

Attorney for:  
Defendants

JASON HESTER, an individual  
Plaintiff,  
  
v.  
  
LEONARD G. HOROWITZ, an  
individual; SHERRI KANE, an  
individual; MEDICAL VERITAS  
INTERNATIONAL, INC, a California  
nonprofit corporation; THE ROYAL  
BLOODLINE OF DAVID, a  
Washington Corporation Sole; JOHN  
DOES, 1-10, JANE DOES 1-10, DOE  
ENTITIES 1-10, DOE  
PARTNERSHIPS 1-10, DOE  
GOVERNMENTAL UNITS 1-10.  
Defendants

The Final Judgment in the instant case was entered on December 30, 2015. This Memorandum in Support of the Motion For Reconsideration And Alternatively For A New Trial

[HRCF rule 59 (a)].<sup>1</sup>

## I. CRITERIA FOR RECONSIDERATION AND OR NEW TRIAL [HRCF 59(a)]

A motion for reconsideration under Hawaii Rule of Civil Procedure (HRCF) Rule 59(a) may be granted “for any of the reasons for which rehearings have heretofore been granted in suits in equity in the courts of the State.”<sup>2</sup> Whether to grant a motion for reconsideration is left to the discretion of the Court and reviewed for abuse of discretion. *Gossinger v. Association of Apartment Owners of the Regency Ala Wai*, 835 P.2d 627, 634 (Haw.1992) The basis for granting a motion under HRCF Rule 59(a) includes the reasons afforded in HRCF 60(b), which provides as follows:

(1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. (emphasis added)

A motion filed under HRCF Rule 59(a), rather than under Rule 60(b)<sup>3</sup>, is however generally subject to a lower bar for review given that the Final Judgment is still pending and likewise the motion is deemed a tolling motion for purposes of an appeal. *Simpson v. DLNR* 8 Haw. 16, 791 P.2d 1267, 1271-1272 (1990)(reversed on other grounds.)

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<sup>1</sup> A copy of the December 30, 2015 Final Judgment is attached as **Exhibit 1**.

<sup>2</sup> HRCF Rule 59(a) provides: In its entirety HRCF Rule 59(a) in relevant part provides: “(a) Grounds. A new trial may be granted to all or any of the parties and on all or part of the issues . . . in an action tried without a jury, for any of the reasons for which rehearings have heretofore been granted in suits in equity in the courts of the State. On a motion for a new trial in an action tried without a jury, the court may open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.”

<sup>3</sup> As distinct from HRCF Rule 60, pursuant to Rule 59(e) a Motion for Reconsideration and alternatively for new trial must be filed within 10 days of entry of the Final judgment: “Any motion to alter or amend a judgment shall be filed no later than 10 days after entry of the judgment.” (This filing requirement is however subject to an additional 2 days for service by mail and allowance for when the due date lands on a weekend or holiday).

## II. THIS ACTION SHOULD BE STAYED PENDING FINALITY IN CIV. NO. 05-1-0196.

As set forth below there is ample reason for relief from the operation of the judgment in the instant case, not only because of errors of law but consistent with the reasoning in HRCF Rule 60(b)(5), in light of a prior judgment of this Court involving the same parties or their privies, concerning the same property and related mortgage compliance issues.<sup>4</sup>

Hawaii State law provides a choice for pursuing foreclosure – either by way of a judicial foreclosure action, or alternatively, by way of a non-judicial foreclosure action that is customarily followed by an enforcement action in District or Circuit Court. Mortgagees elect one or the other way of pursuing a claimed issue of mortgage non-compliance. In this case a second action for foreclosure, by way of non-judicial action, was initiated (followed by this quiet title action) prior to finality in the first judicial foreclosure action.

In the prior filed action the original Mortgagee Plaintiff Cecil Loran Lee sought a judicial foreclosure, Civ. 05-1-0196. Foreclosure was *denied*, however damages against Plaintiff Lee in favor Defendants were vacated after Lee's death and after Defendants had paid the full remaining mortgage less credit for their then existing damages award. Contemporaneous with Lee's death in June of 2009, Substitute Plaintiff Hester appeared claiming to be the nephew of Lee (later determined not to be his nephew), purportedly representing an ecclesiastical corporation that was assigned Lee's interest in the Mortgage. Prior to finality in the judicial foreclosure action, in 2010 Plaintiff Hester pursued a non-judicial foreclosure action followed by this quiet title action involving the same parties or their privies based on the same series of transactions and related compliance issues with this same court. BUT in this quiet title case, based on the December 30, 2015 Final Judgment, foreclosure has effectively been *granted*, thereby resulting in potentially conflicting outcomes. In light of this potential conflict, the Court in the

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<sup>4</sup> A copy of the June 19, 2015 Fourth Amended Final Judgment in the related case of *Jason Hester, Overseer The Office Of Overseer, Overseer For The Popular Assembly Of Revitalize, A Gospel Of Believers, Plaintiff, v. Leonard G. Horowitz, Jacqueline Lindenbach Horowitz and the Royal Bloodline Of David, a Washington Corporation Sole et. al.* is attached as **Exhibit 2**. The Fourth Amended Final Judgment is now on appeal, CAAP No. 15-0000658. Defendants' Opening Brief was filed with the Intermediate Court of Appeals on December 9, 2015, and the Responsive Brief is due on January 18, 2016. A copy of Defendants' Opening Brief is available upon request.

instant case, is asked to grant a stay pending finality in the pending prior filed case, Civ. 05-1-0196, now on appeal as CAAP No. 15-0000658.

Prior to entry of the Final Judgment in the instant case, Defendants' Motion For Stay Or For Dismissal Prior To Entry Of Final Judgment was submitted on October 5, 2015 (Doc. No. 0134). At the October 30, 2015 hearing on this matter, the court agreed to consider this motion following entry of the final judgment in the instant case. That Final Judgment was entered on December 30, 2015. Defendants' Motion For Stay Or For Dismissal Prior To Entry Of Final Judgment [HRCP 62(b)] is being resubmitted concurrently with this motion.

### **III. ERROR IN DENYING DEFENDANTS' MOTION TO AMEND ITS ORIGINAL ANSWER**

Pursuant to HRCP 59(a) the Court is also asked to reconsider several erroneous ruling.

First, the Court is asked to reconsider its denial of Defendants' first motion to amend their original Answer. On January 26, 2015 Defendants submitted their first motion to amend it original answer that included a request to join Paul J. Sulla as an indispensable party. No responsive pleading had been filed prior to that date. On February 13, 2015, the Court however summarily orally denied Defendant's motion to amend.<sup>5</sup>

HRCP Rule 15 "Amendments before trial", in relevant part, provides:

- (1) AMENDING AS A MATTER OF COURSE. A party may amend the party's pleading once as a matter of course at any time before a responsive pleading is served . . . .
- (2) OTHER AMENDMENTS. In all other cases, a party may amend the party's pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires. (emphasis added)

Hence the Court should have granted Defendants' January 26, 2015 Motion as a matter of course. Furthermore, Defendant would have still been able to file additional amendments to their Answer by leave of the Court, "when justice so requires."

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<sup>5</sup> The Court made this ruling on February 13, 2015, however the Court's "Order Denying Motion to Amend Answer and Join Indispensible Parties Paul J. Sulla, Jr. and Herbert M. Ritke," was not signed until December 29, 2015 and then entered into the record on December 30, 2015. Defendants' attorney received the copy of this document from Plaintiff's attorney on January 9, 2016, two days before Defendants' post judgment motions are due.

As the Hawaii Supreme Court in *Ellis vs. Crockett* 51 Haw. 45, 60, 451 P.2d 814, 824 (1969) made clear, a party is permitted to amend its complaint once as a matter of right even after a motion to dismiss has been filed, because a motion to dismiss is not a responsive pleading. In *Ellis* the Court held the lower Court's error to be reversible error explaining:

Our holding is consistent with the overall purpose of the Federal Rules of Civil Procedure upon which the Hawaii Rules were patterned. We deem the interpretation of the counterpart Federal Rules to be highly persuasive upon this court in the construction of our Rules. . . . Justice Black has pointed out that the Rules 'reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits.' . . . Moreover, H.R.C.P., Rule 1 itself provides that the Rules are to 'be construed to secure the just, speedy, and inexpensive determination of every action.' *Ellis v. Crockett*, 51 Haw. 45, 60, 451 P.2d 814, 824 (1969)

For this reason the Court is asked to reconsider its ruling denying Defendant's January 26, 2015, motion and grant a new trial of this case on its merits.

#### **IV. ERROR IN NOT VACATING THE DEFAULT JUDGMENT OF CORPORATE DEFENDANT RBOD**

Defendants also ask the Court to reconsider its refusal to vacate the default judgment of RBOD, along with two interrelated standing questions: 1) whether Defendant Horowitz and Kane had standing to represent the property interests of RBOD, as the successors in interest in the subject property based on the quitclaim deed from RBOD to Horowitz and Kane dated July 2012, approximately two years before this case was filed in August of 2014; such that their pro se appearance was sufficient without the appearance of a licensed attorney; and 2) alternatively, whether Defendant Horowitz had standing to represent RBOD, as the "body corporate" and exclusive trustee "Overseer" of the ecclesiastical sole corporation, pursuant to HRS § 419-8(4) (dissolution)<sup>6</sup> and Washington State laws 24.12.010 "Corporations sole – Church and Religious Societies" and 24.12.020 "Corporate Powers"<sup>7</sup>, RBOD having been incorporated in Washington State. Moreover, regardless of these standing issues, the Court is asked to reconsider its refusal to vacate the default judgment of the corporate defendants, given that Defendants promptly secured a licensed attorney to represent the corporate Defendants, once the Court on February 13, 2015 orally ruled individual Defendant

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<sup>6</sup> A copy of HRS § 419-8 "Dissolution" is attached is attached as **Exhibit 4**.

<sup>7</sup> A copy of Washington State laws 24.12.010 and 24.12.020 is attached as **Exhibit 5**.

Horowitz, as a non-lawyer, could not represent the corporate Defendants.

#### A. THE BDM STANDARDS FOR REVERSAL OF A DEFAULT JUDGMENT

As an overarching principle, courts disfavor default judgments and “any doubt should be resolved in favor of the party seeking relief, so that in the interests of justice there can be full trial on the merits.” *BDM Inc. v. Sageco, Inc.* 57 Haw. 73, 76, 549 P. 2d 1147, 1150 (1976) See also *Ala Loop*.

Pursuant to *BDM*, the criteria for reversal of a default judgment is as follows: 1) the non-defaulting party will not be prejudiced; 2) the defaulting party has a meritorious defense, and 3) the default was not the result of inexcusable neglect or willful act. *BDM, Inc. v. Sageco, Inc.*, 57 Haw. 73, 549 P.2d 1147 (1976).

The first element of the *BDM* criteria requires a showing of the absence of prejudice to the non-faulting party – that is - other than the burden of affirmatively proving its case on the merits. *BDM* 57 Haw. at 77, 549 P.2d at 1150. A delay in the outcome and the burden of securing a decision based on the merits of the case is insufficient. In this case, vacating the default judgment would allow for consideration of the case on its merits.

With regard to the second element of *BDM*, Defendants have raised valid arguments, starting with whether these proceedings should be stayed or dismissed in light of: (1) the previously filed judicial foreclosure case; (2) whether the Court erred in its denial of Defendants’ motion to amend their original Answer and Counterclaims in contravention of HRCF Rule 15; (3) the question whether Plaintiff Hester has standing, and is a “proper party” as the claimed successor to original mortgagee Plaintiff Lee; (4) the inadequacies in the non-judicial foreclosure – in particular the failure to timely give proper notice of the amount owed to the Plaintiff (i.e., non-compliance with HRS § 667-5.); and as mentioned (5) Horowitz’s standing to plead on behalf of RBOD by statutory authorization under HRS § 419-8 (dissolution) and Washington State laws 24.12.010 and 24.12.020.

With regard to the third *BDM* factor, the Court erred in finding that the default was the result of inexcusable neglect or willful act. As discussed above, Defendant Horowitz reasonably believed he had the right to represent himself and his dissolved ecclesiastic corporation sole given Defendant

Horowitz and Kane's acquisition of the subject property from corporate Defendant RBOD prior to initiation of this legal action, and in light of both Hawaii and Washington state statutory laws allowing individual representation, in the case of a single member, of ecclesiastic sole corporations at least those filed for dissolution and "winding-up". Furthermore, Defendants Horowitz and Kane sought and obtained legal counsel for the corporate defendants within weeks of when the Court orally ruled that Horowitz did not have standing to represent the corporate interests of RBOD.

**B. APPLICATION OF BDM AS ADDRESSED IN *STATE OF HAWAII V. MAUNA ZIONA CHURCH* AND IN *COUNTY OF HAWAII V. ALA LOOP***

The instant case is similar to that of *State v. Mauna Ziona Church*, 128 Haw. 131, 284 P. 3d 224 (Haw. App. 2012). In *Mauna Ziona* the Intermediate Court of Appeals reversed the lower court's refusal to vacate a default judgment in a case involving an ecclesiastical corporation, in which the Church's representative sought to represent the Church pro se. In both cases the representative of the ecclesiastical corporate organization believed he could represent the organization pro se. In each case once the Court ruled only a licensed attorney could represent the ecclesiastical corporation, the representative of the association, in the instant case its sole member Leonard Horowitz - sought and obtained counsel. In both cases questions of title to property were involved. And in both cases the prejudice to the Plaintiff was based upon the burden of having the case proceed without being blocked by a default judgment.<sup>8</sup>

This case is also similar to *County of Hawaii v. Ala Loop*, 123 Hawai'i 391, 235 P.3d 1103, 1135-1136 (Haw. 2010) wherein the Supreme Court reversed the lower court's refusal to vacate a default judgment. That case also involved a non-profit entity, whose standing was challenged and where the lower court required that the entity be represented by counsel. There too the representative of the subject non-profit entity subsequently found available counsel following the lower court's ruling in favor of default.

For these reasons, the Court is asked to reconsider its refusal to vacate the default of RBOD so that the case can be heard on its merits. Failure to do so puts Defendants in jeopardy of immediate

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<sup>8</sup> "The mere fact that the nondefaulting party will be required to prove his case without the inhibiting effect of the default upon the defaulting party does not constitute prejudice which should prevent reopening" *State of Hawaii v. Mauna Ziona Church*, Id. at 128 Haw at 131, 284 P. 3d at 224 quoting BDM, 57 Haw at 77, 549 P.2d at 1150.

loss of property for which they paid in principal and interest over a half million dollars, and have spent thrice that amount in maintenance, repairs, security, and improvements on the property. On the other hand, Jason Hester, the Plaintiff in this case is at best a distant relative (if that) to the original mortgagee (rather than as falsely represented the nephew of original mortgagee Lee, and had no prior relationship to the property.

#### **IV. SUCCESSOR MORTGAGEE HESTER'S STANDING SHOULD BE CONSIDERED**

In this motion the court is also asked to consider whether Hester legitimately has standing. “[Standing] is the doctrine that a plaintiff must assert its own legal rights and may not assert the legal rights of others.” *In re Veal*, 450 BR 897 – Bankr. Appellate Panel (9th Cir. 2011). Standing is a requirement of the plaintiff, and not of a defendant defending against the claims raised by the plaintiff. In a foreclosure case the plaintiff must have sufficient interest in the mortgage to have suffered an injury from the default, and must prove the right to assert another's property interest. *Deutsche Bank v. Williams* 2112 WL1081174 (2012) (not reported in F. Supp. 2d) Hence the burden of proof is on Plaintiff Hester to establish standing, which burden was not met.

Pursuant to HRCF Rule 17 “Parties Plaintiff Defendant; Capacity”: “Every action shall be prosecuted in the name of the real party in interest.” In the event of death of a party, HRCF 25 “Substitution of Parties” subsection (a) (1) provides: “ If a party dies and the claim is not thereby extinguished, the court may order substitution of the proper party”. Ordinarily the “proper party” is the decedent's court appointed personal representative. *Roxas v. Marcos*, 89 Haw. 91, 117-122, 969 P.2d 1209, 1135-1240 (1998) Even an heir who has not been appointed as the personal representative is not a “proper party” for purposes of substitution under HRCF 25(a)(1). *Id.* 89 Haw. at 122, 969 P.2d at 1240 (“ . . . we hold, as a general rule, that an heir of an undistributed estate, who has not been judicially appointed as the personal representative of a decedent's estate, is not a "proper party" for substitution pursuant to HRCF Rule 25(a)(1).”)

In the Motion for Substitution filed on July 15, 2009, in the above discussed prior filed related case, Civ. 05-1-0196, Attorney Paul Sulla misrepresented Jason Hester as Plaintiff Cecil

Loran Lee's "nephew".<sup>9</sup> Logically, if this kinship relationship of "nephew" was misrepresented, then the substitution of Plaintiff Lee with "successor Overseer Hester" requires careful reconsideration by the Court. Had Attorney Sulla instead represented Hester as a homeless drifter living in Pahoia, who Lee may or may not have been acquainted with, but who was not a close friend or close relative who had no relationship with the Property, and where no probate estate had been opened and there was no documentation that notice was accomplished to any of Lee's siblings or son in Arizona where Lee died, and that attorney Sulla had a security interest in the Property, it is likely the Court would have questioned Plaintiff's Hester's standing.

Upon investigation, Defendants' provided evidence that *Hester was not Lee's nephew*. In July of 2009, at the time Mr. Sulla filed his Application for Substitution of Plaintiff, Hester was not a Court appointed personal representative, and not an heir. It was not until February of 2012, more than three years following Lee's death, and almost two years after the April 2010 non-judicial foreclosure auction, that attorney Sulla filed with the Court—a probate application (3LP09-1-0166) for Jason Hester to be appointed the personal administrator for The Estate of Cecil Loran Lee. At this time Hester was instead represented as Lee's "Grandnephew" based on information attorney Sulla claimed he obtained from "talk[ing] to his mother's grandmother." Upon investigation, Defendants found no immediate relationship between Hester and Lee based on a professional investigation resulting in the "Comprehensive Report" and Affidavit of Professional Investigator Christopher Baker, attesting to the evidence in public records, which Report and Affidavit was submitted to the Court.

Drawing on expert determinations of document altering and signature forgery confirmed by forensic document analyst Beth Chrisman in a sworn Declaration that was submitted to the Court, Defendant Horowitz also provided evidence that Lee's assignment of his claimed interest in the Property was questionable. The Articles of Incorporation for The Office Of Overseer, A Corporate Sole And Its Successor, Over And For The Popular Assembly Of Revitalize, A Gospel Of

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<sup>9</sup> Sulla's Declaration attached to the Application for Substitution, in relevant part stated "Prior to Mr. Lee's death, on or about May, 8, 2009 he created a corporate sole pursuant to Hawaii Revised Statutes (sic), Chapter 419, entitled "*The Office of Overseer, a Corporate Sole and its Successor Over and For the Popular Assembly of Revitalize, a Gospel of Believers*, naming himself as the incumbent Overseer and **his nephew** Jason Hester of Pahoia, Hawaii as successor Overseer by the Articles of Incorporation." (Emphasis in bold added.)

Believers (hereafter, “GOB”) filed by Attorney Sulla with the Hawaii Department of Commerce and Consumer Affairs (“DCCA”) as a certified original document were void because they: (1) were filed *after* the date Lee transferred his interest in the Property to the not-yet-legally-existing GOB; (2) were materially altered; and (3) contained at least one forgery of Lee’s signature. Subsequent thereto, Mr. Sulla filed GOB’s altered General Certification of the GOB Articles of Incorporation with the State on May 28, 2009. (Pages six and eight of those Articles of Incorporation were identical with exactly identical signatures on the two photocopied “General Certification” pages).<sup>10</sup>

So who really is Jason Hester? Plaintiff Hester has never filed an affidavit, not even a declaration, and has never testified or appeared in Court. Instead Hester appears to be a judgment proof shill in Attorney Sulla’s convoluted scheme to defraud the court and Defendants out of their Property. As has been submitted to the Court, this assertion is supported by the fact that Attorney Sulla is Jason Hester’s mortgagee, having “loaned” Hester \$50,000.00, secured by the subject Property, as recorded through the State of Hawaii Bureau of Conveyances, Doc. No. 2011-093773, paired with Mr. Sulla conveyance of the Property by Quitclaim Deed to Mr. Hester at the same time, on June 14, 2011, as shown in Doc. No. 2011-093772. Thus, Paul Sulla is positioned to own the Property if Plaintiff Hester prevails in this case.

Given these circumstances, and given standing is a jurisdictional issue, it is incumbent upon the Circuit Court to address this standing issue – rather than allow what would otherwise amount to fraud upon the Court and the opposing party.

## **V. BEYOND THE THRESHOLD ISSUES DISCUSSED ABOVE, SUMMARY JUDGMENT WAS INAPPROPRIATE**

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<sup>10</sup> As the documentation submitted to the court provided, five weeks prior to Lee’s death on June 27, 2009, on May 15, 2009, Attorney Sulla certified with the Hawaii State Department of Commerce and Consumer Affairs Lee’s assignment of his interest in the property (the Mortgage and Promissory Note) to GOB. A week later, on May 21, 2009, on behalf of Hester as Overseer of GOB, Attorney Sulla filed Notice of Appeal in the first filed judicial foreclosure action, Civ. No. 05-1-0196, objecting to the award of \$200,000 in damages to Defendants. Defendants also raise the issue of a possible violation of HRS § 651C. “Judgment debtors should not lie, deceive, or attempt to manipulate the legal system to avoid paying monies [or releasing mortgages] which are owed to a creditor. . . . the defendant continues to hinder, delay, or defraud the plaintiff by engaging in conduct which is in violation of Hawaii Revised Statutes, Chapter 651C . . . [such acts] should not be tolerated.”

In this action, once the Court refused to reverse the default judgment of corporate Defendant RBOD, and disallowed the standing of Defendant Horowitz and Sherri Kane to represent the Mortgage Property interest of RBOD as the successor in interest to the subject Property, it was as if the case no longer had legs to stand on. Defendants' opposition to the motion for summary judgment based on key factual and legal issues as well as set forth in many of Defendants' Counterclaims was thereafter given scant consideration. Yet a motion for summary judgment should not have been granted, unless "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *Kahale v. City and County of Honolulu*, 104 Hawai'i 341, 344, 90 P.3d 233, 236 (2004) (citation omitted). *Nuuanu Valley Ass'n v. City & Cnty. of Honolulu*, 119 Hawai'i 90, 96, 194 P.3d 531, 537 (2008). *Hiwalani PS Holdings, LLC v. Wells Fargo Bank, N.A.*, 130 Haw. 347, 310 P.3d 1048 (Ct. App. 2012). The burden of proof is on the moving party, but that is not what happened in this case.

#### **A. INADEQUACY OF THE NONJUDICIAL FORECLOSURE**

This quiet title action is based on Plaintiff's non-judicial foreclosure, which foreclosure action failed to comply with the statutory requirements under HRS § 667-5 "Foreclosure under power of sale, notice, affidavit after sale" at the time of the non-judicial sale.

The notice requirements in a non-judicial foreclosure, as set forth in HRS § 667-5(c) include:

"(c) Upon the request of any person entitled to notice pursuant to this section . . . the attorney shall disclose to the requestor . . . (1) The amount to cure the default, together with the estimated amount of the foreclosing mortgagee's attorney's fees and costs, and all other fees and costs estimated to be incurred by the foreclosing mortgagee related to the default prior to the auction within five business days of the request . . ."

The statute goes on to require that the mortgagee submit an affidavit setting forth these actions "fully and particularly." <sup>11</sup>

Absent strict compliance with the requirements of HRS § 667-5, a non-judicial foreclosure sale is void. *Lee v. HSBC Bank USA*, 121 Hawai'i 287, 292, 218 P.3d 775, 780 (2009);

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<sup>11</sup> HRS § 667- 5 "Foreclosure under power of sale, notice, affidavit after sale" (2008) as here quoted was effective in 2010 when the challenged non-judicial foreclosure was carried out. A copy of HRS § 667-5 (2008) in its entirety is set forth at **Exhibit 6**. Note HRS § 667-5 (2008) was repealed in 2012 and replaced with the now current HRS § 667-22 (2012).

see also *In re Kekaouha-Alisa*, 674 F.3d 1083, 1090 (9th Cir. 2012) (noting that Hawai'i law requires strict compliance with statutory non-judicial foreclosure procedures); see also *Silva v. Lopez*, 5 Haw. 262, 263 (1884) (“To effect a valid sale under power, all the directions of the power must be complied with....”); Requiring strict compliance with the terms of carrying out a non-judicial foreclosure is consistent with the long heralded principle that, “As between the parties to the mortgage, the law protects [the equity of redemption] with jealous vigilance.” *Clark v. Reyburn* 75US 318, 322 (1868) (In *Clark* the Supreme Court reversed a lower court decision in a case of non-judicial foreclosure, where there was no notice of the amount to cure given to the mortgagor, and the mortgagor was not allowed time for the payment of the debt and redemption of the estate.)

The burden of proof is on the Plaintiff to prove compliance with all aspects of HRS § 667-5, including notice requirements. The burden is not on Defendants to show lack of compliance. The Supreme Court of New York ruled in *Aurora Loan Servs. v. Weisblum*, 85 AD 3d 95 - NY: Appellate Div., 2nd Dept. (2011) (at 103) “[W]e now make clear what is implicit in [*First Natl. Bank v. Silver*, [73 AD 3d 162 - NY: Appellate Div., 2nd Dept. 2010] namely, that proper service of the . . . notice containing the statutorily-mandated content is a condition precedent to the commencement of the foreclosure action. The plaintiff’s failure to show strict compliance requires dismissal.”<sup>12</sup>

Written requests by Defendant Horowitz concerning the amount owed were made by Defendant Horowitz. In his non-judicial foreclosure action, Attorney Sulla claimed Defendants owed the full amount of the original mortgage (i.e., \$350,000), without offset for the principle payment made by Defendants to date, without any statement of the amount needed to cure the default, and without any reference to outcome of the judicial foreclosure case, Civ. No. 05-1-0196.<sup>13</sup> At the auction, conducted by attorney-auctioneer Paul Sulla, Plaintiff Hester, the only bidder, made a credit bid of \$225,000. Then in the Mortgagee’s Affidavit, signed only by attorney Sulla and not by the claimed mortgagee Hester, the auction credit bid was represented as \$175,000. There was no statement in the Mortgagee Affidavit of having provided Defendants with the amount needed to cure the default.

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<sup>12</sup> There may also be a violation of HRS § 708-871 (false advertising), which the Court may enjoin pursuant to HRS § 603-23.5.

<sup>13</sup> It may be that Attorney Sulla was not aware of the 2008 revision of HRS § 667-5. Prior to 2008, HRS §667-5 did not expressly require notice of the amount to cure, but instead only required notice by the mortgagee “of the intention to foreclose the mortgage under power of sale.” A copy of the pre-2008 version of HRS§ 667-5(1989) is set forth in full at **Exhibit 7**.

## B. DEFENDANTS' COUNTERCLAIM OF FRAUD AND MISREPRESENTATION

The Court is also asked to reconsider its grant of summary judgment in light of Defendants' Counterclaims, in particular Defendants' counterclaim of fraud and misrepresentation, discussed here.

Consistent with HRCP 60(b)(3), a Court can grant relief from judgment under HRCP Rule 59(b) on the basis of fraud.<sup>14</sup> HRCP Rule 60(b) "Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, etc.", in relevant part, provides:

"On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: . . . (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; . . .

To constitute "fraudulent inducement" sufficient to invalidate the terms of a contract (such as a mortgage contract), there must be (1) a representation of a material fact, (2) made for the purpose of inducing the other party to act, (3) known to be false but reasonably believed true by the other party, and (4) upon which the other party relies and acts to [his or her] damage. *Hawaii Community Federal Credit Union v. Keka*, 94 Hawaii 213, 230, 11 P.3d 1, 18 (2000) (quoting *Pancakes of Hawaii, Inc. v. Pomare Properties Corp.*, 85 Hawaii 300, 312, 944 P.2d 97, 109 (App.1997)) (other citations omitted). "Fraud vitiates all agreements as between the parties affected by it. If the agreement creating the joint adventure had its inception in fraud, it was, as between the parties to it, void *ab initio*. *Peine v. Murphy*, 46 Haw. 233, 239, 377 P.2d 708, 712 (1962) (citations omitted)

As represented in Defendants' pleadings, and Defendants' opposition to Plaintiff's Motion for Summary Judgment, Seller – Original Mortgagee Lee, Hester's claimed predecessor in interest, represented the subject Property as a "grandfathered" commercial "Bed and Breakfast"/"Inn." The original price of the Property was \$550,000, and a down-payment of \$200,000 was made. The representation that the Property could be used as a commercial inn was false, as was the representation that the property was being sold free of encumbrances.

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<sup>14</sup> HRCP 59(a) provides in relevant part: A new trial may be granted to all or any of the parties and on all or any of the issues ...in an action tried without a jury, for any of the reasons for which rehearings have heretofore been granted in suits of equity in the Court of the State.

Shortly after the negotiations were completed, at the request of Seller- Mortgagee Lee, Defendant Horowitz allowed Lee to take \$85,000 out of escrow to pay “a high interest loan”. Up until that time, Seller Lee was very accommodating, including with assisting with all the legal paper work to complete the sale and promising to help Defendant with the improvements that Lee had started. After Seller- mortgagee Lee received these advanced funds, his attitude towards Defendant Horowitz took a 180 degree change from cooperative to adversarial and antagonistic, starting with Seller Lee seeking additional funds for a County remnant parcel that Lee had represented to Defendants and Defendants believed was part of the original sale based on: (1) the Seller’s disclosure form; and (2) Seller Lee’s original hand-written contract. In order to prevent this issue from stopping the sale, and jeopardizing the \$85,000 that Lee had already received, Horowitz finally agreed to pay an additional \$25,000, by way of a second promissory note that was not secured by any mortgage, and that would not commence until after the mortgage was released. Seller - mortgagee Lee then conveyed the Property to RBOD and Defendant Horowitz by way of a Warranty Deed that stated the Property was “free of encumbrances and liens.”

The promissory Note and Mortgage, signed in January of 2004 was for \$350,000, and was due in January of 2009. From February 2004 through February 2009, over sixty (60) months, monthly interest payments of \$2333.33 totaling \$139,999.80 owed to Plaintiff Lee were made, but during most of this period the payments were instead required to be paid to Intervenor Philip Maise. Defendants were required to make these payments to Philip Maise based on a Court order in lieu of Maise having won \$205,214.21 in damage awards against this same Cecil Loren Lee in the 2003 attempted fraudulent sale of this same property to Maise.<sup>15</sup>

Defendant Horowitz also made a balloon payment totaling \$154,204.13 in February of 2009 for the remainder due, that is, over and above the \$200,000 damage award still in dispute. That

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<sup>15</sup> On the basis of two judgments, one August 4, 2005, the other September 30, 2004, totaling \$31,776.44 (Civ. No. 05-1-0235) plus \$173,437.77 (Civ. No. 01-1-0444) totaling \$205,214.21, Plaintiff Philip Maise (here Intervenor Maise) obtained that garnishment order. Judge Nakamura of the Circuit Court of the Third Circuit (Hilo Division) had ruled in favor of Maise against Defendant Lee (here Plaintiff Lee) for fraud in the sale of this same property in light of a drug related federal forfeiture action pending against Lee on this same property. In an unpublished opinion, the Appellate Court affirmed the lower court in the appeals taken, 2008 WL 1922976, No. 28012.

\$154,204.13 balloon payment was also made to Intervenor Maise, pursuant to the Court ordered garnishment order.

As Defendants' have presented to the Court, Seller-mortgagee Lee's pattern of fraud in this case had a domino effect and began even before Defendants entered the picture. To avoid losing the Property to a federal lien following Lee's arrest for drug trafficking, Plaintiff's predecessor contracted to sell the property to Intervenor Maise, fraudulently concealing the federal lien. Maise then successfully sued Seller Lee for this fraud. Then, although Maise was in the process of encumbering the Property in his lawsuit against Lee, Lee contracted to sell the same Property, advertised as an "Inn" and "Bed and Breakfast," to Defendant Horowitz's by: (1) fraudulently concealing Maise's encumbrance; (2) falsely representing the Property as a "grandfathered" legally-operating commercial health facility; (3) falsely promising to help Horowitz with construction and improvements at the Property, then turning around and complaining to the County's planning department so that it would enjoin the construction and renovations that Lee began and agreed to help, including on the pools and outbuildings; (4) falsely promising to treat Horowitz and scheduled guests "amiably" which Lee did not do; and (5) initially claiming an abutting County road remnant was part of the deal, yet later Lee changed his mind and threatened to "squat" on that parcel, unless he was paid another pile of money, and on the basis of which Defendants finally agreed to pay an additional unsecured \$25,000 Note.

After the Civ. No. 05-1-0196 jury verdict and Final Judgment in Defendants favor, denying Seller mortgagee's foreclosure, along with the award of damages to Defendants in the amount of \$200,000, Defendants thought this nightmare was over.

In June of 2009 Plaintiff Lee died. Defendant Horowitz thought that would mean the end of Lee's scam.<sup>16</sup> But then, up popped substitute Plaintiff Jason Hester with Attorney Paul Sulla and the various conflicting "hats" and interests.<sup>17</sup>

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<sup>16</sup> In fact, some six months after Plaintiff Lee's death, Attorney Paul Sulla represented at a hearing in the probate of the Estate of Cecil Loren Lee that "Cecil Lee doesn't own [anything] anymore; due to foreclosure; and no judgment can be enforced and Mr. Lee is certainly out of it." [Court Minutes of 12-11-09 in Probate case 3LP09-1-000166] **Exhibit 8.**

<sup>17</sup> Early on in this lawsuit Defendants sought to remove the case to the federal court, Civil No. 14-00413 JMS-RLP. Although the federal court deferred the case to the State of Hawaii Circuit Court, it first disqualified attorney Paul Sulla as the attorney in this case, noting the various roles attorney Sulla played in the series of transactions involved.

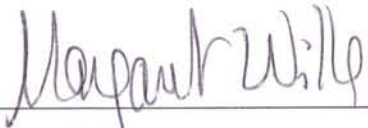
In sum, there was a pattern of misrepresentations, (false representations, concealments, or nondisclosures) that began even before Defendants entered the picture (with Lee's scam of Philip Maise). Defendants have clearly evidenced a pattern of "conduct amounting to wanton, oppressive, malicious, or reckless behavior" with intent to deceive and prosper at the expense of others. (*Quedding v. Arisumi Bros., Inc.*, 66 Haw. 335, 340, 661 P.2d 706, 710 (1983)) Defendants reasonably relied on the misrepresentations of Seller-mortgagee Lee, which were then followed by further misrepresentations on behalf of the sham "GOB" "church" and successor mortgagee Hester, and were damaged for their good faith reliance.<sup>18</sup>

## VI. CONCLUSION:

For the above reasons Defendants move for a stay pending finality in the pending prior judicial foreclosure action, Civ. No. 05-1-0196, that is now on appeal as CAAP 15- 0000658, and alternatively relief by way of reconsideration or a new trial.

Waimea, Hawaii 96743 January 11, 2016

Signed: \_\_\_\_\_



MARGARET WILLE, Attorney for Defendants

Jason Hester, Plaintiff v. Leonard G. Horowitz et al, Defendants; Civ. No. 14-1-0304 *Defendants' Memorandum in Support of the Motion For Reconsideration And Alternatively For A New Trial*

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<sup>18</sup> Further, HRS § 480-2 ("Unfair competition, practices, declared unlawful") prohibits deceptive acts or practices in the conduct of any trade or commerce, for which a borrower may be awarded damages and attorneys fees, under HRS § 480-13 ("Suits by Persons Injured, amount of recovery, injunctions").

**Margaret (Dunham) Wille #8522**

Attorney at Law  
65-1316 Lihipali Road  
Kamuela, Hawaii 96743  
Tel: 808-854-6931  
[margaretwille@mac.com](mailto:margaretwille@mac.com)

Attorney for:  
Defendants/Counterclaimants  
Leonard G. Horowitz, Sherri Kane and  
the Royal Bloodline of David, et. al.

**IN THE CIRCUIT COURT OF THE THIRD CIRCUIT  
KONA DIVISION, STATE OF HAWAII**

JASON HESTER, an individual  
Plaintiff/Counterclaim Defendant  
v.

LEONARD G. HOROWITZ, an  
individual; SHERRI KANE, an  
individual; MEDICAL VERITAS  
INTERNATIONAL, INC, a  
California nonprofit corporation; THE  
ROYAL BLOODLINE OF DAVID, a  
Washington Corporation Sole; JOHN  
DOES, 1-10, JANE DOES 1-10, DOE  
ENTITIES 1-10, DOE  
PARTNERSHIPS 1-10, DOE  
GOVERNMENTAL UNITS 1-10.

Defendants/Counterclaimants

) CIV. NO. 14-1-0304

) (Quiet Title)

)

)

) **DECLARATION OF ATTORNEY**

) **MARGARET D. WILLE OF**

) **MEMORANDUM IN SUPPORT**

) **OF MOTION FOR RECONSIDERATION**

) **AND ALTERNATIVELY FOR**

) **A NEW TRIAL**

)

)

)

Hearing date: \_\_\_\_\_, 2016

Hearing time: \_\_\_\_\_

JUDGE: Honorable Ronald Ibarra

**DECLARATION OF ATTORNEY MARGARET D. WILLE IN  
SUPPORT OF MEMORANDUM IN SUPPORT OF MOTION FOR  
RECONSIDERATION AND ALTERNATIVELY FOR A NEW TRIAL**

I, MARGARET (DUNHAM) WILLE, under pain of perjury of law, do hereby state and declare as follows:

- 1) I am an individual over the age of twenty-one (21) years, a resident of the State and County of Hawai'i.
- 2) I am licensed to practice law before the Courts of Hawai'i.
- 3) As of June 29, 2015, I have been the attorney for Defendant-Appellants LEONARD G. HOROWITZ, SHERRI KANE, and THE ROYAL BLOODLINE OF DAVID and am representing these Defendants in the appeal of the Circuit Court's Fourth Amended Final Judgment dated June 19, 2015.
- 4) I declare that Exhibit "1" is a true and correct copy of the Final Judgment filed by the Court in Civ. No. 14-1-0304 on December 30, 2015.
- 5) I declare that Exhibit "2" is a true and correct copy of the Fourth Amended Final Judgment in Civ. No. 05-1-0196, filed on June 19, 2015.
- 6) I declare that Exhibit "3" is a true and correct copy of the Court's filing of "Order Denying Motion to Amend Answer and Join Indispensible Parties Paul J. Sulla, Jr. and Herbert M. Ritke," filed by the Court in Civ. No. 14-1-0304 on December 30, 2015.
- 7) I declare that Exhibit "4" is a true and correct copy of HRS § 419-8 "Dissolution".
- 8) I declare that Exhibit "5" is a true and correct copy of Washington State Laws RCW 24.12.010 and 24.12.020.
- 9) I declare that Exhibit "6" is a true and correct copy of HRS § 667-5 (non-judicial foreclosure requirements under power of sale) in effect as of July 2008 to 2012.
- 10) I declare that Exhibit "7" is a true and correct copy HRS § 667-5 5 (non-judicial foreclosure requirements under power of sale) in effect as of 1989 to July 2008.
- 11) I declare that Exhibit "8" is a true and correct copy of a portion of the Court Minutes in Probate Case No. 3LP09-1-000166, on 12-11-2009.

FURTHER DECLARANT SAYETH NAUGHT

This Declaration is based upon my personal knowledge and I am competent to testify as to the truth of the statements contained herein.

Dated: Waimea Hawaii: January 11, 2016

Signed: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Margaret Wille", written over a horizontal line.

MARGARET (DUNHAM) WILLE  
Attorney for Defendants

Jason Hester Plaintiff v. Leonard G. Horowitz et al, Defendants, Civ. No. 14-1-0304,  
*Declaration of Attorney Margaret Wille*

# INDEX TO EXHIBITS FOR REPLY TO OPPOSITION TO MOTION TO STAY OR DISMISS

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FILED

cc: S. Whittaker, Esq. S. Kane  
M. Wille, Esq. L. Horowitz

2015 DEC 30 PM 4:26

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

JASON HESTER, ) Civil NO. 14-1-304  
)  
Plaintiff, ) FINAL JUDGMENT  
)  
vs. ) Judge Ronald Ibarra, Division 4  
)  
LEONARD G. HOROWITZ, ET AL., )  
)  
Defendants. )  
)  
\_\_\_\_\_ )

FINAL JUDGMENT

Pursuant to the (1) *Entry of Default Against Defendants Medical Veritas International, Inc. and the Royal Bloodline of David* filed on September 17, 2014; (2) *Order Granting Plaintiff's Motion to Dismiss Counterclaims*, filed March 27, 2015, and (3) *Order Granting in Part and Denying in Part Plaintiff's Motion for Summary Judgment*, filed August 28, 2015, final judgment pursuant to Rule 58, Hawai'i Rules of Civil Procedure is hereby entered as follows:

1) On Plaintiff Jason Hester's Complaint filed August 11, 2014

- a. As to Count I, Quiet Title, judgment is entered in favor of Plaintiff Jason Hester pursuant to H.R.S. Section 669-1, et seq. and against the Defendants Medical Veritas International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz; and Sherri Kane;
- b. As to Count II, Tenants at Sufferance, judgment is entered in favor of Plaintiff Jason Hester and against Defendants Medical Veritas

**Exhibit 1**

I hereby certify that this is a full, true and correct  
copy of the original on file in this office.

Exhibits Pg. No. 1  
Clerk, Third Circuit Court, State of Hawaii

International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz;  
and Sherri Kane;

- c. As to Count III, Trespass, pursuant to Rule 41, Hawai'i Rules of Civil Procedure and the Order Granting Plaintiff Jason Hester's Motion for Voluntary Dismissal of Trespass Claim, filed August 28, 2015, this claim is dismissed;
- d. As to Plaintiff's request that Judgment for Possession be entered giving Plaintiff exclusive possession of the Property, judgment is entered in favor of Plaintiff Jason Hester and a Writ of Ejectment shall issue against Defendants Medical Veritas International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz; and Sherri Kane pursuant to H.R.S. Section 667-33(b)(4);

2) On Defendants Leonard Horowitz and Sherri Kane's Counterclaim filed August 21, 2014 as to all claims including:

Count I, Slander of Title;

Count II, Quiet Title;

Count III, Unfair and Deceptive Acts and Practices;

Count IV, Malicious Prosecution in Criminal Contempt;

Count V, Abuse of Process Tort;

Count VI, Tort of Conversion/Theft in Conspiracy to Deprive Citizens' Rights and Properties;

Count VII, Tortious Interference with Consortium;

Count VIII, Tortious Interference with Prospective Business (Economic) Advantage;  
Count IX, Breaches of Two Contracts;  
Count X, Breach of Duty to Protect/Negligence/"Duty-Public Duty Doctrine" and/or  
"Failure to Enforce" Laws Including HRS §480-2 HRS §480D-3(2)(3)(6)(8)(11) and HRS  
§480D-4(a)(b);  
Count XI, Breach of Standard of Care/Malpractice;  
Count XII, Trespass to Chattels;  
Count XIII, Defamation;  
Count XIV, Criminal Negligence;  
Count XV, Gross Negligence;  
Count XVI, Intentional Infliction of Emotional Distress;  
Count XVII, Negligent Infliction of Emotional Distress;  
Count XVIII, Fraud and/or Misrepresentation;  
Count XIX, Comparative Negligence, Secondary Liability and/or Vicarious Liability; and  
Count XX, Civil RICO,

these claims are dismissed pursuant to the Order Granting Plaintiff's Motion to Dismiss  
Counterclaims, filed on March 27, 2015.

Any remaining claims or counterclaims not specifically addressed herein are dismissed  
with prejudice. This Final Judgment resolves all claims as to all parties in this action.

DATED: Kealahou, Hawaii, DEC 29 2015.

**RONALD IBARRA (SEAL)**

JUDGE OF THE ABOVE-ENTITLED COURT

FILED

cc: S. Whittaker, Esq. S. Kane  
M. Wille, Esq. L. Horowitz

2015 DEC 30 PM 4:27

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

JASON HESTER,

Plaintiff,

vs.

LEONARD G. HOROWITZ, ET AL.,

Defendants.

) Civil NO. 14-1-304  
)  
) NOTICE OF ENTRY OF JUDGMENT  
)  
) Judge Ronald Ibarra, Division 4  
)  
)  
)  
)  
)  
)

NOTICE OF ENTRY OF JUDGMENT

In accordance with the Hawai'i Rules of Civil Procedure, Rule 77(d), please note that the FINAL JUDGMENT has been entered in this case.

DATED: Kealahou, Hawaii, DEC 30 2015.

FRANCINE VICTOR (SEAL)

CLERK OF THE ABOVE-ENTITLED COURT

FILED

cc: Paul Sulla, Esq.  
John Carroll, Esq.  
Leonard George Horowitz

2015 JUN 19 AM 10:17

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAHARA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

JASON HESTER, OVERSEER THE  
OFFICE OF OVERSEER, A CORPORATE  
SOLE AND HIS SUCCESSORS,  
OVER/FOR THE POPULAR ASSEMBLY  
OF REVITALIZE, A GOSPEL OF  
BELIEVERS,

Plaintiff,

vs.

LEONARD GEORGE HOROWITZ,  
JACQUELINE LINDENBACH HOROWITZ<sup>1</sup>,  
AND THE ROYAL BLOODLINE OF DAVID,  
JOHN DOES 1-10, JANE DOES 1-10, DOE  
PARTNERSHIPS 1-10, DOE ENTITIES,  
DOE GOVERNMENTAL UNITS,

Defendants,

and

PHILIP MAISE

Intervenor.

LEONARD GEORGE HOROWITZ,  
JACQUELINE LINDENBACH HOROWITZ,  
AND THE ROYAL BLOODLINE OF DAVID,

Counterclaimants,

vs.

JASON HESTER, OVERSEER THE  
OFFICE OF OVERSEER, A CORPORATE

Civil No. 05-1-196

FOURTH AMENDED FINAL  
JUDGMENT

Jury Trial: February 12-14, 2008  
February 20-21, 2008

JUDGE RONALD IBARRA

<sup>1</sup> Jacqueline Lindenbach Horowitz, although noted in the caption, there are no claims alleged against her in the Complaint, she first appears as a claimant in Defendants Counterclaims filed July 6, 2006.

**Exhibit 2**

I hereby certify that this is a full, true and correct  
copy of the original on file in this office.

  
Clerk, Third Circuit Court, State of Hawaii

SOLE AND HIS SUCCESSORS, )  
 OVER/FOR THE POPULAR ASSEMBLY )  
 OF REVITALIZE, A GOSPEL OF )  
 BELIEVERS, )  
 )  
 Counterclaim Defendant. )  
 \_\_\_\_\_ )

#### FOURTH AMENDED FINAL JUDGMENT

This matter comes before the above-referenced Court pursuant to the Order Granting Motion to Dismiss Appeal for Lack of Appellate Jurisdiction, E-filed into CAAP-13-0003796 on January 29, 2014 by the Intermediate Court of Appeals (“ICA”). The ICA in its January 29, 2014 Order, decided the Third Amended Final Judgment does not satisfy the requirements for an appealable judgment under HRS § 641-1(a), HRCP Rule 58, or the holding in Jenkins v. Cades Schutte Fleming & Wright, Hawai’i 115, 119, 869 P.2d 1334, 1338 (1994).

On February 12, 2008 a jury trial in this matter commenced, finishing February 21, 2008. Pursuant to the Order Awarding Attorney’s Fees and Costs filed March 25, 2008; the Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure against all Defendants, filed April 2, 2008; the Order Granting Plaintiff’s Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant’s July 6, 2006 Counterclaim for Fraud and Misrepresentation, filed October 15, 2008; The Second Amended Final Judgment filed December 11, 2009; and The Third Amended Final Judgment filed September 12, 2013;

This Court Having fully reviewed the record and files herein, and for good cause shown;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. That Final Judgment on the Complaint for foreclosure filed June 15, 2005 is hereby entered pursuant to HRCP Rule 58 as follows:

a. As to the waste claims for unlicensed business activities and additions to the home or construction of buildings on the property, judgement is entered in favor of Defendants Leonard George Horowitz, and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

b. As to the claim for breach of contract/covenant for failure to keep property insurance, judgment is entered in favor of the Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants Leonard George Horowitz, and The Royal Bloodline of David.

c. As to the claims for conspiracy by Defendant Horowitz, Defendant Royal Bloodline of David and co-conspirator Intervenor Phillip Maise, to deprive Plaintiff of receipt of mortgage payments and defrauding plaintiff, judgment is entered in favor of the Defendant Leonard Horowitz, Defendant The Royal Bloodline of David, and Intervenor Phillip Maise and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

d. As to the claim for trespass to chattels based on destruction of Plaintiff [Lee's] trailer, judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants Leonard

George Horowitz, and The Royal Bloodline of David, and Judgment for damages of \$400.00 is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendant Leonard Horowitz and the Royal Bloodline of David.

e. As to the claim for fraud and misrepresentation against Defendant Leonard Horowitz and the Royal Bloodline of David for changing the DROA (deposit receipt offer and acceptance), judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants, Leonard George Horowitz, and The Royal Bloodline of David.

f. As to the claim for foreclosure, judgment is entered in favor of Defendants, Leonard George Horowitz, and The Royal Bloodline of David and against Plaintiff, Jason Hester Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers, but equitable relief was granted requiring Defendants to carry insurance.<sup>2</sup>

II. IT IS FURTHERED ORDERED that Final Judgment on the Defendants' Counterclaims filed July 6, 2006 is hereby entered pursuant to HRCP Rule 58 as follows:

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<sup>2</sup> Foreclosure was requested on the basis that Defendants committed waste on the property, failed to keep insurance on the property, conspiracy, trespass to chattels, and for fraud/misrepresentation, not because of default on the promissory note and mortgage. The equities involved with the timely payment, property improvements, balloon payment, and misleading statements by plaintiff, make foreclosure unjust. Foreclosure having been denied the request for a joint and several deficiency judgment was not necessary nor the appointment of a commissioner.

a. As to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, Counterclaims filed July 6, 2006, Claim A, for Misrepresentation and Fraud: Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David as Defendants/Counterclaimants. The Jury's award to the Defendants in the amount of \$200,000 is VACATED<sup>3</sup>.

b. As to the Defendants Counterclaim filed July 6, 2006, Claim B, for Abuse of Process and Malicious Prosecution, Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David.

III. IT IS FURTHERED ORDERED that Final Judgment is hereby entered pursuant to HRCP Rule 58 as follows;

a. Pursuant to the Order Awarding Attorney's Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight cents (\$907.98) for attorney fees and costs in favor of Defendants,

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<sup>3</sup> Pursuant to the Jury's verdict on February 21, 2008, the count for fraud and misrepresentation, judgment was entered in favor of the Defendants and against Plaintiff, but this relief was vacated by the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the issue of Defendants' July 6, 2006 Counterclaim for fraud and Misrepresentation filed October 15, 2008 and the Third Amended Final Judgment filed September 12, 2013, as a result, the \$200,000.00 award to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David was VACATED.

Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

This final judgment disposes of all claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties to be addressed in this action.

DATED: Kealahou, Hawai'i; \_\_\_\_\_

JUN 19 2015

/s/ Ronald Ibarra (seal)  
The Honorable Ronald Ibarra

<b>STATE OF HAWAII</b> CIRCUIT COURT OF THE THIRD CIRCUIT	<b>NOTICE OF ENTRY OF          JUDGMENT/ORDER</b>	CASE NUMBER  Civil No. 05-1-196
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <b>TO:</b> Leonard George Horowitz            13-3775 Kalapana Highway            Pahoa, HI 96778         </div> <div style="width: 30%;">           Paul J. Sulla, Jr. Esq.            P.O.Box 5258            Hilo, HI 96720         </div> <div style="width: 30%;">           John S. Carroll, Esq.            810 Richards St. Ste. 810            Honolulu, HI 96813         </div> </div>		POLICE REPORT NUMBER (IF APPLICABLE)
<b>PLAINTIFF</b> JASON HESTER, OVERSEER THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS	vs.	<b>DEFENDANT</b> LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ , AND THE ROYAL BLOODLINE OF DAVID
<div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> In accordance with the Hawai'i Rules of Civil Procedure, Rule 77(d), please note that the following judgment / order has been entered in this case:         </div> <div> <input type="checkbox"/> In accordance with the Hawai'i Rules of Penal Procedure, Rule 49(c), please note that the following judgment / order has been entered in this case:         </div> <p style="margin-top: 20px;"><b>FOURTH AMENDED FINAL JUDGMENT</b></p>		
BY ORDER OF THE COURT:		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> <b>FILED</b>  <b>2015 JUN 19 AM 10:17</b>  <b>L. KITAKA, CLERK</b>  <b>THIRD CIRCUIT COURT</b>  <b>STATE OF HAWAII</b> </div>
DATE <div style="font-size: 1.2em; font-family: cursive;">6/19/15</div>	CLERK 	



In accordance with the Americans with Disabilities Act and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Circuit Court Administration Office at PHONE NO. 961-7440, FAX 961-7416, or TTY 961-7525 at least ten (10) working days prior to your hearing or appointment date.

Reprographics (03/07) RevaComm 508 Certified

NOTICE OF ENTRY OF JUDGMENT/ORDER 3C-P-180

Exhibits Pg. No. 11

FILED

Stephen D. Whittaker, AAL (SBN #2191)  
73-1459 Kaloko Drive  
Kailua Kona, HI 96740  
Phone: 808-960-4536

Attorney for Plaintiff  
Jason Hester

2015 DEC 30 PM 4:45

*LANI NG*  
L. KITAKA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT  
STATE OF HAWAII

JASON HESTER, an individual,

Plaintiff/  
Defendant in  
Counterclaim

vs.

LEONARD G. HOROWITZ, an individual;  
SHERRI KANE, an individual;

Defendants/  
Plaintiffs in  
Counterclaim

and

MEDICAL VERITAS INTERNATIONAL,  
INC., a California nonprofit corporation; THE  
ROYAL BLOODLINE OF DAVID, a  
Washington Corporation Sole; JOHN DOES  
1-10; JANE DOES 1-10; DOE  
PARTNERSHIPS 1-10; DOE  
CORPORATIONS 1-10; DOE ENTITIES  
1-10 and DOE GOVERNMENTAL UNITS  
1-10,

Defendants.

CIVIL NO.: 14-1-0304  
(Other Civil Action)

**ORDER DENYING MOTION TO  
AMEND ANSWER AND JOIN  
INDISPENSIBLE PARTIES PAUL J.  
SULLA, JR. AND HERBERT M.  
RITKE**

**Trial Date: None**

**Hearing: February 13, 2015**

**Time: 1:00 p.m.**

**Judge: Hon. Elizabeth A.  
Strance**

**ORDER DENYING MOTION TO AMEND ANSWER AND JOIN INDISPENSIBLE  
PARTIES PAUL J. SULLA, JR. AND HERBERT M. RITKE**

Plaintiffs' MOTION TO AMEND ANSWER AND JOIN INDISPENSIBLE  
PARTIES PAUL J. SULLA, JR. AND HERBERT M. RITKE ("Motion to Amend/Join")

**Exhibit 3**

3

I hereby certify that this is a full, true and correct  
copy of the original on file in this office.

*[Signature]*  
Clerk, Third Circuit Court, State of Hawaii  
Exhibits Pg. No. 12

was filed January 26, 2015 by Defendants Leonard Horowitz and Sherri Kane, both appearing pro se. An Opposition to this motion was filed by Plaintiff on February 5, 2015. The Motion came for hearing on February 13, 2015 at 1:00 p.m. with attorney Stephen D. Whittaker appearing on behalf of Plaintiff Jason Hester who was present and Defendants Leonard Horowitz and Sherri Kane both appearing pro se.

The Court, having considered the oral arguments of the parties, the motion, declaration and exhibits attached to the motion, and Plaintiff's Opposition, being otherwise fully advised and finding good cause therefore, hereby finds as follows:

1. The Court DENIES the Motion to Amend/Join, adopting in total the arguments set forth in Plaintiff's Memorandum in Opposition to the motion that was submitted on behalf of Mr. Hester.

2. The Court is incorporating by reference the findings that it made in its Order granting Plaintiff's Motion to Dismiss Defendants' Counterclaims filed on September 18, 2014 by Defendants Leonard Horowitz and Sherri Kane and in light of that incorporation is finding that a number of the claims asserted are also futile in light of the expiration of the statute of limitations and other arguments made with respect to the original counterclaims.

3. While the Court gives some latitude to pro se parties, a pro se appearance does not equate to a license to file irresponsible pleadings and that is what the court is finding in this case, that the volume and the unintelligibility of the claims really amount to an abuse of the process.

GOOD CAUSE APPEARING THEREFORE, it is hereby ordered, adjudged and decreed that Plaintiffs' Motion is **DENIED** with prejudice as to the claims before the Court.

Dated: KEALAKEKUA, Hawaii on Dec. 29, 2015

**RONALD IBARRA (SEAL)**

\_\_\_\_\_  
JUDGE OF THE CIRCUIT COURT

**§419-8 Dissolution.** A corporation formed under this chapter may be dissolved, voluntarily or involuntarily, in the manner provided in part XIII of chapter 414D; provided that:

(1) In lieu of the certificate and vote therein required for a voluntary dissolution, the incumbent of the corporation sole shall execute, subscribe, and verify a declaration of dissolution which shall set forth the name of the corporation, the reason for its dissolution or winding up, and that the dissolution has been duly authorized by the church, to administer the affairs, property, and temporalities of which the corporation was organized, and the director of commerce and consumer affairs shall be satisfied that the dissolution has been duly authorized;

(2) In lieu of the certificate of an officer, director, or manager of the corporation, therein required for the involuntary dissolution of a corporation which has ceased to have any assets and has failed to function, the certificate may be made by any authorized officer of the church, to administer the affairs, property, and temporalities of which the corporation was organized;

(3) In lieu of the directors or managers of the corporation the incumbent shall be a trustee to wind up the corporation, unless some other person or persons are appointed as therein provided;

(4) The church, to administer the affairs, property, and temporalities of which the corporation was organized, shall stand in the place and stead of the stockholders, and may be represented in court by any authorized officer thereof or trustee acting in its behalf; the remaining assets shall be distributed to such church or to a trustee or trustees in its behalf, or in such other manner as may be decreed by the circuit court of the judicial circuit in which the dissolved corporation had its principal office at the date of dissolution; and the trustee or trustees in dissolution, the director, the attorney general, or any person connected with the church, may file a petition for the determination of the manner of distribution of the remaining assets, or for the appointment of a trustee or trustees to act in behalf of the church; and

(5) In lieu of the officers of the corporation the incumbent shall represent the corporation with respect to the required tax clearance. [L Sp 1941, c 58, pt of §1(6769C); RL 1945, §8408; RL 1955, §175-8; am L Sp 1959 2d, c 1, §15; am L 1963, c 114, §3; HRS §419-8; am L 1982, c 204, §8; am L 1983, c 124, §17; am L 1988, c 370, §2; am L 2002, c 40, §55]

[Previous](#)

[Vol08\\_Ch0401-0429](#)

[Next](#)

## Exhibit 4

**RCW 24.12.010****Corporations sole—Church and religious societies.**

Any person, being the bishop, overseer, or presiding elder of any church or religious denomination in this state, may, in conformity with the constitution, canons, rules, regulations, or discipline of such church or denomination, become a corporation sole, in the manner prescribed in this chapter, as nearly as may be; and, thereupon, said bishop, overseer, or presiding elder, as the case may be, together with his or her successors in office or position, by his or her official designation, shall be held and deemed to be a body corporate, with all the rights and powers prescribed in the case of corporations aggregate; and with all the privileges provided by law for religious corporations.

[2011 c 336 § 671; 1915 c 79 § 1; RRS § 3884.]

RCW 24.12.020: Corporate powers.

<http://app.leg.wa.gov/RCW/default.aspx?cite=24.12.020>

**RCW 24.12.020****Corporate powers.**

Every corporation sole shall, for the purpose of the trust, have power to contract in the same manner and to the same extent as a natural person, and may sue and be sued, and may defend in all courts and places, in all matters and proceedings whatever, and shall have authority to borrow money and give promissory notes therefor, and to secure the payment of the same by mortgage or other lien upon property, real and personal; to buy, sell, lease, mortgage and in every way deal in real and personal property in the same manner as a natural person may, and without the order of any court; to receive bequests and devises for its own use or upon trusts, to the same extent as natural persons may; and to appoint attorneys-in-fact.

[1915 c 79 § 2; RRS § 3885.]

<b>Exhibit 5</b>
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**§667-5 Foreclosure under power of sale; notice; affidavit after sale.** (a) When a power of sale is contained in a mortgage, and where the mortgagee, the mortgagee's successor in interest, or any person authorized by the power to act in the premises, desires to foreclose under power of sale upon breach of a condition of the mortgage, the mortgagee, successor, or person shall be represented by an attorney who is licensed to practice law in the State and is physically located in the State. The attorney shall:

(1) Give notice of the mortgagee's, successor's, or person's intention to foreclose the mortgage and of the sale of the mortgaged property, by publication of the notice once in each of three successive weeks (three publications), the last publication to be not less than fourteen days before the day of sale, in a newspaper having a general circulation in the county in which the mortgaged property lies; and

(2) Give any notices and do all acts as are authorized or required by the power contained in the mortgage.

(b) Copies of the notice required under subsection (a) shall be:

(1) Filed with the state director of taxation; and

(2) Posted on the premises not less than twenty-one days before the day of sale.

Checked with Hawaii Capitol website on 07-30-08. Includes changes as of 07-30-08. Use at your own risk. Page 4 of 22 pages

### **Hawaii Revised Statutes: Chapter 667 – Mortgage Foreclosures**

(c) Upon the request of any person entitled to notice pursuant to this section and sections 667-5.5 and 667-6, the attorney, the mortgagee, successor, or person represented by the attorney shall disclose to the requestor the following information:

(1) The amount to cure the default, together with the estimated amount of the foreclosing mortgagee's attorneys' fees and costs, and all other fees and costs estimated to be incurred by the foreclosing mortgagee related to the default prior to the auction within five business days of the request; and

(2) The sale price of the mortgaged property once auctioned.

(d) Any sale, of which notice has been given as aforesaid, may be postponed from time to time by public announcement made by the mortgagee or by some person acting on the mortgagee's behalf. Upon request made by any person who is entitled to notice pursuant to section 667-5.5 or 667-6, or this section, the mortgagee or person acting on the mortgagee's behalf shall provide the date and time of a postponed auction, or if the auction is cancelled, information that the auction was cancelled. The mortgagee within thirty days after selling the property in pursuance of the power, shall file a copy of the notice of sale and the mortgagee's affidavit, setting forth the mortgagee's acts in the premises fully and particularly, in the bureau of conveyances.

(e) The affidavit and copy of the notice shall be recorded and indexed by the registrar, in the manner provided in chapter 501 or 502, as the case may be.

(f) This section is inapplicable if the mortgagee is foreclosing as to personal property only. [L 1874, c 33, §1; am L 1907, c 59, §1; am L 1911, c 108, §1; am L 1915, c 121, §1; RL 1925, §2879; RL 1935, §4724; am L 1937, c 138, §1; am L 1945, c 121, §1; RL 1955, §336-5; am L 1967, c 256, §1; HRS §667-5; am L 1972, c 90, §9(e); 1981, c 138, §1]

**HRS § 667-5. Foreclosure under power of sale; notice; affidavit after sale.**

When a power of sale is contained in a mortgage, the mortgagee, or the mortgagee's successor in interest, or any person authorized by the power to act in the premises, may, upon a breach of the condition, give notice of the mortgagee's, successor's, or person's intention to foreclose the mortgage and of the sale of the mortgaged property, by publication of the notice once in each of three successive weeks (three publications), the last publication to be not less than fourteen days before the day of sale, in a newspaper having a general circulation in the county in which the mortgaged property lies; and also give such notices and do all such acts as are authorized or required by the power contained in the mortgage. Copies of the notice shall be filed with the state director of taxation and shall be posted on the premises not less than twenty-one days before the day of sale.

Any sale, of which notice has been given as aforesaid, may be postponed from time to time by public announcement made by the mortgagee or by some person acting on the mortgagee's behalf. The mortgagee shall, within thirty days after selling the property in pursuance of the power, file a copy of the notice of sale and the mortgagee's affidavit, setting forth the mortgagee's acts in the premises fully and particularly, in the bureau of conveyances.

The affidavit and copy of the notice shall be recorded and indexed by the registrar, in the manner provided in chapter 501 or 502, as the case may be.

This section is inapplicable if the mortgagee is foreclosing as to personal property only. [L 1874, c 33, § 1; am L 1907, c 59, § 1; am L 1911, c 108, § 1; am L 1915, c 121, § 1; RL 1925, § 2879; RL 1935, § 4724; am L 1937, c 138, § 1; RL 1945, § 12424; RL 1955, § 336-5; am L 1967, c 256, § 1; HRS § 667-5; am L 1972, c 90, § 9(e); am imp L 1984, c 90, § 1; am L 1989, c 20, § 5]

3LP09-1-000166

1 HRG 3CK4 CV  
**Calendar Date** 12-11-2009  
**Phase**  
**Description Disposition**  
PETITION FOR APPOINTMENT DND

Case Title: THE ESTATE OF CECIL LORAN LEE  
Div.: 3CK4 CV DATE: 12-11-2009 Time: 0107P Video No.: Minutes:=====

TIME: 1:07 PM

.  
STMT BY MR. SULA; SPECIAL APPEARANCE.  
BY COURT - NOTES NO OTHER PARTY IN THE  
COURTROOM IN THIS CASE.

.  
3 CALLS MADE AT 1:11 - NO RESPONSE.

.  
BY COURT - BACKGROUND REGARDING SPECIAL ADMINISTRATOR AND THAT COURT DECLINED APPOINTMENT AS SPECIAL  
ADMINISTRATION IN PRIOR HEARING.

Case Title: THE ESTATE OF CECIL LORAN LEE  
Div.: 3CK4 CV DATE: 12-11-2009 Time: 0107P Video No.: Minutes:=====

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ADMINISTRATION IN PRIOR HEARING.

Case Title: THE ESTATE OF CECIL LORAN LEE  
Div.: 3CK4 CV DATE: 12-11-2009 Time: 0107P Video No.:  
Minutes:.

Priority: 0 Audio No.:

BY SULA - STATEMENT REGARDING ASSETS KNOWN TO  
HIM THAT CECIL LEE DOESN'T OWN ANYMORE; DUE TO FORECLOSURE, NO JUDGMENT CAN BE ENFORCED AND MR. LEE IS  
CERTAINLY OUT OF IT.

.  
\*\*BY COURT - INASMUCH AS NO PARTY APPEARED IN  
THIS CASE, COURT DENIES PETITION FOR SPECIAL ADMINISTRATOR AND COURT WILL ISSUE ORDER.

**Exhibit 8**

FILED

**Margaret Wille #8522**  
Attorney at Law  
65-1316 Lihipali Road  
Kamuela, Hawaii 96743  
Tel: 808-854-6931  
[margaretwille@mac.com](mailto:margaretwille@mac.com)

2016 JAN 11 PM 4: 02

L. KITAKA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

Attorney for:  
Defendants/Counterclaimants  
Leonard G. Horowitz, Sherri Kane, and  
the Royal Bloodline of David

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT  
STATE OF HAWAII

JASON HESTER, an individual  
Plaintiff/Counterclaim  
Defendant

v.

LEONARD G. HOROWITZ,  
et. al.

Defendants/Counterclaimants

) CIV. NO. 14-1-0304  
) (Quiet Title)  
)  
) CERTIFICATE OF SERVICE  
) FOR  
)  
) DEFENDANTS' MOTION TO STAY  
) JUDGMENT PENDING DISPOSITION  
) OF DEFENDANTS' POST  
) JUDGMENT MOTIONS 1) DEFENDANTS'  
) RESUBMITTED MOTION TO STAY  
) JUDGMENT PENDING FINALITY IN  
) RELATED ACTION CIV. NO. 05-1-0196;  
) AND 2. DEFENDANTS' MOTION FOR  
) RECONSIDERATION AND  
) ALTERNATIVELY FOR A NEW  
) TRIAL, [HRCP RULE 59(a)]  
) MEMORANDUM IN SUPPORT;  
) DECLARATION OF ATTORNEY  
) MARGARET WILLE  
) and  
) DEFENDANTS' NOTICE OF  
) RESUBMISSION OF  
) DEFENDANTS' MOTION  
) FOR STAY PENDING FINALITY IN  
) RELATED ACTION CIV. NO. 05-1-0196  
) [HRCP RULE 62(b)] AND EXHIBIT 1  
) (Resubmitted Motion and associated documents)

) DEFENDANTS' MOTION FOR  
) RECONSIDERATION OR  
) ALTERNATIVELY FOR A NEW  
) TRIAL, [HRCF RULE 59(a)],  
) AFFIDAVIT OF LEONARD  
) HOROWITZ, DECLARATION  
) OF ATTORNEY MARGARET  
) WILLE , EXHIBITS 1-8  
)  
) NOTICE OF HEARING FOR THE  
) ABOVE CAPTIONED MOTIONS  
) AND ASSOCIATED FILINGS.  
)  
) JUDGE: Honorable Ronald Ibarra

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11<sup>th</sup> day of January , I served a true  
and correct copy of the above captioned documents, by the method described below to:

STEPHEN D. WHITTAKER

by US Mail, postage prepaid

Attorney at Law  
73-1459 Kaloko Drive  
Kailua Kona, HI 96740  
808-960-4536

*Attorney for Jason Hester/Gospel of Believers*

DATED: Waimea, HI, 96743 January 11, 2016

  
MARGARET WILLE, Attorney for Defendants

Jason Hester, Plaintiff v. Leonard G. Horowitz et al, Defendants; *CERTIFICATE OF SERVICE*