “HESTER’s ownership” as leverage to extort HOROWITZ to pay money he did not owe, or relinquish the Property.

147. As a direct and proximate result of Defendants trespass to chattels, Plaintiffs have sustained injuries and damages as aforementioned.

#### **COUNT XIV: Defamation and/or Commercial Disparagement**

HRS § 663-1 (2015) and Lanham Act, 15 U.S.C. § 1125(a) 43(a)(1)(B)

148. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

149. The elements of a cause of action for libel and defamation under Hawaii law are:

(1) a false and defamatory statement concerning another—as when SULLA published on the Internet that the Plaintiffs are “squatters” and “trespassers” on their own Property; when SULLA published documents slandering Plaintiffs Property title; and when SULLA advertised and promoted with his blog OTT’s commercial libel smearing HOROWITZ’s industrial and intellectual properties, businesses, and products, and falsely stating “Horowitz is quite simply a Khazarian (Ashkenzi) Jew who labors under the strong mental delusion that he is the literal physical embodiment of the prophesied “Holy Angel of Philadelphia” . . . and that he alone represents the “Royal Bloodline of David” aka the descendants of the biblical Levi.”

(2) SULLA and/or OTT published these unprivileged, false, and outrageous statements on the Internet;

(3) SULLA's and OTT's fault in publishing these falsehoods amounted to more than negligence, since both men knew what they were doing and publishing was false, malicious, and defamatory, and that their acts would result in commercial defamation and trade disparagement, to gain them unfair commercial advantage, and illegally restrain Plaintiff's interstate trade and health products businesses, benefitting SULLA's and OTT's businesses and complicit third parties' related enterprises in Hawaii and on the mainland, and

(4) SULLA's and OTT's defamations are actionable, irrespective of the fact that their fraudulent statements in publications caused special harm to the Plaintiffs. *Gold v. Harrison*, 88 Hawaii 94, 100, 962 P.2d 353, 359 (1998);

150. As a direct and proximate result of Defendants' defamatory publications, Plaintiffs have sustained injuries and damages as aforementioned, especially severe mental and emotional distress that has seriously damaged Plaintiff KANE's health.

**COUNT XV:**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED)**  
**[Haw. Rev. Stat. § 663-1 (2015)]**

151. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

152. Defendants actions fulfill the elements of an IIED claim in Hawaii:

(1) Defendants acted recklessly, causing harm to Plaintiffs intentionally, and quite obviously when SULLA and/or OTT:

a) purposely evaded Plaintiffs' notices to perform a final accounting requested by Lee's judgment creditors, as well as the required mortgage release following HOROWITZ/Royal's payment in full of the (void) Mortgage/Note by Feb. 27, 2009;

b) fraudulently transferred the Mortgage and Promissory Notes into a sham "church;"

c) neglected KANE's warning that the Defendants' NJF was unconscionable and illegal;

d) directed HESTER to mail terrorizing ejectment notices and file malicious prosecutions for Plaintiff's ejectment in Civ. No. 3RC-11-1-662 and 3RC 14-1-466;

e) defamed the Plaintiffs in their community, and on the Internet using anti-Semitic libel, trademark disparagement, and intellectual property misrepresentations to damage the Plaintiffs' businesses and professional reputations;

f) distressed KANE to the point of suffering two heart attacks, and similarly HOROWITZ to developing ulcers. *Marshall v. University of Hawaii*, 9 Haw. App. 21, 38, 821 P.2d 937, 947, (1991).

(2) Defendants actions were criminal and outrageous;

(3) Defendants should have realized that these action were likely to cause Plaintiffs to become ill, which they did do.

153. As a direct and proximate result of Defendants' IIED, Plaintiffs have sustained injuries and damages as aforementioned.

#### **COUNT XVI: WRONGFUL FORECLOSURE**

**[Haw. Rev. Stat. §§ 663-1 and 657-1(4)]; Rule 10b-5, Rules and Regulations of the Exchange Act, 17 C.F.R. § 240.10b-5 (1990).**

**Nakamoto v. Hartley, 758 F. Supp. 1357 (D. Haw. 1991)**

154. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

155. The elements of wrongful foreclosure<sup>1</sup> include: (1): “the trustee or mortgagee caused an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a

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<sup>1</sup> Plaintiffs claim Wrongful Foreclosure under Haw. Rev. Stat. § 663-1 and Rule 10b-5 of the Rules and Regulations of the Exchange Act, 17 C.F.R. § 240.10b-5 (1990), that carries a six-year statute of limitation provided in H.R.S. § 657-1(4) governs actions brought pursuant to Rule 10b-5. (*Cunha v. Ward Foods, Inc.*, 501 F.Supp. 830, 837 (D.Haw.1980)); and whereas this time began to toll on September 12, 2013,

power of sale in a mortgage or deed of trust; (2) the party attacking the sale was prejudiced or harmed; and (3) in cases where the trustor or mortgagor challenges the sale, the trustor or mortgagor tendered the amount of the secured indebtedness or was excused from tendering.” *Lona v. Citibank, N.A.*, 202 Cal. App. 4th 89, 104 (Cal. Ct. App. 2011) (citing *Bank of Am. Nat. Trust & Sav. Ass’n v. Reidy*, 15 Cal. 2d 243, 248 (Cal. 1940)).

156. In this instant case:

(1) Defendant SULLA caused an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a power of sale in HOROWITZ/Royal’s Mortgage. The illegal NJF commenced on April 10, 2010, by reason of fraudulent Assignments of the Mortgage and Notes issued May 15, 2009, into a not-yet-existing “church” incorporated nearly two weeks later.

(2) HOROWITZ/Royal was prejudiced and harmed by SULLA, who knowingly and maliciously neglected:

a) HOROWITZ/Royal’s timely payments of more than the purchase price in the Property;

b) HOROWITZ/Royal’s payments were made in full, terminating the (voidable and void) debt by February 27, 2009;

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with the Ibarra Court’s issuance of the Third Amended Final Judgment in said judicial foreclosure case. (See also: *Nakamoto v. Hartley*, 758 F. Supp. 1357 (D. Haw. 1991))

c) HOROWITZ/Royal's payments more than satisfied the Mortgage and Notes, since all the contracted debt was voidable and made void by Lee's fraud in the sale of the Property, pursuant to a road remnant dispute;

d) HOROWITZ/Royal's payments more than satisfied the Mortgage and Notes, since all the contracted debt was voidable and made void by Lee's fraudulent Warranty that the Property came "free and clear of encumbrances," which it did not;

e) HOROWITZ's recorded, easily provable, payments, that SULLA has consistently denied HOROWITZ paid; and even if HOROWITZ had not paid the full amount of the debt as he surely did by Feb. 27, 2009, his actions were excusable as a victim damaged by the Defendants' organized crimes and foreclosure fraud—circumstances voiding any and all Mortgage debt;

f) SULLA also neglected five (5) judgment creditors (from three previous cases) when SULLA committed the fraudulent transfers of the original Mortgage and Note(s), and then claimed these creditors (who held more than \$425,000.00 of interests in those securities) were moot in-so-far-as the claimed debt; and besides that, SULLA neglected:

g) the Ibarra Court's FORECLOSURE DENIED ruling in Civ. No. 05-1-0196;

h) the contested jury award under Appeal in No. 29841;

i) Seller Lee's *false warranting* that no other parties held any interest in the Note(s) and Mortgage; and finally,

j) SULLA had no legal authority to act as Lee's intestate "personal representative" to conduct any of the aforementioned torts and crimes purportedly justifying his wrongful foreclosure.

(3) HOROWITZ/Royal, after tendering the amount of the claimed indebtedness, challenged the sale and SULLA's actions as criminal.

157. Accordingly, HOROWITZ/Royal tendered, or was excused from tendering, payments claimed due by SULLA and/or HESTER for the aforementioned reasons and more.

158. It should also be noted that HOROWITZ/Royal had established substantial equity recognized by the Ibarra Court in 2008 to be sufficient to deny foreclosure

159. Moreover, the Ibarra Court's noticed all parties on January 9, 2009, that it lacked any further "jurisdiction in this matter to grant . . . relief because Final Judgment was entered in this matter on July 31, 2008." (See also rulings in The U.S. District Court Northern District California in *Tamburri v. Suntrust Mortgage, Inc. et al.*, Case No. 11-cv-02899-JST Filed 8/26/13, in evaluating the equitable cause of action for wrongful foreclosure asserted here.)

160. As a direct and proximate result of SULLA's wrongful foreclosure, that SULLA committed after evading HOROWITZ's notices to make a final accounting, and then illegally administered after evading HOROWITZ's subsequent notices to Release the



Mortgage after HOROWITZ made all required final payments on February 27, 2009, SULLA breached the (already void) Mortgage Contract, which is an action in the nature of assumpsit, for which:

a) rescission of the Property title is requested pursuant to HRS 480-2; and

b) attorneys fees and costs are requested, pursuant to [Blair, 96 Hawai`i at 332, 31 P.3d at 189](#) (quoting [Leslie v. Estate of Tavares, 93 Hawai`i 1, 5, 994 P.2d 1047, 1051 \(2000\)](#)); and HRS § 667-33(c).

161. Quoting on point §480-13, “Although a damage claim under this section based on violations of §480-2 may only be asserted against the wrongdoer [as done above], a rescission claim under chapter 480 can stand against subsequent assignees [i.e., in this case HESTER] if the contract is void [which it is]; where plaintiff had alleged that defendant mortgage broker [SULLA] assigned or sold loans to other defendants [both of which SULLA did], plaintiff could seek rescission against other defendants [HESTER] if mortgage broker [SULLA] violated chapter 480 and the loans [in this case the loan from SULLA to HESTER dated June 9, 2011, accompanying SULLA’s quitclaim deed issued to HESTER slandering the Property title] were void; . . . .” 861 F. Supp. 2d 1153 (2012).

## **COUNT XVII: CIVIL RICO**

### **18 U.S.C. § 1964**

162. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

163. Plaintiffs are prepared to prove the Defendants violated all the elements of a **RICO** claim based upon 18 U.S.C. § 1962(c) (1994), including: "(1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity." [\*Sedima, S.P.R.L. v. Imrex Co.\*, 473 U.S. 479, 496, 105 S.Ct. 3275, 87 L.Ed.2d 346 \(1985\)](#).

164. The aforementioned facts and Defendants acts evidence a pattern of Defendant SULLA's "racketeering activity," as defined in 18 U.S.C. § 1961(1)(A) and (B), including: (1) extortion of HOROWITZ to pay "unlawful debt;" (2) dealing in the controlled substance DMT; (3) mail fraud; (4) wire fraud; (5) interference with Plaintiffs' commerce; (6) laundering of monetary instruments (i.e., Plaintiffs' Mortgage and Notes); (7) engaging Plaintiffs and HESTER in monetary transactions in property derived from specified unlawful activity; (8) felonious manufacture and concealment of the controlled substance DMT.

165. As a direct and proximate result of Defendants' racketeering activity, Plaintiffs have sustained injuries and damages as aforementioned.

### **COUNT XVIII: FRAUD AND/OR MISREPRESENTATION**

HRS § 485-25(a)(3)

166. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

167. The elements of fraud in Hawaii include: “(1) false representations made by the defendant; (2) with knowledge of their falsity (or without knowledge of their truth or falsity); (3) in contemplation of plaintiff’s reliance upon them; and (4) plaintiff’s detrimental reliance. See *Hawaii’s Thousand Friends v. Anderson*, 70 Haw. 276, 286, 768 P.2d 1293, 1301 (1989).

168. Pursuant to Defendants’ violations of HRS § 485-25(a)(3), SULLA and HESTER engaged in a series of acts, practices, and course of business that operated as a fraud upon the State, the courts, and the Plaintiffs, to effect real Property theft, as SULLA and HESTER falsely represented that: a) HOROWITZ/Royal had defaulted on the Mortgage; b) HESTER was Lee’s “nephew;” c) HESTER’s “church” and “business office” was at RITKE’s house; d) the GOB “church” was legitimately owed \$375,000.00 by HOROWITZ/Royal; e) SULLA’s Assignments of the Notes and Mortgage (i.e., securities) were valid; f) SULLA’s Notice of, and conduct of, Mortgagee’s Power of Sale by auction was valid under HRS § 667-5 thru 667-10 ; g) HESTER bought the Property legally at the NJF auction; h) SULLA was legally authorized by his attorney’s license to conduct the auction; i) SULLA was legally authorized by his attorney’s license to collect “unlawful debt;” j) HESTER became the legal “owner” of the Property

after the NJF; k) Lee was not bankrupt or insolvent when he, purportedly, contracted with SULLA to represent Lee; and l) Lee acted in good faith when he Assigned the Mortgage and Notes, purportedly for religious reasons, to evade five judgment creditors, and leave the Property and massive litigation expenses and distress to 33 year-old HESTER, purportedly, because he is a “good person” and “deserves a good start.”

169. All of the above false representations SULLA made with knowledge of their falsity (or without knowledge of their truth or falsity); SULLA made these false representations in contemplation that the State, the courts, and Plaintiffs would rely upon them; and the Plaintiffs were forced to rely upon the aforementioned misrepresentations, compelled by SULLA’s filing of them in a series of legal filings with the State and the courts to the Plaintiffs’ detriment.

170. Accordingly, Defendants’ acts have exceeded the bar to establish a § 485-25(a)(3) violation.

171. As a result of the aforementioned pattern of SULLA and HESTER’s fraud and/or misrepresentation, Plaintiffs were damaged financially and pray for treble damages regularly awarded for fraud pled with particularity.

172. Plaintiffs also suffered severe long-term emotional distress, and much irreparable harm, thus seek special damages for IIED.

## **COUNT XIX Fictitious obligations**

[Title 18 USC § 514(a)]

173. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

174. Defendant SULLA, with the intent to defraud the Plaintiffs: printed, processed, produced, published, and otherwise transmitted by mail or electronic communications, false and fictitious instruments, and documents certifying Lee's, HESTER's, and the GOB organization's interest in the Plaintiffs' tangible or intangible property that SULLA/HESTER, acting on behalf of the organization, Assigned to the organization, and later from the organization to HESTER, in efforts to convert the Plaintiffs' properties, effectively depriving the Plaintiffs' civil rights and right to commercialize their Property as intended.

175. As a result of the aforementioned manufacturing of fictitious obligations, SULLA, with HESTER's complicity, damaged the Plaintiffs financially, and severely distressed them mentally and emotional, effecting a class-B felony in violation of Title 18 USC § 514(a), for which the Plaintiffs seek punitive damages.

**COUNT XX: Slander of title to TMK (3) 1-3-001: 049 & 043**

*(ISOBE v. SAKATANI 808 LLC, Haw. ICA, No. 28939, May 31, 2012.)*

176. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

177. The elements of the Slander of Title claim include: (1) ownership of, or interest in, the property by the plaintiff, in this case HOROWITZ/Royal, by Warranty Deed from Lee; (2) falsity of the words published by SULLA (purportedly “HESTER”) claiming HOROWITZ defaulted on the already void Mortgage; and/or that GOB’s NJF was legally performed under HRS § 667-5 thru 667-10; (3) malice of these Defendants in publishing their false statements to effect extortion and/or real Property theft; (4) publication to some person other than the owner [i.e., HOROWITZ/Royal and KANE], including the State and the courts; (5) publication in disparagement of plaintiff's Property or the title to it, as SULLA recorded with the State as it now appears in the tax records; and (6) special damages proximately resulting from such publication; as has occurred to the Plaintiffs with financial damages exceeding \$6 million and causing irreparable harm. *(ISOBE v. SAKATANI 808 LLC, Haw. ICA, No. 28939, May 31, 2012.)*

178. The Defendants slandering of the Plaintiffs free and clear Property title tort, caused

Plaintiffs to suffer irreparable harm, and severe long-term emotional and mental distress, and compromised their physical health, for which injunctive relief.

179. The Defendants also request rescission of the Property title in favor of the Plaintiffs.

### **THE COURT'S POWER TO GRANT RELIEF**

WHEREFORE, the Plaintiffs request that this Court enter judgment against Defendants providing the following relief:

(1) Permanently enjoin the Defendants from violating the Plaintiffs' civil rights, real property rights, personal property rights, and interstate trade rights;

(2) Enter declaratory judgment that the Defendants' NJF was unlawful, and grant rescission of title in favor of the Plaintiffs;

(3) Award compensatory damages for lost economic advantage caused by forced closure of the Property to tourism and interstate trade from June 15, 2005 to the present;

(4) Reimburse Plaintiffs for the funds they paid to maintain the Property in its 2006 state, when the bulk of improvements had been completed;

(5) Reimburse Plaintiffs for the funds they paid to secure the Property against vandalism 24/7/365 since January 15, 2004;

(6) Reimburse Plaintiffs for the money they paid to Lee and Maise to purchase the Property;

(7) Reimburse funds paid to improve the Property since January 15, 2004;

(8) Reimburse funds lost from damaged mainland businesses and lost prospective business advantage from time required to be taken off of work by the Plaintiffs to respond the Defendants torts and crimes;

(9) Enter judgment and punitive damages in whatever amount, exclusive of costs and interest, that Plaintiffs are found to be entitled;

(10) Enter judgment and statutory damages against the Defendants in favor of the Plaintiffs for each civil statutory law found to have been violated;

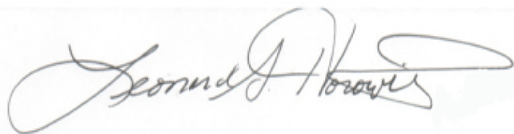
(11) Award the Plaintiffs monetary damages for IIED, or pain and suffering;

(12) Award the Plaintiffs interest, costs and reasonable attorneys fees pursuant to 42 USC 1988, case law in matters of assumpsit, and/or HRS § 667-33(c).

(13) Award the Plaintiffs such additional relief as the Court may deem just, proper, or necessary to redress injury to Plaintiffs; and/or place Plaintiffs in the position that they would have been in had there been no violation of their rights.

Plaintiffs hereby request a trial by jury on all issues raised in this complaint.

DATED: May 19, 2015



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LEONARD G. HOROWITZ, pro se



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SHERRI KANE, pro se



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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII**

LEONARD G. HOROWITZ, an Individual;  
and SHERRI KANE, an Individual

Plaintiffs

v.

PAUL J. SULLA, JR. an individual; PAUL  
J. SULLA JR., ATTORNEY AT LAW A  
LAW CORPORATION, a corporation; THE  
ECLECTIC CENTER OF UNIVERSAL  
FLOWING LIGHT-PAULO  
ROBERTOSILVA E SOUZA, a Hawaii  
corporation sole; JASON HESTER, an  
individual; THE OFFICE OF OVERSEER,  
A CORPORATE SOLE AND ITS  
SUCCESSOR, OVER AND FOR THE  
POPULAR ASSEMBLY OF REVITALIZE,  
A GOSPEL OF BELIEVERS; ALMA C.  
OTT, an individual; MOTHER EARTH  
MINERALS, a Utah online health products  
company, d.b.a., MEMINERALS.com;  
and DOES 1 through 50, Inclusive

Defendants

CIV. NO. 15 \_\_\_\_\_  
[42 U.S.C. § 1983]

**DECLARATION OF LEONARD G.  
HOROWITZ and SHERRI KANE**

**TRIAL BY JURY DEMAND**

## DECLARATION OF LEONARD G. HOROWITZ AND SHERRI KANE

We, the captioned Defendants/Counterclaimants, state as follows:

1. This pleading has been prepared and submitted by us in good faith.
2. We declare under penalty of perjury that the foregoing is true, correct, and materially evidenced.
3. We further declare that the Exhibits attached hereto are true and correct copies of Discovery documents obtained from: a) court records; and b) attorney SULLA's filing with the State of Hawaii Bureau of Conveyances and/or Hawaii Department of Commerce and Consumer Affairs.

Respectfully submitted.

DATED: Pahoa, HI: May 19, 2015

  
LEONARD G. HOROWITZ and/or SHERRI KANE, in Propria Persona

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII**

LEONARD G. HOROWITZ, an Individual;  
and SHERRI KANE, an Individual

Plaintiffs

v.

PAUL J. SULLA, JR. an individual; PAUL  
J. SULLA JR., ATTORNEY AT LAW A  
LAW CORPORATION, a corporation; THE  
ECLECTIC CENTER OF UNIVERSAL  
FLOWING LIGHT-PAULO  
ROBERTOSILVA E SOUZA, a Hawaii  
corporation sole; JASON HESTER, an  
individual; THE OFFICE OF OVERSEER,  
A CORPORATE SOLE AND ITS  
SUCCESSOR, OVER AND FOR THE  
POPULAR ASSEMBLY OF REVITALIZE,  
A GOSPEL OF BELIEVERS; ALMA C.  
OTT, an individual; MOTHER EARTH  
MINERALS, a Utah online health products  
company, d.b.a., MEMINERALS.com;  
and DOES 1 through 50, Inclusive

Defendants

CIV. NO. 15 \_\_\_\_\_  
**[42 U.S.C. § 1983]**

**AFFIDAVIT OF  
LEONARD G. HOROWITZ**

**TRIAL BY JURY DEMAND**

STATE OF HAWAII )  
COUNTY and CITY OF HONOLULU ) SS:  
United States of America )

**I LEONARD G. HOROWITZ** (hereafter “Horowitz,” “me,” “I,” or “my”), being first duly sworn, on oath deposes and says:

1. That I am the affiant herein. This Affidavit is true and correct to the best of my knowledge and belief, and if called upon to defend and evidence the following facts in a court of law, I shall do so competently.

2. I am an Ambassador and Public Minister, certified by apostille from the U.S. Department of Foreign Affairs, Trade and Development Canada—serving the Canadian Priory, Sovereign Order of Orthodox Knights Hospitaller of Saint John of Jerusalem, Russian Grand Priory, and the house of Romanov Protectorate, personally appointed and inducted to serve the World Organization for Natural Medicine, Clinics for Humanity Project, by the honorable Prince Michael Romanov of Russia in 2006. My honorable position requires that I sue and be sued exclusively in an Article III Court, according to Article III, Section 2, of the U.S. Constitution.

3. A am also the Overseer, duly authorized Grand Patriarch, and “body corporate,” of the THE ROYAL BLOODLINE OF DAVID (“RBD”), Washington State non-profit corporation, driven into insolvency and dissolution by the organized crimes of Paul J. Sulla, Jr. detailed in the attached pleading. I had purchased the Property located at 13-3775 Pahoa-Kalapana Road, Pahoa, Hawaii 96778, in 2004, to serve the aforementioned organizations in efforts to promote public health through natural methods of patient care and healing, but have since been deprived of my rights and commercial use of the Property by Mr. Sulla, or his virtual representative, Cecil Loran Lee.

4. Due to the circumstances described in the attached Complaint, I was forced by Mr. Sulla’s criminal actions to relocate from my domicile in California to Hawaii to protect my Property and personal investments, and have since been forced to reside full time on the Property, whereas that was never my intention. The “after residence” has turned into the greatest and gravest burden in my life

due to the vexatious litigations and malicious prosecutions of the “Defendants” named in this Complaint.

5. I have read the foregoing, “**VERIFIED COMPLAINT FOR DEPRIVATION OF RIGHTS AND INJUNCTIVE RELIEF**,” I know and understand the contents, thereof; and I make this declaration praying for the Court’s action(s) to provide urgently needed relief to mitigate damages and irreparable harm to me, my life, personal investments, ministry, family, and community against the vexatious litigations and criminal actions of Hilo attorney Paul J. Sulla, Jr., (hereafter, “Sulla”), a judgment-proof drifter with a criminal record named Jason Hester, and a flagrant anti-Semite, trouble-making cyberbully, and commercial competitor, Alma C. Ott. These men have defamed me in my community, Sulla and Ott have libeled me internationally on the Internet, and Sulla and Hester have worked fraudulently and criminally to deprive me of my legal rights and interstate trade, to steal my real and personal properties; and Sulla conspired with Ott to destroy my reputation as their competitor in local and interstate consumer health commerce—with Sulla competing against me for the ownership of this Property designated TMK(s):

**TMK (3) 1-3-001: 049 and 043;** Address: 13-3775 Pahoia-Kalapana Road, Pahoia, HI 96778

6. I paid, on behalf of my family, ministry, and non-profit commercial alliances, far more than the purchase price of the Property, which was \$550,000.00; and I personally invested in RBD’s cash down payment of \$200,000.00, to the seller, Cecil Loran Lee, who defrauded me from the start as a member of a large organized crime syndicate evidenced by a number of facts and material exhibits attached to the Complaint. Lee agreed to provide seller financing for the \$350,000.00 balance by way of a purchase money Mortgage, secured by a first lien under that Mortgage executed by me as a personal investor, co-signer on the Note, and personal guarantor of payments, on behalf of my family and RBD ministry as the mortgagor. Lee was the mortgagee, and our Mortgage contract was recorded in the Bureau of Conveyances on January 23, 2004, Document No. 2004-01441 (“Mortgage”). This Mortgage is the *source* of RBD’s title to the Property, and RBD was granted a fraudulent Warranty Deed by Lee that claimed that the Property was delivered “free and clear of encumbrances,” when, in fact, it was not.

7. The *nature* of RBD's interest in the Property by virtue of the RBD's deed is a fee simple absolute interest. The *extent* of RBD's interest in the Property, and mine as the "body corporate" for the corporation, personal investor in the Property, and the purchasing consumer, is in and to all of the land described in Exhibit 'A' that is attached to the Mortgage and Deed being 16.55 acres of land described as Item I and an additional 1.32 acres of land described as Item II located in Puna, Island and County of Hawaii.

8. I purchased this Property from the Cecil Loran Lee (hereafter "Lee"), who I did not know was a predicate felon, chronic forger of legal documents, and convicted marijuana trafficker working with a gang of thugs who made money by racketeering in real estate fraud, securities fraud, mail fraud, extortion, theft, and drug-trafficking, and who claimed to be a "client" of legal "counsel" Herbert M. Ritke, and Paul J. Sulla, Jr. These two men have extorted me to pay money I did not owe, and then caused me to suffer irreparable harm and millions of dollars in financial damages by their criminal actions with and through Lee and Plaintiff HESTER, who acts as Sulla's shill, or "straw man."

9. The irreparable suffering these men have caused me by their criminal actions have resulted from their series of fraudulent transfers of the Mortgage and Notes. I also agreed to purchase the Property from Lee, "free and clear of encumbrances." At the time of the sale, I had no knowledge of the fact that Lee had been arrested, and had the Property encumbered under a federal lien for trafficking 330 marijuana plants through the Property. I learned this fact on March 18, 2015, from my fiancé, Sherri Kane, who searched the Internet (in defense against a pending Motion for Summary Judgment that Sulla and HESTER brought against us). My fiancé, Sherri Kane, discovered that I became a good faith buyer of a fraudulent transfer by Lee, on-or-about June 10, 2013, when I accepted Lee's representations to me that he could sell the Property "free from encumbrances and liens." I did not know he was lying. I had no knowledge of men he had sold the Property to before me. I had no knowledge of the fact that the buyer before me, Philip Maise, had sued Lee for fraud in the sale of the same Property, and had filed to block the sale of the Property to anyone. I found out about Lee's lawsuit with Maise a long time ago, but did not discover until March 18, 2015, that Lee's sale and transfer of title to me was done to evade losing the Property and money to Maise. Sherri discovered Maise's court record from the late 1990s and early 2000s showing that Maise had filed to block the sale of the Property to anyone before I met Lee.

10. My troubles with Lee began as soon as I granted him \$85,000.00 as a non-refundable deposit that Lee told me he needed to pay off a “high interest loan.” Everything that man did thereafter was outrageously evil. With my \$200,000.00 in hand, he threatened to foreclose on me within days of our closing escrow. When that did not work, because I had an “Agreement for Closing Escrow” that included language drafted by my attorney, Glenn S. Hara, that prohibited Lee from foreclosing for anything but my failing to make timely payments, Lee then altered and forged that Agreement. He filed a Foreclosure Complaint in June, 2005, using his altered agreement to bring suit. After nearly four years and \$125,000.00 in attorneys fees I paid, the jury found Lee guilty of fraud and awarded me and RBD \$200,000. But that award was short lived. Lee commissioned Sulla, about two months before Lee died, to vacate the award. Sulla accomplished that after Lee was dead. From then on, Sulla faked his and Lee’s claim that Jason HESTER was Lee’s chosen “church” official. In fact, Lee was penniless when he died, could not afford to pay his previous attorney, so Sulla entered the case on a contingency contract payable only upon robbing me by defrauding the State and the courts. And that is precisely what he has been effecting doing ever since to steal the Property. Sulla’s conduct of purportedly “HESTER’s” illegal non-judicial foreclosure (hereafter “NJF”), and false filings with the State, has resulted in my slandered Title. Sulla and HESTER have also smeared my good reputation in the community, and Sulla disparaged me internationally through defamatory publications he published on the Internet. In essence, these men have conducted an organized criminal conspiracy to destroy my life, livelihood, professional and business relationships, and commercial activities on the Property and elsewhere.

11. On May 15, 2009, Lee as assignor, attempted to, but did not legally, assign the mortgage loan to himself as the Overseer of a new “church” Sulla put together using false filings with the State. Lee’s Assignment of Mortgage, recorded in the Bureau of Conveyances as Document 2009-136885, was invalid because the so called GOSPEL OF BELIEVERS (“GOB”), a corporation sole, did not come into existence under Hawaii law until thirteen (13) days later, on May 28, 2009, upon the registration of GOB’s Articles of Incorporation with the Business Registration Division of the Department of Commerce and Consumer Affairs, State of Hawaii (“DCCA”);

12. Lee individually, Lee as Overseer of GOB, and Jason Hester as successor Overseer of GOB, at no time had any legal right to conduct a power of sale foreclosure under HRS

Section 667-5, because RBD was not in breach of any conditions of the mortgage loan as of February 27, 2009. RBD had paid the mortgage loan in full and was entitled to a release of the mortgage. Any subsequent power of sale foreclosure is void as a matter of Hawaii law.

13. A true and correct copy of the Assignment of Mortgage to GOB, and a filed copy of GOB's Articles of Incorporation on file with the Business Registration Div. of the DCCA are respectively attached as Exhibits "I" and "L".

**14. SULLA and HESTER's wonton, oppressive, and irreparably harming pattern of vexatiously litigating, maliciously prosecuting, harassing, and terrorizing me and my associates, over and over again for years, threatening my and ministry's ejectment, and threatening physical assault, has caused me to:**

a) **repeatedly lose community members and Property caretakers** who are frightened away by the Conspirators' threats of ejectment and personal property theft);

b) **delay and abandon planned developments** on the Property under the threats of ejectment published by SULLA;

c) **suffer severe emotional distress/anxiety** every time the telephone rings, mail comes, or unknown persons drive onto the Property (which occurs regularly). This is my natural reaction to having been terrorized repeatedly by SULLA, HESTER, and their cronies, since March, 2009;

d) **suffer heart palpitations and duck for cover every time shots are fired** on neighboring lots, since I and my fellow residents are not sure if one of SULLA's "church" members are attempting to deliver a "message" or whether pig hunters are simply hunting;

e) **suffer lost business relationships**, collaborations, and partnerships with many people, virtually everyone in the community, discouraged by the uncertainty of my ownership of the Property in lieu of said threats of ejectment and slandered title;

e) **suffer restricted utilities and telecommunications services by providers**, negating contracts to install energy-saving and advanced communications technologies because permission from the Property "owner" is required, but is uncertain since HESTER's name appears on County of Hawaii tax records as the "owner;"

f) **suffer tax penalties from falling far behind in the payment of Property taxes** since the Tax Office began billing HESTER exclusively for regular tax payments, after which



HESTER failed to pay one penny of taxes requiring me (and my partner, Sherri Kane) to contact tax officials to negotiate alternative arrangements for payments that I can ill afford to make now due to: i) the added financial burdens caused by SULLA's vexatious litigations, malicious prosecutions, and required defenses; and ii) damage to my commercial interests, investments, and operations on the Property, as well as through my mainland businesses due to lost time at work, lost work product output, and ongoing Internet libel published by SULLA with complicit co-conspirators;

g) **suffer severe curtailment of my provision of public health services**, educational publications, consumer health product and safety alerts, and promotion of societally-beneficial natural healing technologies that I claim by trademarks and copyrights as "528 Industrial Property;" and

h) **suffer severely curtailed new product research and developments** in lieu of the vexatious litigation diversions, and distressing non-judicial ejectment actions, criminal trespass, harassments, and terroristic threatening, repeatedly committed by SULLA, his co-counsel, Phillip Carey, co-conspirator HESTER, and more recently, following Sulla's disqualification by federal judges earlier in this case, Stephen D. Whittaker. Mr. Whittaker is being paid by Mr. Sulla, not Mr. Hester, as is known to me, my partner, Ms. Kane, and our new corporate counsel, Ivan Van Leer. Due to Mr. Sulla's concealed conflicting (surety) interest in the Property, following his disqualification, Mr. Sulla, not Mr. HESTER, hired, and has since been funding, Mr. Whittaker, to continue lying and vexatiously litigating against me and the other Defendants. Therefore, Mr. Whittaker must be a necessary witness at trial.

15. In essence, my wonderful and honorable life has been turned into a defensive struggle, effectively a nightmare of enslavement under "color of law" by Mr. Sulla et. al., to: a) protect my Property rights, Constitutional rights, personal investments, and commercial relationships; and b) protect my honorable reputation from defamatory and disparaging publications by SULLA, purportedly acting on HESTER's behalf.

16. I verify that my **remedies at law through law enforcers have not been enforced by State, federal, and local officials**, despite my repeated filings of many criminal complaints (e.g., Case No. M13049389; filed 9-20-13; and Case No. C13015256 (6-16-13)).

17. I testify that monetary damages are inadequate to compensate for the aforementioned injustices, injuries, and lacking legal remedies.

18. **“Balancing the equities” in my case, I am pleading for Injunctive Relief against vexatious litigations and malicious prosecutions, and for the courts to return our Property title by rescission** to me and my ministry as Warranty Deed holders. This was already decided by the Ibarra Court in 2008, in Final Judgment(s) that held that my equity in the Property far outweighed Lee’s remaining equity at that time; and since that time my equity and private investment has grown several million dollars compared to HESTER’s alleged equity that is nil, except for SULLA issuing HESTER the “color of title” that he holds by Quitclaim Deed for “\$10.00 and other valuable consideration.”

19. Additional consideration must be given to the **social implications of suspended commercial operations on the Property, and Big Island health tourism; since I am very active in science, natural medicine, public education, and journalism for which the Property was intended to be used and useful to the public;** versus HESTER who holds criminal records, no steady job, no known residential address anywhere in Hawaii, and is SULLA’s “mortgagor” and “loan” “Grantee” illegally secured by my Property in criminal contempt of Court. SULLA has litigated in the Third Circuit Court as a concealed surety in violation of RCCH Rule 26(b) and the Ibarra Court Final Judgment(s).

20. These covert actions by SULLA and his cronies, HESTER especially, have targeted me and my Ministry for commercial defamation, criminal copyright infringements, unfair competition, and restricted trade, after I was ordered by Judge Ronald Ibarra (in Civ. No. 05-1-0196) to make a final “accelerated” balloon payment to pay off the remaining balance to settle the case of *CECIL LORAN LEE v. THE ROYAL BLOODLINE OF DAVID*, et. al., and I did so timely, paying off that purchase money Mortgage in full and in good faith. I even knowingly paid more than the entire balance due under the terms of said Mortgage and the Court’s Order(s) to “get rid of the headache.”

21. Following my payment in full, between February 2009 and the present time, Mr. Lee (now deceased), and SULLA illegally evaded releasing the Mortgage. **They also evaded five (5) judgment creditors from multiple cases involving Lee and the Property, and schemed to extort me to pay**

**\$375,000.00 that I did not owe, or otherwise they would steal the Property by fraudulently Assigning the paid Mortgage and two related Promissory Notes to a brand new sham “church. ” These fraudulent Assignments of manufactured securities took place May 15-28, 2009.**

**22. Prima facie evidence of SULLA having fraudulently transferred that “false debt,” committing securities fraud in the process, is found in SULLA’s chain of records beginning May 15, 2009, and ending September 8, 2009, during which time SULLA: a) agented and officiated the fraudulent Assignments of Mortgage and Promissory Notes on May 15, 2009, to the not-yet-legally formed GOSPEL OF BELIEVERS “church”; b) filed Appeal No. 29841 on May 21, 2009, to appeal the trial court’s \$200,000.00 award to me and my ministry to compensate me for damages from Lee’s fraud in the sale of the Property; c) officially incorporated for purportedly Lee the “GOSPEL OF BELIEVERS” sham church on May 28, 2009, and d) the same day SULLA certified by false filings with the State, the fraudulent Assignments of the Note(s), and later e) on September 8, 2009, months after Lee’s death, SULLA falsely filed with the State of Hawaii, Bureau of Conveyances, the fraudulently Assigned and fraudulently warranted Mortgage.**

23. Following Sulla’s illegal NJF by “mock auction,” this crime gang leader committed additional securities fraud by creating and falsely filing with the State of Hawaii, Bureau of Conveyances, on May 11, 2010, MORTGAGEE’S AFFIDAVIT OF FORECLOSURE UNDER POWER OF SALE; and then two fraudulent Quitclaim Deeds, effectively converting the clear Title and “ownership” of the Property from me and my Ministry, to the sham “church,” and then later to convicted marijuana trafficker, HESTER.

24. I later learned that HESTER, when he visits Hawaii, lives in a shack in the woods in Pahoa, and serves as Sulla’s shill in Sulla’s extortion and Property theft scheme. HESTER was chosen, based on my knowledge and belief, because he is “judgment proof.” HESTER’s role is to protect Sulla’s and his crimes from being discovered, like a good “front man;” so HESTER would be blamed for the crimes Sulla commits. Thus, HESTER has yet to file even one affidavit in the Third Circuit Court, or pay one penny of Property tax on the Property he claims to own, after four years of defaming me and my Ministry as “trespassers.”

25. SULLA's complicity with HESTER is further evidenced by SULLA's "loan" to HESTER exercised the same day SULLA Quitclaim Deeded the colored title to my Property to HESTER from their sham "church." SULLA issued a \$50,000,00 unlawful Mortgage, secured by my Property, now encumbering further my real estate. SULLA and HESTER signed that "loan" contract on June 9, 2011, when SULLA was not authorized to act on the sham "church's" behalf in violation of intestate rules barring administrators from obtaining Property rights. (See RF Exhibits "BB" thru "DD".)

26. Since that time, Sulla committed a series of vexatious litigations and malicious prosecutions to harass, defame, extort, financially damage, and eject me and my Ministry from the Property, including vexatious litigations Civ. No. 3RC-11-1-662; a SLAPP lawsuit Civ. No. 12 1-0417 filed to censor my reporting of the aforementioned facts as a victim of Sulla's crime(s) (RF Exhibit "MM"), and Civ. No. 3RC 14-1-466, filed by Sulla's co-counsel and complicit extortionist, Phillip L. Carey.

27. This instant vexatious litigation and malicious prosecution Civ. No. 14-1-0304, in fact, stems from the previous malicious prosecution in Judge Harry P. Freitas's Court, wherein Freitas instructed SULLA to file his Quiet Title and Ejectment extortion in the "proper" (Third Circuit) court, or otherwise be ordered to stand trial on my counterclaims of malicious prosecution and criminal contempt of three (3) courts.

28. On February 25, 2014, Herbert M. Ritke, and his son Ronn, filed in federal court a "REPLY TO DEFENDANTS RESPONSE TO PLAINTIFFS'S REPLY" and a "LETTER TO JASON HESTER," (in related Case Civ. No. 13-00500 HG-BMK). They stated that they had no previous knowledge of the sham church's existence and operation at their home located at 13-811 Malama Street, Pahoa, HI 96778, where they lived continuously, and was falsely claimed to be the "church" business office, despite that property being zoned exclusively residential. (See: Exhibit "R")

29. Thus, SULLA' fraudulent creation of the sham "church" corporation, purportedly on Lee's behalf, at the false address of Ritke's house, was used to commit foreclosure fraud and racketeering activities including extortion, theft, mail fraud, and false filings with the State, in order to steal my Property.

30. These facts are additionally corroborated and further clarified by the Ritkes' in their filing of "REPLY TO NOTICE OF COMMERCIAL LIEN REGULAR; SYSTEM DOC A-51911051; CORRECTION TO ANSWERS" signed on March 27, 2014, wherein it states:

**"Pg. 6 #22: When Lee created his church, he used Hebert Ritke's address without permission. Herbert Ritke had nothing to do with falsely warranted securities or the GOB."**

and

**"Pg. 7 #27: Yes, we both became aware of Lee's creating a church using our address – but again, doing so without our permission or knowledge. No business or church services were ever conducted on our property that is why we did not think the church had ever been created." (Exhibit "R")**

31. Consequently, Sulla's "Foreclosing Party" was a complete scam. It *never actually existed* and never legally existed, only fraudulently existed as a corporate fiction and illegally abused corporate shell.

32. I could go on and on detailing how I, my family, ministry, friends, business associates, and fiancé, Sherri Kane, have been ripped off, and severely harmed by Mr. Sulla, but readers have gotten enough.

33. In my opinion, Mr. Sulla should be behind bars for doing what he has done in the name of lawyer. I know at least a dozen other people who this menace to society has damaged. They have called me, written me, and complained to me, over and over again.

34. The honorable Court would serve the integrity of the local justice system, as well as me and my now destroyed ministry and damaged community, by exercising good judgment, and at least ordering Sulla—"Plaintiff HESTER"—to post financial security for abusing everyone's time and energy as he does.

35. WHEREFORE, the Affiant pleads for Defendants to post substantial security to litigate in matter further, to prevent further irreparable harm from accruing from SULLA's et. al.'s string of

vexatious litigations, malicious prosecutions, theft, defamation, deceptive trade, outrageously fraudulent "debt collection" practices, all damaging to good people.


Further affiant sayeth not.

Dated: May 19, 2015

  
Leonard G. Horowitz

On this 18th day of May, 2015, before me, the undersigned notary public, personally appeared LEONARD G. HOROWITZ, who proved to me on the basis of satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document(s) is/are truthful and accurate to the best of his knowledge and belief.

Subscribed and sworn to before me this  
19th day of May, 2015

, Iris N.K. Fu (SEAL)




Notary Public in and for Hawaii

My commission expires: 06/13/2018

  
Notary Signature

AFFIX SEAL HERE



NOTARY CERTIFICATION		
Doc. Date:	MAY 19 2015	# Pages: 12
Name:	Iris N.K. Fu 1st Circuit	
Doc. Description:	Affidavit of Leonard G. Horowitz	
Signature		Date 5/19/15

