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U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII
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CLERK OF COURT

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF HAWAII

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

Plaintiffs,

vs.

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; STEPHEN
D. WHITTAKER, an individual;
STEWART TITLE GUARANTY
COMPANY; and DOES 1 through 50,
Inclusive
Defendants

) Bankruptcy Case No: 16-00239
) Adversarial Proc. No: 16-90015
) (Chapter 13)
)

) **MOTION FOR PRELIMINARY**
) **INJUNCTION AND EXTENDED STAY**
) **FOR VIOLATIONS OF 11 USC § 362 BY**
) **DEFENDANTS IN ADVERSARIAL**
) **PROCEEDING [FRBP Rule 7065; LBR**
) **4001-5; FRCP Rule 65]; AFFIDAVIT OF**
) **LEONARD G. HOROWITZ; EXHIBITS**
) **"1" THRU "18;" NOTICE OF HEARING;**
) **CERTIFICATE OF SERVICE**

) JUDGE:
) HONORABLE ROBERT J. FARIS

) BK TRUSTEE:
) HONORABLE HOWARD M.S. HU

Hearing Date: _____
Hearing Time: _____

**MOTION FOR PRELIMINARY INJUNCTION AND EXTENDED STAY FOR
VIOLATIONS OF 11 USC § 362 BY DEFENDANTS IN ADVERSARIAL PROCEEDING**

COMES NOW the captioned Plaintiffs Pro se, including Adversary Proceeding

“Creditor,” LEONARD GEORGE HOROWITZ (hereafter, “Plaintiffs”), filing this Motion for a Preliminary Injunction to enforce an automatic stay, and gain an extended stay, pursuant to FRBP Rule 7065; LBR 4001-5, and FRCP Rule 65; by reason of violations of 11 USC § 362; 42 USC § 1983; and 18 USC § 1962 by PAUL J. SULLA, JR. and co-counsel/co-defendant STEPHEN D. WHITTAKER—attorneys for “Creditor” Defendant JASON HESTER, (hereafter, “Defendants”)

I. CO-COUNSEL FOR ALLEGED “CREDITOR” JASON HESTER VIOLATED 11 USC 362 “AUTOMATIC STAY” PROVISIONS.

1. Plaintiff HOROWITZ filed Chapter 13 bankruptcy on March 9, 2016. The next morning, on March 10, 2016, the Clerk of the Court mailed Notice of Bankruptcy to the Defendants.

2. Similarly, on the Morning of Thursday, March 10, 2016, the Plaintiffs mailed Notices of the Bankruptcy to JASON HESTER’s two attorneys, both addressed on the Big Island, one-day mail service from Honolulu. (**Exhibit 1**)

3. Within hours of receiving said Notice, after 5PM HST on Friday, March 11, 2016, attorney SULLA filed a “Request for Fees and Costs” to further indebt HOROWITZ in the State’s Intermediate Court of Appeals in case No. CAAP-15-0000094; not only to collect a \$7,894.60 judgment in Civ. No. 14-1-0173, but to add nearly \$10,000 more in fees and costs based on a *forged* contract. (**Exhibit 2**)

4. More damaging, on Saturday night, March 12, 2016, Mr. SULLA served, or caused to be served with complicit co-counsel WHITTAKER, a *Writ of Ejectment*

upon the Plaintiff. (**Exhibit 3**) This Writ was taped to the front gate of the Plaintiff's Property around nightfall. This Writ was stamped by the lower court eleven (11) days earlier, on March 1, 2016; but *concealed* from the Plaintiffs and their lawyer, Margaret Wille, in efforts to: (a) delay the Plaintiffs filing of a timely Emergency Stay and appeal in Civ. No. 14-1-0304; (b) deprive the Plaintiffs of their due process rights to adjudicate on the merits and defend against wrongful foreclosure bearing on fraudulent transfers of the fully-paid Mortgage and Note and related malicious prosecution in Civ. No. 05-1-0196; (c) circumvent final judgment(s) denying foreclosure in that eleven-year (11) old case, Civ. No. 05-1-0196, that is the primary cause of HOROWITZ's bankruptcy owing to the costs of litigations administered by Mr. SULLA; and (d) to steal the Plaintiffs' real and personal properties "under color of law."

5. The Defendants' actions necessitated Plaintiffs' attorney Wille's letter to Judge Fujino of March 14, 2016, objecting to First Amendment violations stating "WHAT IS UP WITH DUE PROCESS PROCEDURES HERE?" (**Exhibit 4**) Ms. Wille was pressed to file a corresponding Motion for Emergency Stay and Memorandum to protect the Property from theft and mitigate further damage and severe mental and emotional distress to the Plaintiffs, at the cost of \$3,900 dollars more in attorneys fees. (**Exhibits 5 and 17**)

6. The Defendants' terrorization of the Plaintiff, and reckless disregard of laws, court rules, and malicious intent to financially damage and purposely distress the Plaintiffs is clearly and convincing evidenced by the aforementioned chain of records. (**Exhibits 1 thru 5**)

7. 11 USC Chapter 13 Bankruptcy Code § 362 provides an “Automatic stay” of State civil actions, stating in relevant part as follows:

a petition filed under section 301, 302, or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as a stay, applicable to all entities, of—

- (1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title;
- (2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before the commencement of the case under this title;
- (3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate;
- (4) any act to create, perfect, or enforce any lien against property of the estate;
- (5) any act to create, perfect, or enforce against property of the debtor any lien to the extent that such lien secures a claim that arose before the commencement of the case under this title;
- (6) any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the case under this title; . . .

8. Thus, attorneys SULLA and WHITTAKER (whose name is on the *Writ of Ejectment*) knew, or should have known, that Section 362 required all collection efforts to cease immediately upon the filing of the bankruptcy petition.

9. These lawyers knew, or should have known, from receiving their Notices, as attorney Wille likewise did on March 11, that the automatic stay is truly “automatic,” in that it took effect instantly upon the filing of the bankruptcy petition; was/is effective against the Plaintiff debtor¹, regardless of whether the parties were

¹ In re Shapiro, 124 B.R. 974, 981 (Bankr. E.D. Pa. 1991)

aware of the filing;² and that these Defendants, co-conspirators, including JASON HESTER, were liable for having acted in bad faith at their own peril.³

10. Summarily, attorney SULLA absolutely knew before filing his “Request for Fees and Costs” (**Exhibit 2**), that HOROWITZ had filed for bankruptcy, because the Clerk of the Bankruptcy Court in Honolulu, and the Plaintiffs too, had mailed the Defendants Notices of the bankruptcy filing on the early morning of March 10, 2016; and it only took one day for the Notices to be delivered to the Defendants, with timely delivery confirmed by the Plaintiffs’ attorney on the Big Island. The Notices were delivered on March 11, 2016, *hours before Mr. SULLA filed his Request for fees and costs at 5:25PM on Friday, March 11, 2016*—evidencing Attorney SULLA’s reckless violation of the automatic stay. And the following night, on Saturday, March 12, 2016, the Defendants served a *Writ of Ejectment* upon the Plaintiffs, causing HOROWITZ and others, including co-Plaintiff Sherri Kane, to be terrorized and severely distressed at the prospect of being ejected from their Property. The Plaintiffs were then forced to direct their Attorney, Margaret Wille, to respond to this abuse of process at an extra \$3,900 expense.

11. The Defendants have been damaged from SULLA’s aforementioned actions in attempted theft; and these two violations of § 362 also violated, inter alia, HRPC ethics Rules 3.3, 4.1(a)(b) and 8.4(a)(b)(c).⁴

² Epstein et al. at 78

³ Matter of Cortez, 16 B.R. 481 (W.D. Mo. 1981), aff’d 691 F.2d 390 (8th Cir. 1982) (a creditor acting in reliance on such an exception does so at its own peril).

II. DEFENDANTS' VIOLATION OF § 362 EVIDENCES AND COMPOUNDS A PATTERN OF WHITE COLLAR ORGANIZED CRIME MATERIAL TO THIS CORE PROCEEDING AND CLAIM OF RACKETEERING.

1. This bankruptcy derives mainly from Mr. SULLA having illegally converted the title to the Plaintiff's Property⁵ through a series of fraudulent transfers to a sham "religious" trust formed by forgery, involving shill-trustee complicit-party and "Overseer" of the GOSPEL "church," JASON HESTER.

2. Defendant SULLA's violation of § 362 by his untimely filing in bad faith of "REQUEST AND DECLARATION OF COUNSEL FOR ATTORNEYS' FEES AND COSTS" requesting nearly \$10,000.00 more in debt derives from SULLA's verified "Appendix C"—an alleged contract between the lawyer and his son, Paul J. Sulla, III, that contains *two forged signatures*, extending Mr. SULLA's long pattern of committing forgeries and fraudulent filings with the State and courts detailed and evidenced as follows.

3. Mr. SULLA's pattern of forgeries for real property conversions was unearthed by the Plaintiffs in State records as detailed below and exhibited herein, beginning with clear and convincing evidence of forgery in this instant case on

⁴ In *United States v. DeLeon*, Civil Action No. 3:96-1662-0 (D.S.C. Aug. 21, 1997), the district court affirmed a bankruptcy court's ruling that DVA willfully violated the automatic stay merely by sending three computer-generated collection letters, after the debtors' notice of bankruptcy was inadvertently lost within the agency. While the court only awarded each spousal debtor \$250 in nominal damages, it also awarded attorney fees of \$1,500 (*i.e.*, 300% of the alleged damages) pursuant to section 362(h).

⁵ The subject Property is located at 13-3775 Pahoa-Kalapana Road in Pahoa, HI, and the Plaintiff has been in continuous possession since 2004, by right of Warranty Deed dated January 15, 2004, Hawaii Bureau of Conveyances Recorded Doc. No. 2004-014440. (Exhibit 6)

page 3 of Mr. SULLA's "ATTORNEY-CLIENT AGREEMENT" (i.e., "Appendix 'C'" [in **Exhibit 2**]). Mr. SULLA's "condition of mind" reflecting bad faith is demonstrated by this father, SULLA senior, purportedly charging his son, SULLA, III, for legal work arising from the father's theft scheme that converted the Plaintiff's Property title by fraudulent transfers and additional forgeries.⁶

4. **Exhibit 2**'s "Appendix C" contains two signatures by purportedly SULLA, III that are *clearly and convincingly very different* from the son's signature in **Exhibit 8**. There, SULLA, III, signed his name to a valuable property on a deed transfer directed by his father, SULLA, JR., using multiple sham parties and entities as detailed below.

5. **Exhibit 8** is a copy of this "4.760 acre" "Condominium Deed" filed by SULLA, JR. (on March 5, 2004) on behalf of SULLA, III; granting the property brought to market by SULLA, JR., but *conveyed at least four times as recorded* by Hawaii Bureau of Conveyances ["BoC"] in Doc. No. 2004-046836. The first conveyance was from SULLA, JR.'s business partner, W. Augustuz Elliot, (as shown on page 3 of **Exhibit 8**). Mr. Elliot is a real estate agent and "Trustee of Kaohimaunu Ventures u/d/t" formed on December 1, 1988. SULLA, JR. and Mr. Elliot conveyed SULLA, III's property through the "Kaohimaunu Limited Partnership" on Sept. 22,

⁶ This matter of debt arises from the Plaintiff having acted under his public duty as a whistleblower defending his property rights after State and county law enforcers repeatedly neglected the Plaintiffs' complaints, intelligence, and their duties. Officials' neglected duty to protect the Plaintiffs and their properties resulted in the Plaintiff's filing of a non-consensual lien against the properties known to be associated with SULLA, JR.'s alleged racketeering enterprise that features a series of sham trusts and/or trustees through which Mr. SULLA converted the Plaintiff's Property title. (**Exhibit 7**)

1995, as shown (in reference to BoC Doc. No. 95-130038). Above SULLA, III's signature on this "Condominium Deed" conveyance (Exhibits page 53) is the *signature of "Robert L. Powers"*—the purported "Trustee of the Kaohimaunu Management Trust" (dated June 21, 1995). The problem is, *this signature too was forged*, as proven by comparing signatures on **Exhibits 8 and 9**.

6. **Exhibit 9** shows an entirely different signature for "Mr. Powers," neighboring the purported signature of "Harold T. White." Comparing Mr. Powers signature on the Condominium Deed versus this Department of Commerce and Consumer Affairs ("DCCA") filing by the "Kaohimaunu Limited Partnership" evidences, again, *grossly different signatures*. In fact, the signatory grossly misspelled "Robert L. Powers" as "Robert L. Powes"—prima facie evidence of the Class C felony of forgery (in the second degree, according to HRS § 708-852). This shows that the "Kaohimaunu Limited Partnership" that Mr. SULLA formed, and administered through the condominium conveyance to his "client," clearly misspelled the "Powers" name as "Powes." The pen clearly went over that forged signature at least twice.

7. And that only introduces SULLA, JR.'s outrageous pattern of forging signatures on legal documents. **Exhibit 10** shows SULLA, JR. as the initial "General Partner" in the alleged racketeering enterprise that included as Trustee of Kaohimaunu Management Trust the "Limited Partner" W. Augustuz Elliot, Trustee of Kaohimaunu Ventures (formed in 1988); serving Notice to the DCCA of their Partnership on June

26, 1995, and then, on the same day (June 26, 1995; as shown in **Exhibits 10 and 11**) SULLA signed a "Certificate of Amendment of Limited Partnership" removing himself as the "General Partner" and substituting "Harold T. White" as "Successor Trustee of Kaohimaunu Management Trust." And this document, not filed until more than four (4) months later, on November 1, 1995, contains the forged signature of "Harold T. White," very apparently committed by Attorney SULLA.

8. The forgery of "Harold T. White" by SULLA is evidenced by the extremely unique characteristic by which the lawyer customarily hand-writes his capital "H" letter. Here, in **Exhibits 11 and 12**, the "H" in "Harold" contains *what appears to be the letter "A."*⁷ **Exhibit 12** shows the extraordinary manner in which SULLA, JR. pens his "Hs" similarly in the phrase "Hilo HI." Here, both "Hs" are shown to contain Mr. SULLA's characteristic "A" with two nearly identical "As" written within the "Hs" in "Hilo HI."

9. This pattern of SULLA JR.'s forgeries of SULLA, III's, White's, and Powers' signatures on the exhibited commercial transfer instruments, and the misspelling of the "Powes" signature, provides more than a preponderance of evidence of crime and false filings with the State and Court(s) for tax evasion and property conversions; precisely as SULLA, JR. did to damage the Plaintiffs, to steal Plaintiffs' real and personal properties.

⁷ (The handwritten word "TRUSTEE" in this document appears to be an afterthought produced by a different signer, since the word "TRUSTEE" slants left, consistent with SULLA, JR.'s penmanship, contrary to the forged signature of White.)

10. But the Honorable Court cannot take the Plaintiffs' word as gospel, because the Plaintiffs are not forensic document and handwriting experts. This is why the Plaintiffs hired Beth Chrisman, who is an expert in these matters. Ms. Chrisman swore to her corroborating determinations and conclusions that SULLA committed forgeries. Ms. Chrisman's verified analysis and determinations are attached as **Exhibits 13 and 14**.

11. **Exhibit 13** shows Chrisman's sworn Declaration that the signature of "RDUM" on another set of terrorizing ejectment Notices (allegedly served for Mr. HESTER), was not penned by process server Robert Dukat as SULLA and Dukat verified, but instead was forged by SULLA to eject the Plaintiffs from the Property. Chrisman concluded the double determination that: 1) it was "probable" that SULLA signed "RDUM;" and (2) there was a "strong probability" that Dukat, *did not sign* "RDUM", both contrary to SULLA's sworn pleadings in Civ. No. 12-1-0417.

12. Even stronger evidence of forgery and securities fraud to steal the subject Property was verified by Chrisman in **Exhibit 14** confirming *two more* SULLA, JR. administered fake signatures; this time of Seller Cecil Loran Lee. The facts indicate that while Mr. Lee was dying of cancer in Arizona, Mr. SULLA forged at least one, and more likely two signatures of Seller Lee's on pages 6 and 8 of the Articles of Incorporation to form a sham "religious" trust that SULLA used to foreclose non-judicially (and wrongfully) on the Plaintiff's Property.

13. And SULLA, JR. did these forgeries and fraudulent transfers in contempt of Ibarra Court final judgments in Civ. No. 05-1-0196 that denied foreclosure (since HOROWITZ made all required payments timely, and developed substantial equity in the Property. (**Exhibit 6**) Yet, SULLA relentlessly and maliciously acted to steal the Property).⁸

14. Incredibly, after eleven years in eight litigations involving the same Property, the same series of transactions, and the same parties (or their privities), no judge has ever adjudicated these matters of corruption. Mr. SULLA has been able to evade a trial and get away with this extensive pattern of forgery, foreclosure fraud, and fraudulent transfers of deeds for property theft and tax evasion through his enterprise involving other lawyers, multiple notaries, and process servers.

15. Under 42 USC 1983, equal rights are to be afforded the victims of Mr. SULLA's crimes--the Plaintiffs--as with attorneys who dutifully report similar violations of laws and rules governing justice pursuant to the HRPC, Rule 8.4(b)(c) and 8.3(a), or that any honorable judge must do similarly under HRCJC 2.15(b).

16. Remedies exist, along with a court's inherent power to secure justice, including summoning law enforcement, whenever justice requires. *See Roadway Express, Inc. v. Piper*, 447 U.S. 752, 766, 100 S.Ct. 2455, 2464, 65 L.Ed.2d 488 (1980).

⁸ An additional set of alleged forgeries are contained in SULLA, JR.'s manufactured falsely-warranted Mortgage and Note Assignments central to the fraudulent transfer of the Appellant's properties by SULLA using the sham trust incorporation that included two more forgeries of the deceased Seller's signatures on pages 6 and 8 (in the clearly "altered" Articles of Incorporation of the "Foreclosing Mortgagee"). SULLA, JR. took advantage of Seller Lee dying without leaving a will; and acted without any court authorization or contract to administer the decedent's probate estate.

17. In this case, the Honorable Court can bring Mr. SULLA to justice and relieve more than the Plaintiff's financial burdens from attempted Property theft. Many families in Mr. SULLA's community have been similarly damaged by SULLA's forgeries, fraud, malicious prosecutions and racketeering enterprise. The Plaintiffs have gathered multiple affidavits from SULLA's "church-goers" alleging illegal drug manufacturing and trafficking. One affidavit (**Exhibit 15**) has come from one of SULLA's drug makers who manufactured the Schedule 1 narcotic hallucinogen dimethyltryptamine ("DMT") for "religious" rituals. Several other complainants who provided the Plaintiffs with affidavits described activities in Mr. SULLA's "Big Island Ayahuasca Church" that violate the restrictions established by the Supreme Court of the United States' in *Gonzales v. O Centro Espirita Beneficente Uniao Do Vegetal et al.*, 546 U.S. 418 (2006) for "Church of Santo Daime" officials such as Mr. SULLA and his son claim to be.

III. INJUNCTIVE RELIEF AND EXTENDED STAY IS JUSTIFIED UNDER THE CIRCUMSTANCES.

1. *In re Family Health Services, Inc.*, 105 BR 937 - Bankr. Court, CD

California 1989, preliminary injunctions tests were discussed thusly:

In order for the Court to enjoin a creditor's action against a co-debtor or guarantor, the debtor must show: 1) irreparable harm to the bankruptcy estate if the **injunction** does not issue; 2) strong likelihood of success on the merits; and 3) no harm or minimal harm to the other party or parties. *In Re Otero Mills, Inc.*, 25 Bankr. 1018, 1021 (Bankr.N.M.1982). *In Re Larmar Estates, Inc.*, 5 Bankr. 328, 331 (Bankr.E.D.N.Y.1980); In *Otero Mills* and *Larmar* the courts determined that "likelihood of success on the merits" equates to the probability of a successful plan of reorganization. *Otero Mills*, 25 Bankr. at 1021; *Larmar*, 5 Bankr. at 331.

A. Irreparable Harm if the Injunction Does not Issue.

1. Without extended injunctive relief, the Plaintiffs' plan for reorganization will not succeed; whereas with the injunction and extended stay for the duration of the adversarial proceeding, the Chapter 13 recovery plan will succeed. In this instant case, the estate's viability and commercial success depends on the Plaintiffs, estate managers, and caretakers, who are all being irreparably harmed, and will continue to be irreparably harmed if the injunction does not issue. This is because the Plaintiffs and their support staff are suffering severe emotional and mental distress on the religious estate. These parties, knowing that Mr. SULLA is a "king pin" in a racketeering enterprise, with his cronies regularly threatening and defouling the estate with litter, fear for their lives whenever gun shots are fired by nearby "pig hunters;" or when threats are posted as shown in Exhibits 3 and 12 (Exhibits pages 68-70). Plaintiff Kane has already suffered two heart attacks proximal to the severe distress caused by Mr. SULLA and his cohorts spreading anti-Semitic defamation throughout the Puna community and on the Internet in association with Mr. SULLA's "expert witness" in Civ. No. 12-1-0417 -- Alma C. Ott. Mr. SULLA's association with Ott was confirmed by SULLA's pre-trial filing in that case of *Sulla, Jr. and Sulla, III v. Horowitz and Kane*. There the Plaintiffs finally prevailed following three years of fighting SULLA's SLAPP lawsuit. The constant terrorism and repeated defamation, harassments, littering of the property, and threats of ejectment constantly cause care takers and estate managers to flee. One such victim made to leave the estate was manager Todd Swain, whose Affidavit is presented in **Exhibit 16**. The uncertainty of title and ownership has made it impossible to commercialize the estate to any reasonable degree, or attract

investors and commercial partnerships. The Defendants' constant threats and unlawful debt collection practices prohibit the Plaintiffs, community, guests, caretakers, and managers from enjoying the spa Property. The conspiracy to deprive the Plaintiffs' rights and property even makes it impossible for the Plaintiffs to contract with utility companies to install solar energy systems to reduce costs. Consequently, irreparable harm to the bankruptcy estate will compound if the injunction and extended stay does not issue.

B. There is a strong likelihood of success on the merits.

1. This Motion and Complaint presents clear-and-convincing evidence that the Defendants have unlawfully deprived the Plaintiffs of their rights and Property through forgeries, fraudulent real estate deed transfers, and fraudulent debt collection practices involving sham trusts and trustees, including HESTER, the sham Gospel of Believer's "church," and Mr. SULLA's Ecclectic Center "Ayahuasca" enterprise. The Plaintiffs' Adversary Proceeding Complaint (16-90015) provides far more evidence providing a strong likelihood of success on the merits.

C. No harm or minimal harm to the other party.

1. The Plaintiffs have been in possession of the Property, paid the note off, and held the Warranty Deed since 2004. (**Exhibit 6**) The Plaintiffs invested \$550,000 in purchasing the Property, and paid in full the Mortgage and Notes by February 27, 2009. The Plaintiffs improved the property by personally investing more than a half-million dollars, and then spent approximately \$5,000/month

maintaining and securing the estate for eleven (11) years; whereas HESTER, who has never set foot on the Property, never paid any money for the Property, and as SULLA's shill alleges "ownership" as the "title holder" without proper standing. HESTER's "standing" derives exclusively from SULLA's forgeries and fraudulent transfers of security instruments and deeds. HESTER has no standing to make any claim of debt, or claim to the Property. Multiple process servers cannot even find HESTER to serve him legal papers. Thus, the balance of hardship slams full-force upon the Plaintiffs; especially since the only harm to the Defendants derive from upholding laws, preventing theft, and having them prove the specious merits of their claims of debt and Property "ownership."

2. The Ninth Circuit added to the standard test to evaluate claims for **preliminary** injunctive relief that "a **preliminary injunction** is in the public interest." *F.T.C. v. Evans Products Co.*, 775 F.2d 1084, 1088-89 (9th Cir.1985). By extending the stay and enjoining the Defendants from the aforementioned torts and crimes, the Plaintiffs will be able to open the gates to the one-of-a-kind geothermal estate, advertise the healing spa, invite the public, tourists, and guests to visit and contribute to what was first envisioned in 2004 to be a wonderful blessing for everyone in the Plaintiffs' ministry and community—a vision and plan that has been blocked exclusively by the Defendants' malicious prosecutions and criminal deeds ever since.⁹

⁹ It should be noted that Mr. SULLA established a competing health spa, agricultural, and educational facility approximately 2 miles from the Plaintiffs' Property, that has competed commercially and unfairly against the Plaintiffs since 2009. This can be known by **Exhibit 17**. In essence, Mr. SULLA has had his eye on acquiring the Plaintiffs' Property by hook-or-by-crook for years; and without injunctive relief, the Plaintiffs will continue to suffer irreparable harm and financial damages.

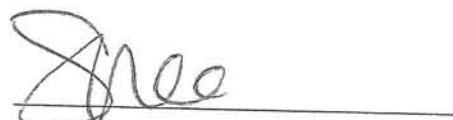
IV. Conclusion and Relief Requested

The Plaintiffs plead to enforce an automatic stay, violated under 11 USC § 362 by the Defendants on March 11-12, 2016, causing the Plaintiffs severe distress and 13 hours of attorneys fees at a cost of \$3,900. (**Exhibit 18**) The violation by Defendant SULLA included a bad faith filing of a purported contract that contains two forged signatures of the contractee (SULLA, III) that compounds a long pattern of forgeries committed by attorney SULLA to defraud the Plaintiffs, the State, and several courts through which the Plaintiffs have been maliciously prosecuted and damaged for many years. The Plaintiffs have pled and evidenced the four elements justifying the Court's granting of a preliminary injunction that includes benefiting the public interest. The Plaintiffs pray for an extended stay for the duration of the Adversary Proceeding. Compensatory damages covering attorney's fees of \$3,900 are requested at this time for the § 362 violations. Additional punitive damages are also requested, as provided in U.S. v. DeLeon, Civil Action No. 3:96-1662-0 (D.S.C. Aug. 21, 1997) pursuant to 362(h).

RESPECTFULLY SUBMITTED,

DATED, Honolulu, HI: March 18, 2016


LEONARD G. HOROWITZ, pro se


SHERRI KANE, pro se

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

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

Plaintiffs,
vs.

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; STEPHEN
D. WHITTAKER, an individual; and DOES
1 through 50, Inclusive
Defendants

) BK NO. 16-00239
) (Chapter 13)
) BK NO. 16-90015
) (Adversary Proceeding:
) 15 U.S.C. § 1692(e), et. seq.;
) 42 U.S.C. § 1981(a)(b)(c))

**AFFIDAVIT OF LEONARD G.
HOROWITZ, PURSUANT TO MOTION
FOR PRELIMINARY INJUNCTION AND
EXTENDED STAY FOR VIOLATIONS OF
11 USC § 362 BY DEFENDANTS IN
ADVERSARIAL PROCEEDING**

**AFFIDAVIT OF LEONARD G. HOROWITZ, PURSUANT TO MOTION FOR
PRELIMINARY INJUNCTION AND EXTENDED STAY FOR VIOLATIONS OF 11 USC
§ 362 BY DEFENDANTS IN ADVERSARIAL PROCEEDING**

STATE OF HAWAII)
COUNTY OF HAWAII) SS:
United States of America)

I LEONARD G. HOROWITZ, 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.

2. I am a citizen of the United States, previously domiciled in California prior to the events described herein, and now a resident of Hawaii.

3. Individually, I am a co-Plaintiff in the above referenced case.

4. I also represent the ecclesiastical entity, The Royal Bloodline of David {"RBOD"}, a Corporation Sole, as its only member, which entity was incorporated in the State of Washington on October 31, 2001 and was dissolved on September 17, 2012, due exclusively to insolvency and damages caused most proximally by the actions of Defendant Paul J. Sulla, Jr. and his associate on the mainland, Alma C. Ott, as detailed in the Adversary Proceeding Complaint in this case and related federal case CV 15-00186JMS-BMK in which I have obtained a default judgment against Mr. Ott.

I attest under pains and penalties of perjury that the following statements are true to the best of my knowledge:

5. Sherri Kane and I are the successors in interest to RBOD's interest in the subject property TMK: 3/1-3-001-049/043, located at 13-3775 Paho-Kalapana Road in Paho Hawaii 96778 pursuant to the conveyance of RBOD interests by quitclaim deed dated July 11, 2012, recorded in the Bureau of Conveyances on July 11, 2012 in Doc. No. A-4570676.

6. The statements in the accompanying "MOTION FOR PRELIMINARY INJUNCTION AND EXTENDED STAY FOR VIOLATIONS OF 11 USC § 362 BY DEFENDANTS IN ADVERSARIAL PROCEEDING" contain true and correct statements to the best of my knowledge and belief.

7. Exhibits 1-17 referenced in the accompanying Motion are true and correct copies of the originals in my possession prepared for discovery and evidence.

8. I have filed this bankruptcy in good faith, have demonstrated a forty-year good credit history, am capable of, and have a plan for, resuming and expanding successful businesses providing that the burdens and “false debt” generated by the Defendants’ are lifted from my life.

9. The irreparable harm being done to me, Ms. Kane, and others associated with managing, maintaining, and securing the estate, that features the spa Property, is real and extensive as detailed in the Motion, and in **Exhibit 15**--the Affidavit provided by Todd Swain; and that Mr. Swain recently left his managerial position on the estate due to this severe distress and compounding irreparable harm that is similarly accruing to me, Ms. Kane, and anyone else living on the Property.

10. I further attest under pains and penalties of perjury that immediate and irreparable injury will compound, as in Mr. Swain’s case, and in Ms. Kane’s case. Ms. Kane has suffered two heart attacks already from the severe emotional distress caused by Sulla and Ott, compounding as we face ejectment and/or loss of the Property to these criminals. This injustice is sickening—and continued distress and financial damage will accrue to me, Ms. Kane, and many others, from not being able to commercialize the Property to help us get out of debt. We need to be able to afford to maintain and secure the Property, and with legal fees smothering us, and without being able to commercialize the Property, we have reached a breaking point.

11. I further verify that on March 17, 2016, I received word from process server Krysty Kaneda in Hilo, that all the human Defendants--Mr. Sulla, Whittaker, and Hester--were all served upon Mr. Sulla following repeated attempts by Mr. Whittaker and Mr. Sulla to evade services, as had been experienced previously by process server Gregg M. Sakihara on May 28, 2015 and again on September 11, 2015 for CV 15-00186JMS-BMK. From the affidavits of the process servers it is certain that Mr. Hester’s co-counsel in ongoing or pending State actions, Civ. No. 05-1-0196 and Civ. No. 14-1-0304, have been evading service and responsibility for Sulla’s shill—Jason Hester—and his malicious prosecutions and illegal actions.

12. Exhibit 17 is a true and correct copy of the bill for attorneys fees that I received from Margaret Wille; showing thirteen (13) hours of “emergency” services required to respond to our absolute panic over the possibility that the Sheriff might come any minute to execute the Writ of Ejectment that was posted on my front gate on March 12, 2016 in violation of § 362.

13. I pray for relief from compounding damages and irreparable harm by the Honorable Court granting of a preliminary injunction and extended stay to final disposition on the merits of this case.

14. I also pray for compensation for Ms. Wille's \$3,900 in attorneys fees (or damages); plus punitive damages customarily provided for violations of § 362, and for any other relief the Court may grant, including referring Mr. Sulla's criminal actions to the "proper authorities," that I believe should be the U.S. Attorney's office, the Treasury Dept., and/or the FBI (that I have reason to believe may already be investigating Mr. Sulla for myriad felonies).

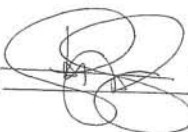
15. I also verify that I, and Sherri Kane, are victims of Mr. Sulla's racketeering enterprise, and that to my knowledge a grand jury investigation into these matters has been authorized by the Honorable Judge J. Michael Seabright, as part of a larger investigation of corruption damaging many other citizens in the State of Hawaii and the mainland U.S.

Further affiant sayeth not. Dated: March 17, 2016


Leonard G. Horowitz

On this 17th day of March, 2016, 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
17th day of March, 2016

 State of Hawaii city & county (SEAL)
Ashley Lucas a.n.p. of Honolulu

Notary Public in and for Hawaii

My commission expires: APR 05 2019


Notary Signature



Total number of pages: 25

Doc. Date: 3/17/16 # Pages: 25
Name: Ashley Lucas 1 Circuit
Doc. Description: Affidavit of Leonard G. Horowitz
pursuant to motion for preliminary injunction + extended stay
for violations of 11 USC 302 & 303 in adversarial proceeding
Notary Signature Date 3-17-16



AFFIX SEAL HERE

LEONARD G. HOROWITZ, Pro se
and SHERRI KANE, Pro se
13-3775 Pahoa-Kalapana Road
Pahoa, HI 96778
Email: editor@medicalveritas.org
808-965-2112

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

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

Plaintiffs,

vs.

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; STEPHEN
D. WHITTAKER, an individual;
STEWART TITLE GUARANTY
COMPANY; and DOES 1 through 50,
Inclusive
Defendants

) Bankruptcy Case No: 16-00239
) Adversarial Proc. No: 16-90015
) (Chapter 13)
)

NOTICE OF HEARING

JUDGE:
HONORABLE ROBERT J. FARIS

BK TRUSTEE:
HONORABLE HOWARD M.S. HU

NOTICE OF HEARING

TO:

PAUL J. SULLA, JR #5398

Attorney at Law
106 Kamehameha Avenue, Ste. 2A
Hilo, HI 96720
808-933-3600
psulla@aloha.net
*attorney for JASON HESTER and
REVITALIZE, GOSPEL OF BELIEVERS*

STEPHEN D. WHITTAKER #2191

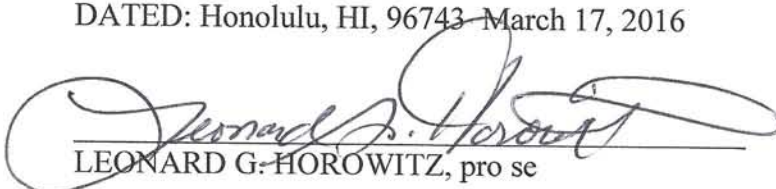
Attorney at Law
73-1459 Kaloko Drive
Kailua Kona, HI 96740
808-960-4536
*attorney for JASON HESTER and
REVITALIZE, GOSPEL OF BELIEVERS*

JASON HESTER

Through his attorney of record,
STEPHEN D. WHITTAKER
Attorney at Law
73-1459 Kaloko Drive
Kailua Kona, HI 96740
808-960-4536
*attorney for JASON HESTER and
REVITALIZE, GOSPEL OF BELIEVERS*

YOU ARE HEREBY NOTIFIED that the undersigned has filed with the above-captioned court the MOTION FOR PRELIMINARY INJUNCTION AND EXTENDED STAY FOR VIOLATIONS OF 11 USC § 362 BY DEFENDANTS IN ADVERSARIAL PROCEEDING with associated filings; and this is a hearing motion scheduled for _____ at _____ (a.m./p.m.) at the United States Bankruptcy Court for the District of Hawaii. Pursuant to Hawaii Rules of Circuit Courts Rule 7(b) any response to this motion should be made by application to the court in writing, "shall state with particularity the grounds therefor, and shall set forth the relief or order sought" in accordance with federal motions practice.

DATED: Honolulu, HI, 96743 March 17, 2016


LEONARD G. HOROWITZ, pro se

I HEREBY CERTIFY that on this 18th day of March, 2016, I served a true and correct copy of the foregoing
MOTION FOR PRELIMINARY INJUNCTION AND EXTENDED STAY
FOR VIOLATIONS OF 11 USC § 362 BY DEFENDANTS IN ADVERSARIAL
PROCEEDING by hand or U.S. Mail to the following parties:

JASON HESTER

c/o **STEPHEN D. WHITTAKER #2191**

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

PAUL J. SULLA, JR #5398

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psulla@aloha.net
*attorney for JASON HESTER and
REVITALIZE, GOSPEL OF BELIEVERS*

STEPHEN D. WHITTAKER #2191

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*attorney for JASON HESTER and
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STEPHEN D. WHITTAKER #2191

Attorney at Law
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Kailua Kona, HI 96740
808-960-4536

HONORABLE BANKRUPTCY TRUSTEE

HOWARD M.S. HU

1132 Bishop Street, Suite 301
Honolulu, HI 9683
808-526-3083

HONORABLE BANKRUPTCY JUDGE


ROBERT J. FARIS

1132 Bishop Street, Suite 301
Honolulu, HI 9683
808-526-3083

Respectfully submitted,

/s/ Leonard G. Horowitz

Dated: Pahoa, HI, 96778 March 18, 2016



LEONARD G. HOROWITZ, Pro se
and SHERRI KANE, Pro se
13-3775 Pahoa-Kalapana Road
Pahoa, HI 96778
Email: editor@medicalveritas.org
808-965-2112

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

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

Plaintiffs,

vs.

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; STEPHEN
D. WHITTAKER, an individual;
STEWART TITLE GUARANTY
COMPANY; and DOES 1 through 50,
Inclusive

Defendants

) Bankruptcy Case No: 16-00239
) Adversarial Proc. No: 16-90015
) (Chapter 13)

CERTIFICATE OF SERVICE

JUDGE:
HONORABLE ROBERT J. FARIS

BK TRUSTEE:
HONORABLE HOWARD M.S. HU

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of March, 2016, I served a true and correct copy of the foregoing NOTICE OF HEARING on MOTION FOR PRELIMINARY INJUNCTION AND EXTENDED STAY FOR VIOLATIONS OF 11 USC § 362 BY DEFENDANTS IN ADVERSARIAL PROCEEDING by hand or U.S. Mail to the following parties:

JASON HESTER

c/o **STEPHEN D. WHITTAKER #2191**

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

PAUL J. SULLA, JR #5398

Attorney at Law
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psulla@aloha.net
*attorney for JASON HESTER and
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STEPHEN D. WHITTAKER #2191

Attorney at Law
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Kailua Kona, HI 96740
808-960-4536
*attorney for JASON HESTER and
REVITALIZE, GOSPEL OF BELIEVERS*

STEPHEN D. WHITTAKER #2191

Attorney at Law
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Kailua Kona, HI 96740
808-960-4536

HONORABLE BANKRUPTCY TRUSTEE

HOWARD M.S. HU

1132 Bishop Street, Suite 301
Honolulu, HI 9683
808-526-3083

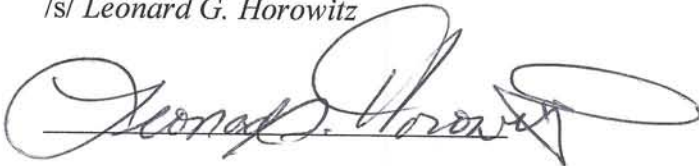
HONORABLE BANKRUPTCY JUDGE

ROBERT J. FARIS

1132 Bishop Street, Suite 301
Honolulu, HI 9683
808-526-3083

Respectfully submitted,

/s/ Leonard G. Horowitz



Dated: Pahoa, HI, 96778 March 18, 2016

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Ex. A

LEONARD G. HOROWITZ, Pro se
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Pahoa, HI 96778
Email: editor@medicalveritas.org
808-965-2112

FIRST CIRCUIT COURT
STATE OF HAWAII
FILED

2016 MAR 10 PM 2:37

F. OTAKE
EX OFFICIO CLERK

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

JASON HESTER, an individual	)	CIV. NO. 14-1-0304
Plaintiff,	)	(Other Civil Action)
v.)	
LEONARD G. HOROWITZ, an	)	NOTICE OF BANKRUPTCY CASE
individual; SHERRI KANE, an	)	FILING; CERTIFICATE OF SERVICE
individual; MEDICAL VERITAS)	
INTERNATIONAL, INC, a	)	Judge: Honorable Melvin H. Fujino
California nonprofit corporation; THE)	
ROYAL BLOODLINE OF DAVID, a	)	Hearing date: None
Washington Corporation Sole; JOHN	)	Time of hearing: None
DOES, 1-10, JANE DOES 1-10, DOE	)	Date of Trial: None
ENTITIES 1-10, DOE)	
PARTNERSHIPS 1-10, DOE)	
GOVERNMENTAL UNITS 1-10.)	
Defendants)	

NOTICE OF BANKRUPTCY CASE FILING

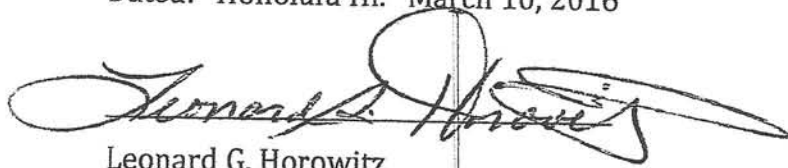
Defendant/Counterclaimants LEONARD G. HOROWITZ, Overseer for THE ROYAL BLOODLINE OF DAVID (RBOD), hereby notices the Court and all interested parties of United States Bankruptcy Court Filing of Chapter 13 Case No. 16-00239, and related Adversary Proceeding No. 16-90015; as evidenced by attachments "A" and "B."

An automatic stay of this case is required under 11 USC § 362(a).

EXHIBIT 1

I attest under pains and penalties of perjury that the foregoing is true, and that my bankruptcy filing was administered in good faith.

Dated: Honolulu Hi. March 10, 2016



Leonard G. Horowitz

Parties Noticed hereby:

STEPHEN D. WHITTAKER (2191)
(Attorney for JASON HESTER in Civ. No. 14-1-0304)
73-1459 Kaloko Drive
Kailua Kona, HI 96740
808-960-4536

JUDGE RONALD IBARRA
THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII
79-1020 Haukapila Street
Kona, HI 96750

JUDGE MELVIN FUJINO
THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII
79-1020 Haukapila Street
Kona, HI 96750

MARGARET (DUNHAM) WILLE (8522)
Attorney at Law
65-1316 Lihipali Road
Kamuela, Hawaii 96743
Tel: 808-854-6931

PAUL J. SULLA, JR (#5398)
Attorney at Law
(Attorney for JASON HESTER in Civ. No. 05-1-0196)
106 Kamehameha Avenue, Ste. 2A
Hilo, HI 96720

Fill in this information to identify your case:

United States Bankruptcy Court for the:

District of _____
(State)

Case number (if known):

16-00239

Chapter you are filing under:

- ☐ Chapter 7
☐ Chapter 11
☐ Chapter 12
☒ Chapter 13

FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII

2016 MAR -9 P 3:24
Check if this is an
amended filing

MICHAEL S. DOWLING
CLERK OF COURT

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/15

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

Leonard

First name

George

Middle name

Horowitz

Last name

Suffix (Sr., Jr., II, III)

About Debtor 2 (Spouse Only in a Joint Case):

2. All other names you have used in the last 8 years

Include your married or maiden names.

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

XXX - XX -

OR

9 XX - XX -

5563

XXX - XX -

OR

9 XX - XX -

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

page 1

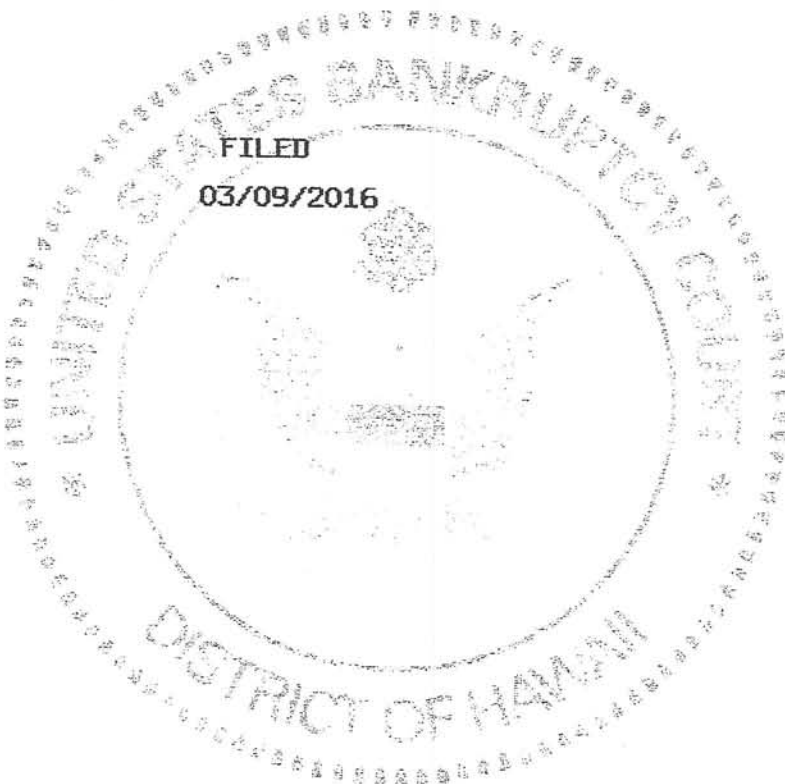
Exhibits page 3

United States Bankruptcy Court
District of Hawaii

**Notice of Bankruptcy
Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 03/09/2016 at 3:24 PM and filed on 03/09/2016.

Leonard George Horowitz
P.O. Box 75104
Honolulu, HI 96778
808.946.6999
SSN / ITIN: xxx-xx-5563



The bankruptcy trustee is:

Howard M.S. Hu
1132 Bishop Street, Suite 301

Honolulu, HI 96813
(808) 526-3083

The case was assigned case number 16-00239 to Judge Robert J. Faris.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.hib.uscourts.gov/> or at

the Clerk's Office, 1132 Bishop Street, Suite 250, Honolulu, Hawaii 96813, . .

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Michael B. Dowling
Clerk, United States
Bankruptcy Court

ADVERSARY PROCEEDING COVER SHEET

(Instructions on Reverse)

ADVERSARY PROCEEDING NO.

16-90015

PLAINTIFF(S)

LEONARD GEORGE HOROWITZ and
SHERI KANE

DEFENDANT(S)

PAUL J. SULLA, JR., JASON HESTER,
ET AL.

ATTORNEY(S) (Firm Name, Address, Telephone No.)

pro se

ATTORNEY(S) (If Known)

PAUL J. SULLA, JR.

PARTY (Check One Box Only)

☒ Debtor ☐ U.S. Trustee
☐ Creditor ☐ Trustee ☐ Other

PARTY (Check One Box Only)

☐ Debtor ☐ U.S. Trustee
☒ Creditor ☐ Trustee ☐ Other

CAUSE OF ACTION (Write a brief statement of cause of action, including all U.S. statutes involved.)

Theft (conversion) of Property title by fraudulent (wrongful) non-judicial foreclosure; forgery, securities fraud, fraudulent concealment(s), fraudulent transfers, trespass to chattels, unfair consumer debt collection practices, unfair competition, deceptive trade, damages

NATURE OF SUIT

(Number up to 5 boxes with the lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

Note: Only a complaint including an objection to discharge under 11 U.S.C. § 727 will defer the clerk's entry of the debtor's discharge in bankruptcy. A complaint to determine the dischargeability of a debt under 11 U.S.C. § 523 does not affect the entry of a discharge with respect to other debts.

FRBP 7001(1) - Recovery of Money/Property

- ☒ 11 - Recovery of money/property - § 542 turnover of property
☐ 12 - Recovery of money/property - § 547 preference
☒ 13 - Recovery of money/property - § 548 fraudulent transfer
☐ 14 - Recovery of money/property - other

FRBP 7001(2) - Validity, Priority or Extent of Lien

- ☐ 21 - Validity, priority or extent of lien or other interest in property

FRBP 7001(3) - Approval of Sale of Property

- ☐ 31 - Approval of sale of property of estate and of a co-owner - § 363(h)

FRBP 7001(4) - Objection/Revocation of Discharge

- ☐ 41 - Objection/revocation of discharge - § 727(c), (d), (e)

FRBP 7001(5) - Revocation of Confirmation

- ☐ 51 - Revocation of confirmation

FRBP 7001(6) - Dischargeability

- ☐ 66 - Dischargeability - § 523(a)(1), (14), (14A) priority tax claims
☒ 62 - Dischargeability - § 523(a)(2), false pretenses, false representation, actual fraud
☐ 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

☒ Check if this case involves a substantive issue of state law

☒ Check if a jury trial is demanded in complaint

FRBP 7001(6) - Dischargeability (continued)

- ☐ 61 - Dischargeability - § 523(a)(5), domestic support
☐ 68 - Dischargeability - § 523(a)(6), willful and malicious injury
☐ 63 - Dischargeability - § 523(a)(8), student loan
☐ 64 - Dischargeability - § 523(a)(15), divorce or separation obligation (other than domestic support)
☒ 65 - Dischargeability - other

FRBP 7001(7) - Injunctive Relief

- ☒ 71 - Injunctive relief - imposition of stay
☐ 72 - Injunctive relief - other

FRBP 7001(8) - Subordination of Claim or Interest

- ☒ 81 - Subordination of claim or interest

FRBP 7001(9) - Declaratory Judgment

- ☐ 91 - Declaratory judgment

FRBP 7001(10) - Determination of Removed Action

- ☐ 01 - Determination of removed claim or cause

Other

- ☐ SS-SIPA Case - 15 U.S.C. §§ 78aaa et seq.
☐ 02 - Other (e.g., other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this is asserted to be a class action under FRCP 23

Demand: \$ 6 million +

Other Relief Sought: punitive and statutory damages; special damages for
BID AND NIED.

LEONARD G. HOROWITZ, Pro se
13-3775 Pahoehoe-Kalapana Road
Pahoa, HI 96778
Email: editor@medicalveritas.org
808-965-2112

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

JASON HESTER, an individual	)	CIV. NO. 14-1-0304
Plaintiff,	)	(Other Civil Action)
v.)	
	)	CERTIFICATE OF SERVICE
LEONARD G. HOROWITZ, an)	
individual; SHERRI KANE, an	)	Judge: Honorable Melvin H. Fujino
individual; MEDICAL VERITAS)	
INTERNATIONAL, INC, a	)	Hearing date: None
California nonprofit corporation; THE	)	Time of hearing: None
ROYAL BLOODLINE OF DAVID, a	)	Date of Trial: None
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)	

CERTIFICATE OF SERVICE

Defendant/Counterclaimants LEONARD G. HOROWITZ, Overseer for THE ROYAL BLOODLINE OF DAVID (RBOD), hereby certifies Notice to the interested parties listed below of United States Bankruptcy Court Filing of Chapter 13 Case No. 16-00239, and related Adversary Proceeding No. 16-90015; as evidenced by attachments "A" and "B" in Notice of Bankruptcy Filing dated March 10, 2016

Dated: Honolulu Hi. March 10, 2016



Leonard G. Horowitz

Parties Noticed hereby:

STEPHEN D. WHITTAKER (2191)
(Attorney for JASON HESTER in Civ. No. 14-1-0304)
73-1459 Kaloko Drive
Kailua Kona, HI 96740
808-960-4536

JUDGE RONALD IBARRA
THE CIRCUIT COURT OF THE THIRD CIRCUIT
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Hilo, HI 96720

PHILIP MAISE
Abanico Yacht Club
Puerto Princes
Philippines
E-mail: pbmaise@yahoo.com

 X By E-mail

Paul J. Sulla, Jr.
P.O. Box 5258
Hilo, HI 96720
Tel. 808/933-3600

Pro Se and as Attorney for Appellee
Paul J. Sulla, III

Electronically Filed
Intermediate Court of Appeals
CAAP-15-0000094
11-MAR-2016
05:25 PM

Appeal No. CAAP-15-0000094

IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAI'I

PAUL J. SULLA, JR. and PAUL
J. SULLA, III,

Plaintiffs and
Appellees,

vs.

LEONARD GEORGE HOROWITZ;

Defendant and
Appellant

(Civil Case No. 14-1-0173)
(3rd Circuit)

REQUEST AND DECLARATION OF
COUNSEL FOR ATTORNEYS' FEES
AND COSTS; APPENDIX "A"~
"C"; CERTIFICATE OF SERVICE

REQUEST AND DECLARATION OF COUNSEL FOR ATTORNEYS' FEES AND COSTS

In accordance with Hawai'i Rules of Appellate Procedure (HRAP) Rule 39(d), I, Paul J. Sulla, Jr., attorney for Appellee PAUL J. SULLA, III, request compensation for costs and attorneys' fees and, in conjunction herewith aver, as follows:

1. Appellee prevailed in this appeal.
2. I request reimbursement for necessary and authorized costs as follows:

Exhibit 2

<u>Item</u>	<u>Amount</u>
Payment to Court Reporter Audrey Tanouye for Copy of Transcript	\$ <u>25.00</u>
TOTAL COSTS	\$ <u>25.00</u>

A true and correct itemized accounting of these costs, including relevant invoices and receipts, is attached as Appendix A.

3. I have expended the following hours in attorney work and, pursuant to the Hawaii Rules of Appellate Procedure Rule 39(a), am entitled to charge the following amounts for this appeal:

<u>Activity</u>	<u>Hours</u>		<u>Amount</u>
a. Correspondence, Interviews and Conferences	<u>2.6</u>	@ \$275/hr	\$ <u>715.00</u>
b. Obtaining & Reviewing Records	<u>5.4</u>	@ \$175/hr	\$ <u>945.00</u>
c. Legal Research	<u>5.6</u>	@ \$175/hr	\$ <u>980.00</u>
d. Drafting	<u>20.9</u>	@ \$275/hr	\$ <u>5747.50</u>
e. Oral Argument (In-court)	<u>0.00</u>	@ \$275/hr	\$ <u>0.00</u>
f. Other (Specify): Monitoring of matter status and calculating dates and deadlines	<u>4.9</u>	@ \$175/hr	\$ <u>857.50</u>
TOTAL FEES	<u>39.4</u>		\$ <u>9,245</u>

Attached hereto as Appendix B are hourly worksheets, prepared in accordance with HRAP Form 8 and contemporaneously

with the work performed as noted thereon and truthfully reflecting the amount of work actually performed in the representation of Appellee. Additional information including a copy of the contract authorizing attorneys' fees is attached hereto as Appendix "C".

I, Paul J. Sulla, Jr., declare under penalty of law, as provided by HRAP Rule 52, that the foregoing is true and correct.

Dated: This 9th day of March, 2016 in Hilo, Hawaii.

/s/ Paul J. Sulla, Jr.

Paul J. Sulla, Jr.
Attorney for Appellee
Paul J. Sulla, III

HOURLY WORKSHEET (Non-Indigent Representation)

Appellate Case Number: CAAP-15-0000094

Case Name : Sulla v. Horowitz

Date	Brief Description of Activity	Correspondence Interviews & Conferences	Obtaining & Reviewing Records	Legal Research	Drafting	Oral Argument (In-court)	Other (Specify)
2/23/2015	Conference w/ law clerk re: Notice of Appeal; review deadlines and rules of court	.2		.3			
3/2/2015	Detailed review of applicable rules of Appellate Procedure; review Notice of Appeal for legal sufficiency; note all upcoming deadlines			.9			
3/3/2015	Download request for transcript from court of appeal website; conference with paralegal re: transcript; telephone call to court reporter	.2	.2				
3/6/2015	Legal research to determine if there is a good legal basis for drafting a statement contesting jurisdiction or motion to dismiss			.3			
3/12/2015	Telephone conference with court reporter re: transcripts	.2					
4/6/2015	Review upcoming litigation tasks and calendar items						.3
4/14/2015	Review litigation calendar and deadline for filing Answering brief; determine if extensions will be necessary						.3
4/15/2015	Telephone conference with court reporter re: transcripts	.3					
4/20/2015	Locate/ print/ review pleadings filed thus far		.4				
4/23/2015	Read Hearing Transcript		.4				

5/1/2015	Review Statement of Jurisdiction; calculate deadline to contest same; review grounds for contesting same		.2	.2				
5/14/2015	Review matter status & upcoming dates and deadlines						.3	
5/26/2015	Review matter status & upcoming dates and deadlines						.3	
5/28/2015	Locate/ print/ review Opening Brief and all exhibits from JEFFS		1.3					
5/29/2015	Telephone call to court clerk; review court rules for requesting extension of time	.3						
6/5/2015	Review matter status & upcoming dates and deadlines; Draft Notice of Clerks Extension of Time				.5		.3	
6/8/2015	Locate/ print/ review court notices		.3					
6/15/2015	Review matter status & upcoming dates and deadlines						.3	
6/17/2015	Locate/ print/ review recent filings from JEFFS		1.0					
6/22/2015	Review matter status & upcoming dates and deadlines						.3	
7/10/2015	Review matter status & upcoming dates and deadlines						.3	
7/29/2015	Draft Motion for Second Extension of Time to File Answering Brief; confer w/ staff re: same				1.2			
7/30/2015	Review matter status & upcoming dates and deadlines; edit Motion for Extension of Time & file with JEFFS; research rules & law in support of same			.5	.7		.3	
7/31/2015	Draft Opposition to Motion for Sanctions; confer w/ staff re: same; e-file same.	.4			2.0			

8/10/2015	Obtain/Review order granting extension of time to file answering brief; confer w/ staff re: same	.2	.2					
8/11/2015	Review matter status & upcoming dates and deadlines							.3
8/17/2015	Review matter status & upcoming dates and deadlines							.3
8/18/2015	Legal Research and drafting for Answering Brief			.2	.2			
8/28/2015	Review Opening Brief for legal sufficiency; continue drafting Answering Brief		.4			2.4		
8/31/2015	Research citation format for Court of Appeals; continue drafting Answering Brief			.2		4.6		
9/1/2015	Continue drafting Answering brief					4.4		
9/4/2015	Review/Edit Answering Brief					1.7		
9/8/2015	Continue Answering Brief edits; e-file brief; confer w/ staff re: same	.2				.5		.2
9/19/2015	Review matter status							.3
9/21/2015	Cont. review of matter status & any further dates & deadlines							.3
9/25/2015	Review Reply to Answering Brief and Exhibits; confer w/ staff re: same	.3	.6					
11/9/2015	Review matter status							.3
11/18/2015	Set up client/matter details for integrated litigation management system							.2
11/24/2015	Review matter status; determine if any oral arguments will be scheduled							.3
2/19/2016	Obtain/Review summary order; confer w/ staff re: same; calculate time for filing request for attorney fees; research rules &		.4	.2				

	law re: same						
3/3/2016	Confer w/ staff re: Draft Declaration of Fees & Costs; obtain & begin completing Form 8 worksheet	.3					
3/8/2016	Draft Declaration of Fees & Costs; obtain & begin completing Form 8 worksheet				.5		
3/9/2016	Finalize Declaration of Fees & Costs and Form 8; confer w/ Staff re: same				2.2		
	Sub-Total for this page	2.6	5.4	5.6	20.9		4.9
	GRAND TOTAL	39.4 hours					

ATTORNEY AT LAW

PAUL J. SULLA JR. A LAW CORPORATION

2061 Kalanianaʻaʻole Ave
Post Office Box 5258
Hilo, Hawaii, 96720

telephone (808) 933-3600
facsimile (808) 933-3601
e-mail psulla@aloha.net

March 17, 2014

P. Joseph Sulla III
PO Box 1514
Honokaa, HI 96727

RE: Sulla v. Horowitz, commercial lien removal

ATTORNEY-CLIENT FEE AGREEMENT

Dear Mr. Sulla:

Thank you for contacting this office relative to the above-referenced matter. I have agreed to represent you, P. Joseph Sulla III, in a matter involving Sulla v. Horowitz, the removal of a commercial lien.

These services may include advice and counsel; correspondence; settlement negotiations; representation at court hearings, preparation of court documents and if possible, to obtain the best results attainable that are acceptable to you.

This Firm requests the sum of **\$ 1500.00** as an initial retainer as payment on account in this matter in order to provide legal services in connection with the above-referenced matter. The payments received shall be applied against actual legal services performed for the Client and for costs and expenses incurred. The total charge for legal services, costs and expenses is presently unascertainable. **Litigation expenses can substantially increase and the retainer may again need to be replenished if you wish to continue.**

You will be charged for legal services by Attorney Paul J. Sulla, Jr. at the hourly rate of **\$275.00**. You may be charged for paralegal services at the hourly rate of **\$95.00**. Services rendered by other legal assistants/associate attorneys who perform work under the supervision of the attorney will be **\$150.00** per hour or otherwise discussed with you prior to their engagement.

It is understood that the hourly charges include but are not limited to: correspondence, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent or received, preparation for trials, court appearances, drafting of pleadings or instruments, and office memoranda. The Firm reserves the right to increase its hourly rate from time to time as expenses of the office operations increase and/or in the event that interim billings have not been paid as agreed. We will give you notice of such an increase prior to its effective date.

Appendix "C"
Exhibits page 16

Interim billing may be submitted to the Client from time to time to replenish the retainer amount in the event the time charged by the Firm reduces this initial payment held on account. All interim billings shall be due and payable upon receipt unless otherwise stated. Failure to pay interim billings promptly will permit the Firm, after notice to the Client, to terminate its representation of the Client and Client agrees to cooperate with Firm to allow Firm to withdraw as counsel for Client in any court action upon request of Firm.

The Client agrees to assume and pay for all out-of-pocket disbursements incurred in connection with this matter; e.g.; filing fees, witness fees, travel, sheriff and constable fees, expenses of depositions, investigative expenses and incidental expenses. The Firm agrees to obtain the Client's prior approval before incurring any disbursement in excess of \$300.

Further, in the event the Firm has completed its services with regard to its representation of Client, you will be charged interest on the remaining unpaid balance at the rate of one (1%) percent per month which is twelve (12%) percent per year. If Client fails to make final payment to Firm after 120 days from termination of Firm's services, Client agrees to execute a Note to Firm for the unpaid balance at rate of twelve (12%) percent per year and a Mortgage secured by the subject property, upon request of Firm.

In some cases, the Court requires an adverse party to pay part of the attorney's fees and costs incurred by the Client. In that event, we will make every effort, at your expense, to enforce the provision and to assist you in the reimbursements of the fees and costs incurred by you. However, you are obligated to pay the fees and costs as set forth in this letter. We will reimburse you if we receive payment from the adverse party.

In the event that, upon either the completion of the within matter or the termination of the Firm's representation of this Client, the total charge for legal services performed by the Firm shall be less than the amount of any retainer payment on account paid by the Client, the balance of any retainer shall be refunded to the Client by the Firm.

While we make no guarantee of the successful conclusion to your case, the attorneys of this Firm will use their best effort on your behalf. I will be the attorney primarily responsible for this matter. However, other members of this Firm, as well as an attorney not associated with this firm, may also work on part of your matter. It is understood that you will extend all members of this Firm your full cooperation. It is also understood that the Firm will not settle or compromise this matter without your consent.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, PLEASE CONSULT WITH INDEPENDENT LEGAL COUNSEL.

We, the Client and the Firm, have read the above Attorney/ Client Fee Agreement on the date indicated below, and understand the terms, and both have signed it as a free act and deed.

Date: 3/17/14




P. JOSEPH SULLA III (Client)

By: 

PAUL J. SULLA, JR. (Firm)

I hereby acknowledge receipt of a copy of the above agreement.



P. JOSEPH SULLA III

CERTIFICATE OF SERVICE

I hereby certify that I am over the age of eighteen, not a party to the within action and that the foregoing document(s):

REQUEST AND DECLARATION OF COUNSEL FOR ATTORNEYS' FEES AND COSTS; APPENDIX "A"-"C"; CERTIFICATE OF SERVICE

was duly served upon the following by mailing a copy of same via the Judicial Electronic Filing System and the U.S. Postal Service, postage prepaid at the U.S. Post Office in Hilo, Hawaii on this 9th day of March, 2016, to:

Leonard G. Horowitz
13-3775 Kalapana Hwy.
Pahoa, HI 96778

Appellant

/s/ Paul J. Sulla, Jr.

Paul J. Sulla, Jr.

ISSUED

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

2006 MAR -1 PM 4:05

Attorney for Plaintiff
Jason Hester

**L. MOCK CHEW, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII**

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

JASON HESTER, an individual,

Plaintiff

vs.

**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
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)**

WRIT OF EJECTMENT;

**RETURN OF SERVICE ON WRIT
OF EJECTMENT**

WRIT OF EJECTMENT; RETURN OF SERVICE ON WRIT OF EJECTMENT

THE STATE OF HAWAII

**TO: THE DIRECTOR OF PUBLIC SAFETY OF THE STATE OF HAWAII,
HIS/HER DEPUTY, THE CHIEF OF POLICE OF THE HAWAII POLICE
DEPARTMENT, OR HIS DEPUTY, OR TO ANY POLICE OFFICER OF THE**

Exhibit 3

1

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

L. Mock Chew
Clerk, Third Circuit Court, State of Hawaii

Exhibits page 20

COUNTY OF HAWAII OR PERSON AUTHORIZED BY THE LAWS OF THE
STATE OF HAWAII.

Pursuant to the Final Judgment Filed 12-30-2015
~~Order Granting In Part And Denying In Part Plaintiff's Motion For~~
~~Summary Judgment filed herein~~, Plaintiff JASON HESTER is entitled to the issuance of a
Writ of Ejectment against the above-named Defendants 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
PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE ENTITIES 1-10 and DOE
GOVERNMENTAL UNITS 1-10 for possession of the premises located at 13-3775 Pahoa
Kalapana Road, Pahoa, Hawaii 96778-7924, TMK Nos. (3) 1-3-001:049 & 043.

THEREFORE, EFFECTIVE IMMEDIATELY, FROM THE ISSUANCE DATE
OF THIS WRIT, YOU ARE COMMANDED TO REMOVE the said above-named
Defendants 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 PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE
ENTITIES 1-10 and DOE GOVERNMENTAL UNITS 1-10 and all persons holding
under or through said Defendants from the premises above-mentioned, including their
personal belongings and properties, and put Plaintiff JASON HESTER, or his nominee, in
full possession thereof; and make due return of this Writ with what you have done endorsed
thereon.

Dated:

Kealahou, Hawaii

FEB 29 2016

MELVIN H. FUJINO (SEAL)

JUDGE OF THE ABOVE-ENTITLED COURT

Re: Civil No. 14-1-0304; *Jason Hester v. Leonard G. Horowitz, et al.*; Writ of Ejectment;
Return of Service on Writ

Margaret Wille
Attorney at Law
65-1316 Lihipali Road
Kamuela, Hawaii 96743
Tel: 808-854-6931
margaretwille@mac.com

FILED

2016 MAR 14 PM 3:39

March 13, 2016 (to be filed on March 14, 2016)

L. MOCK CHEW, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

Honorable Melvin Fujino
Circuit Court of the Third Circuit
Keakealani Bldg., Rm. 240
79-1020 Haukapila Street
Kealahou, HI 96750

Hester et al v. Horowitz et. al. Civ. No. 14-1-0304
Re: Writ of Execution

Dear Judge Fujino:

My clients, Defendants Leonard Horowitz and Sherri Kane, advised that Saturday night March 12th they found a Writ of Ejectment signed by you and dated January 29, and entered by the Clerk on March 1, 2016, on the gate to their property that has been the subject of the above referenced litigation. Attorney Stephen Whittaker's name is on the upper left hand corner of the document. As the attorney for Defendants Horowitz and Kane, I should have immediately received a copy of the proposed Writ when it was submitted to the Court by Attorney Whittaker. There is no certificate of service showing that I was served a copy of the proposed Writ - stamped as filed on February 29, 2016. THERE IS CLEARLY THE APPEARANCE OF IMPROPRIETY IN THIS CASE.

Likewise I should have immediately been provided a copy of the signed Writ when that was returned by the Court to Attorney Whittaker for processing and service to me. Instead I received copies of the related Orders on March 4, 2016, but still did not receive a copy of the Writ —IN FACT I HAVE YET TO BE SERVED A COPY OF THE WRIT!

WHAT IS UP WITH DUE PROCESS PROCEDURES HERE?

Note that since my clients have in the past not been timely served documents to be provided by Attorney Whittaker, they have been checking Ho'ohiki to make sure a Writ was not signed and issued without their knowledge. It was not until Friday March 11, 2016 that the Orders and proposed Writ filed by Attorney Whittaker was posted on Ho'ohiki. Further the Court's issuance of the signed Writ has yet to be posted on Ho'ohiki.

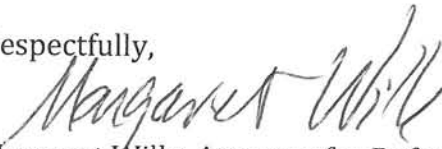
On March 2, 2016, I filed for a stay pending appeal pursuant to Hawaii Rules Civil Procedure 62(d) - within 10 days of your having denied Defendants' Motion for Reconsideration or Alternatively for New Trial on February 29, 2016 (along with the related Rule 62(b) Motions). A hearing on the March 2nd filed HRCF Rule 62(d) motion is

Exhibit 4

scheduled for April 21, 2016. In light of the due process violations, the Writ of Ejectment should not be carried out until after a ruling on that March 2, 2016 filed Motion

Please also be advised that this matter is now subject to an automatic stay in light of the March 10, 2016, filing of Bankruptcy by Leonard Horowitz No. 16-00239.

Respectfully,

A handwritten signature in cursive script, appearing to read "Margaret Wille".

Margaret Wille, Attorney for Defendants

cc: Stephen Whittaker, Esq. Attorney for Plaintiff

FILED

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

2016 MAR 14 PM 3:37

L. MOCK CHEW, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

Attorney for Defendants

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

JASON HESTER, an individual	)	CIV. NO. 14-1-0304
Plaintiff,	)	(Other Civil Action)
v.)	
)	
LEONARD G. HOROWITZ, an	)	DEFENDANTS' EMERGENCY
individual; SHERRI KANE, an	)	MOTION FOR STAY OF WRIT OF
individual; MEDICAL VERITAS	)	EJECTMENT [HRCP 62(b)],
INTERNATIONAL, INC, a	)	MEMORANDUM IN SUPPORT OF
California nonprofit corporation;	)	EMERGENCY MOTION ,
THE ROYAL BLOODLINE OF	)	EXHIBITS A AND B,
DAVID, a Washington Corporation	)	DECLARATION OF ATTORNEY
Sole; JOHN DOES, 1-10, JANE	)	MARGARET WILLE; NOTICE OF
DOES 1-10, DOE ENTITIES 1-10,	)	NON-HEARING MOTION;
DOE PARTNERSHIPS 1-10, DOE	)	CERTIFICATE OF SERVICE
GOVERNMENTAL UNITS 1-10.)	
Defendants	)	Judge: Honorable Melvin H. Fujino

Non-hearing motion

**DEFENDANTS' EMERGENCY MOTION FOR
STAY OF WRIT OF EJECTMENT [HRCP 62(b)]**

COMES NOW Defendants/Counterclaimants LEONARD G. HOROWITZ, SHERRI KANE, and THE ROYAL BLOODLINE OF DAVID (RBOD)¹, hereafter collectively referred to as Defendants, by and through their attorney MARGARET WILLE, pursuant to Hawaii Rules of Civil Procedure (HRCP) Rule 62(b) moves this Court for an emergency stay of the Writ of

¹ MEDICAL VERITAS INTERNATIONAL, INC. (MVI) is a California based non-profit that was RBOD's lessee of the subject property. Given its limited interest in the subject property, MVI is not pursuing this Motion for a Stay or Alternatively Dismissal or a New Trial.

Exhibit 5

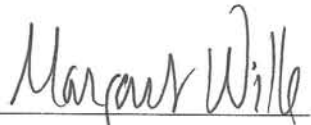
Ejectment filed on March 1, 2016, that would otherwise allow the Sheriff to eject Defendants and their belongings from their home.

Hawaii Rule of Civil Procedure 62(b) allows a stay of proceedings “when justice so requires.”

In light of Defendant Horowitz’s filing of bankruptcy on March 10, 2016 which requires an automatic stay of these proceedings, and Plaintiff’s Counsel’s failure to execute the Writ of Ejectment properly in violation of Defendants’ due process rights. Further there is scheduled on March 26, 2016, a hearing on Defendants’ HRCP Rule 62(d) motion for a stay pending an appeal in this case.

In the event this Court prefers to rule on this motion following a hearing, this matter can be taken up at the hearing now scheduled on April 21, 2016 regarding Defendants’ Motion for A Stay Pending the Appeal to the Intermediate Court of Appeals.

Respectfully submitted.


MARGARET WILLE,

Attorney for Defendants – Counterclaimants - Appellants

DATED: Waimea, HI, 96743 March 14, 2016

Hester vs Horowitz Civ. 14-1-0304, DEFENDANTS’ EMERGENCY MOTION FOR STAY OF WRIT OF EJECTMENT

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

Attorney for Defendants

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

JASON HESTER, an individual	)	CIV. NO. 14-1-0304
Plaintiff,	)	(Other Civil Action)
v.)	
	)	MEMORANDUM IN SUPPORT OF
LEONARD G. HOROWITZ, an	)	DEFENDANTS' EMERGENCY
individual; SHERRI KANE, an	)	MOTION FOR STAY OF WRIT OF
individual; MEDICAL VERITAS	)	EJECTMENT [HRCP 62(b)]
INTERNATIONAL, INC, a)	
California nonprofit corporation;	)	Judge: Honorable Melvin H. Fujino
THE ROYAL BLOODLINE OF)	
DAVID, a Washington Corporation	)	Non-hearing motion
Sole; JOHN DOES, 1-10, JANE)	
DOES 1-10, DOE ENTITIES 1-10,)	
DOE PARTNERSHIPS 1-10, DOE)	
GOVERNMENTAL UNITS 1-10.)	
Defendants)	

**MEMORANDUM IN SUPPORT OF
DEFENDANTS' EMERGENCY MOTION FOR
STAY OF WRIT OF EJECTMENT [HRCP 62(b)]**

This Memorandum is written in support of Defendants/Counterclaimants LEONARD G. HOROWITZ, SHERRI KANE, and THE ROYAL BLOODLINE OF DAVID (RBOD)¹, Emergency Motion for Stay of the Writ of Ejectment filed on March 1, 2016. Hawaii Rule of Civil Procedure 62(b) allows a stay of proceedings "when justice so requires."

¹ MEDICAL VERITAS INTERNATIONAL, INC. (MVI) is a California based non-profit that was RBOD's lessee of the subject property. Given its limited interest in the subject property, MVI is not pursuing this Motion for a Stay.

In light of Defendant Horowitz's filing of bankruptcy on March 9, 2016, which requires an automatic stay of these proceedings, and Plaintiff's Counsel's failure to execute the Writ of Ejectment properly in violation of Defendants' due process rights, this motion is just. Further there is scheduled on March 26, 2016, a hearing on Defendants' HRCP Rule 62(d) motion for a stay pending an appeal in this case.

Specifically HRCP Rule 62(b) provides:

(b) Stay on motion for new trial or for judgment. In its discretion and on such conditions for the security of the adverse party as are proper, the court may stay the execution of or any proceedings to enforce a judgment pending the disposition of a motion for a new trial or to alter or amend a judgment made pursuant to Rule 59, or of a motion for relief from a judgment or order made pursuant to Rule 60, or of a motion for judgment in accordance with a motion for a directed verdict made pursuant to Rule 50, or of a motion for amendment to the findings or for additional findings made pursuant to Rule 52(b), **or when justice so requires** in other cases until such time as the court may fix. (emphasis added)

I. EXECUTION OF THE WRIT OF EJECTMENT IS REQUIRED TO BE STAYED PENDING DISPOSITION OF DEFENDANT HOROWITZ'S BANKRUPTCY PROCEEDING, NO. 16-00239, ADVERSARIAL PROC. NO.16-90015.

The federal Bankruptcy Code Chapter 11, Section 362 imposes an automatic stay upon proceeding against a debtor, including "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate". Section 362 specifically provides:

(a) Except as provided in subsection (b) of this section², a petition filed under section 301, 302, or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as a stay, applicable to all entities, of - (1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title; (2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before the commencement of the case under this title; (3) any act to obtain possession of property of the estate or of property from the estate or to exercise

² Subsection (b) concern criminal cases and civil cases related to domestic family matters, and is therefore not relevant to this action.

control over property of the estate; (4) any act to create, perfect, or enforce any lien against property of the estate; (5) any act to create, perfect, or enforce against property of the debtor any lien to the extent that such lien secures a claim that arose before the commencement of the case under this title; (6) any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the case under this title; (7) the setoff of any debt owing to the debtor that arose before the commencement of the case under this title against any claim against the debtor. . . .

This automatic stay is truly "automatic," in that it takes effect instantly upon the filing of a bankruptcy petition and is effective against most entities, including the debtor and regardless of whether the entity is aware of the filing.³

Defendant Leonard Horowitz filed for bankruptcy on March 9, 2016, BANKRUPTCY NO. 16-00239, ADVERSARIAL PROC. NO.16-90015. On March 10, 2016, the Notice of Bankruptcy Case Filing was filed in this case. (Exhibit A)

2. THIS CASE SHOULD ALSO BE STAYED BECAUSE THE PROCESSING OF THE MARCH 1, 2016 FILED WRIT OF EJECTMENT HAS BEEN CARRIED OUT IN A MANNER THAT VIOLATES DEFENDANTS' DUE PROCESS RIGHTS

Section One of the Fourteenth Amendment to the United States Constitution provides:

"[N]or shall any State deprive any person of life, liberty, or property, without due process of law".

In *RE KEKAUOHA-ALISA*, Bankr. Court, D. Hawaii 2012, the Bankruptcy Court, improper service of ejectment notices was ruled to have damaged the debtors, for which [the Court] granted the defaulting parties compensation for damages along with treble damages for wrongful debt collection practices.

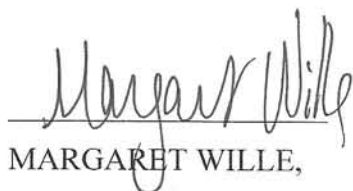
Plaintiff's attorney, Stephen Whittaker, has violated Defendants' due process rights by failing to follow the proper procedures for executing a writ of ejectment. A writ of ejectment is handled by the Sheriff's Department, not by the party's attorney. Once the Sheriff's Department processes the Writ, the Sheriff's then meets with those occupying the premises and arrangements are made for their removal. That did not happen in this case.

³ In re Shapiro, 124 B.R. 974, 981 (Bankr. E.D. Pa. 1991)

Furthermore it is appropriate to serve a copy of the proposed Writ on the opposing party's counsel, and once signed by the Court or Clerk, a copy of the Writ should be served upon the opposing party's counsel.

In this case Plaintiff's attorney submitted the Writ on or about February 29, 2016, and obtained the stamped signature of the Clerk on the proposed Writ of Ejectment on March 1, 2014. No copy was forwarded to the opposing party's counsel, and no copy was delivered for processing to the Sheriff for processing. Instead on or about Saturday March 12, 2016, a copy of the Writ of Ejectment was posted on the gate to the subject property. A copy of the posted Writ is attached as Exhibit B. Only the name and address of Attorney Stephen Whittaker was on the document. This action caused Defendants severe distress, believing that perhaps the Writ was posted by the Sheriff and that they would be ejected immediately.

Respectfully submitted.



MARGARET WILLE,

Attorney for Defendants – Counterclaimants - Appellants

DATED: Waimea, HI, 96743 March 14, 2016

Hester vs Horowitz Civ. 14-1-0304, MEMORANDUM IN SUPPORT OF DEFENDANTS' EMERGENCY MOTION FOR STAY OF WRIT OF EJECTMENT

Ex. A

LEONARD G. HOROWITZ, Pro se
13-3775 Pahoa-Kalapana Road
Pahoa, HI 96778
Email: editor@medicalveritas.org
808-965-2112

FIRST CIRCUIT COURT
STATE OF HAWAII
FILED

2016 MAR 10 PM 2:37

F. OTAKE
EX OFFICIO CLERK

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

JASON HESTER, an individual	)	CIV. NO. 14-1-0304
Plaintiff,	)	(Other Civil Action)
v.)	
LEONARD G. HOROWITZ, an	)	NOTICE OF BANKRUPTCY CASE
individual; SHERRI KANE, an	)	FILING; CERTIFICATE OF SERVICE
individual; MEDICAL VERITAS)	
INTERNATIONAL, INC, a	)	Judge: Honorable Melvin H. Fujino
California nonprofit corporation; THE)	
ROYAL BLOODLINE OF DAVID, a	)	Hearing date: None
Washington Corporation Sole; JOHN	)	Time of hearing: None
DOES, 1-10, JANE DOES 1-10, DOE	)	Date of Trial: None
ENTITIES 1-10, DOE)	
PARTNERSHIPS 1-10, DOE)	
GOVERNMENTAL UNITS 1-10.)	
Defendants)	

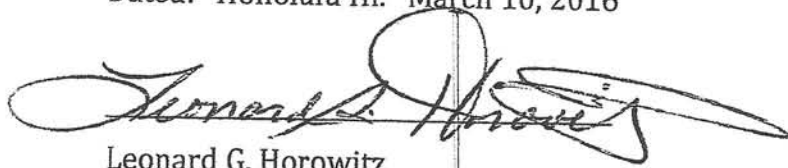
NOTICE OF BANKRUPTCY CASE FILING

Defendant/Counterclaimants LEONARD G. HOROWITZ, Overseer for THE ROYAL BLOODLINE OF DAVID (RBOD), hereby notices the Court and all interested parties of United States Bankruptcy Court Filing of Chapter 13 Case No. 16-00239, and related Adversary Proceeding No. 16-90015; as evidenced by attachments "A" and "B."

An automatic stay of this case is required under 11 USC § 362(a).

I attest under pains and penalties of perjury that the foregoing is true, and that my bankruptcy filing was administered in good faith.

Dated: Honolulu Hi. March 10, 2016



Leonard G. Horowitz

Parties Noticed hereby:

STEPHEN D. WHITTAKER (2191)
(Attorney for JASON HESTER in Civ. No. 14-1-0304)
73-1459 Kaloko Drive
Kailua Kona, HI 96740
808-960-4536

JUDGE RONALD IBARRA
THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII
79-1020 Haukapila Street
Kona, HI 96750

JUDGE MELVIN FUJINO
THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII
79-1020 Haukapila Street
Kona, HI 96750

MARGARET (DUNHAM) WILLE (8522)
Attorney at Law
65-1316 Lihipali Road
Kamuela, Hawaii 96743
Tel: 808-854-6931

PAUL J. SULLA, JR (#5398)
Attorney at Law
(Attorney for JASON HESTER in Civ. No. 05-1-0196)
106 Kamehameha Avenue, Ste. 2A
Hilo, HI 96720

Fill in this information to identify your case:

United States Bankruptcy Court for the:

District of

(State)

Case number (if known):

16-00239

Chapter you are filing under:

- ☐ Chapter 7
☐ Chapter 11
☐ Chapter 12
☒ Chapter 13

FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII

2016 MAR -9

Check if this is an
amended filing

MICHAEL S. DOWLING
CLERK OF COURT

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/15

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

Leonard

First name

George

Middle name

Horowitz

Last name

Suffix (Sr., Jr., II, III)

About Debtor 2 (Spouse Only in a Joint Case):

2. All other names you have used in the last 8 years

Include your married or maiden names.

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

XXX - XX -

OR

9 XX - XX -

5563

XXX - XX -

OR

9 XX - XX -

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

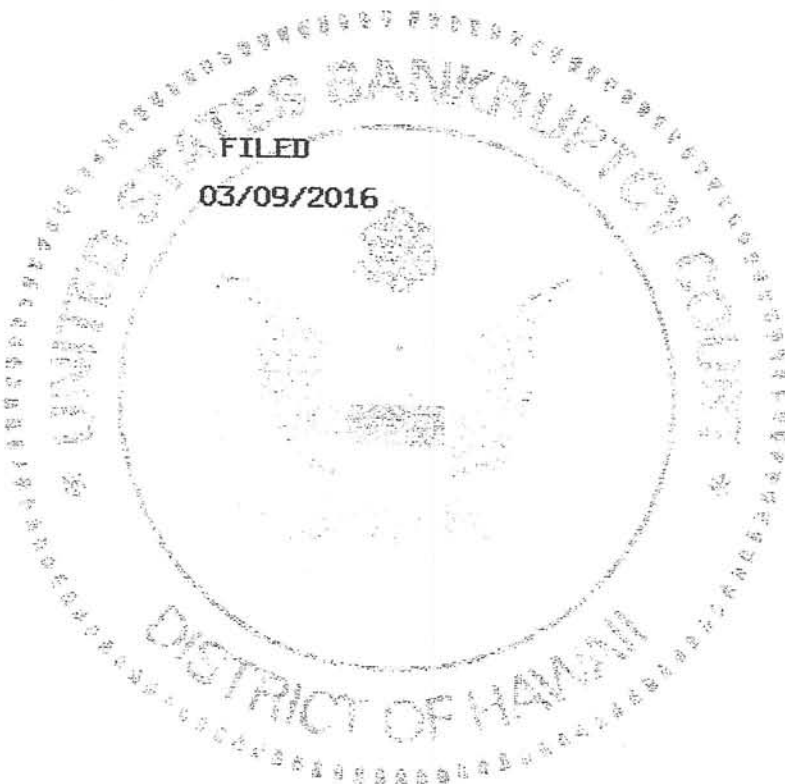
page 1

United States Bankruptcy Court
District of Hawaii

**Notice of Bankruptcy
Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 03/09/2016 at 3:24 PM and filed on 03/09/2016.

Leonard George Horowitz
P.O. Box 75104
Honolulu, HI 96778
808.946.6999
SSN / ITIN: xxx-xx-5563



The bankruptcy trustee is:

Howard M.S. Hu
1132 Bishop Street, Suite 301

Honolulu, HI 96813
(808) 526-3083

The case was assigned case number 16-00239 to Judge Robert J. Faris.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.hib.uscourts.gov/> or at

the Clerk's Office, 1132 Bishop Street, Suite 250, Honolulu, Hawaii 96813, . .

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Michael B. Dowling
Clerk, United States
Bankruptcy Court

ADVERSARY PROCEEDING COVER SHEET

(Instructions on Reverse)

ADVERSARY PROCEEDING NO.

16-90015

PLAINTIFF(S)

LEONARD GEORGE HOROWITZ and
SHERI KANE

DEFENDANT(S)

PAUL J. SULLA, JR., JASON HESTER,
ET AL.

ATTORNEY(S) (Firm Name, Address, Telephone No.)

pro se

ATTORNEY(S) (If Known)

PAUL J. SULLA, JR.

PARTY (Check One Box Only)

- ☒ Debtor ☐ U.S. Trustee
☐ Creditor ☐ Trustee ☐ Other

PARTY (Check One Box Only)

- ☐ Debtor ☐ U.S. Trustee
☒ Creditor ☐ Trustee ☐ Other

CAUSE OF ACTION (Write a brief statement of cause of action, including all U.S. statutes involved.)

Theft (conversion) of Property title by fraudulent (wrongful) non-judicial
foreclosure; forgery, securities fraud, fraudulent concealment(s),
fraudulent transfers, trespass to chattels, unfair consumer debt
collection practices, unfair competition, deceptive trade, damages

NATURE OF SUIT

(Number up to 5 boxes with the lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)
 Note: Only a complaint including an objection to discharge under 11 U.S.C. § 727 will defer the clerk's entry of the debtor's discharge in bankruptcy.
 A complaint to determine the dischargeability of a debt under 11 U.S.C. § 523 does not affect the entry of a discharge with respect to other debts.

FRBP 7001(1) - Recovery of Money/Property

- ☒ 11 - Recovery of money/property - § 542 turnover of property
☐ 12 - Recovery of money/property - § 547 preference
☒ 13 - Recovery of money/property - § 548 fraudulent transfer
☐ 14 - Recovery of money/property - other

FRBP 7001(2) - Validity, Priority or Extent of Lien

- ☐ 21 - Validity, priority or extent of lien or other interest in property

FRBP 7001(3) - Approval of Sale of Property

- ☐ 31 - Approval of sale of property of estate and of a co-owner - § 363(h)

FRBP 7001(4) - Objection/Revocation of Discharge

- ☐ 41 - Objection/revocation of discharge - § 727(c), (d), (e)

FRBP 7001(5) - Revocation of Confirmation

- ☐ 51 - Revocation of confirmation

FRBP 7001(6) - Dischargeability

- ☐ 66 - Dischargeability - § 523(a)(1), (14), (14A) priority tax claims
☒ 62 - Dischargeability - § 523(a)(2), false pretenses, false representation,
actual fraud
☐ 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement,
larceny

(continued next column)

☒ Check if this case involves a substantive issue of state law☒ Check if a jury trial is demanded in complaint

FRBP 7001(6) - Dischargeability (continued)

- ☐ 61 - Dischargeability - § 523(a)(5), domestic support
☐ 68 - Dischargeability - § 523(a)(6), willful and malicious injury
☐ 63 - Dischargeability - § 523(a)(8), student loan
☐ 64 - Dischargeability - § 523(a)(15), divorce or separation obligation
(other than domestic support)
☒ 65 - Dischargeability - other

FRBP 7001(7) - Injunctive Relief

- ☒ 71 - Injunctive relief - imposition of stay
☐ 72 - Injunctive relief - other

FRBP 7001(8) - Subordination of Claim or Interest

- ☒ 81 - Subordination of claim or interest

FRBP 7001(9) - Declaratory Judgment

- ☐ 91 - Declaratory judgment

FRBP 7001(10) - Determination of Removed Action

- ☐ 01 - Determination of removed claim or cause

Other

- ☐ SS-SIPA Case - 15 U.S.C. §§ 78aaa et seq.
☐ 02 - Other (e.g., other actions that would have been brought in state court
if unrelated to bankruptcy case)

☐ Check if this is asserted to be a class action under FRCP 23

Demand: \$ 6 million +

Other Relief Sought: punitive and statutory damages; special damages for
BID AND NIED.

Exhibit B

ISSUED

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

2016 MAR -1 PM 3:05

Attorney for Plaintiff
Jason Hester

L. MOCK CHEW, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

JASON HESTER, an individual,

Plaintiff

vs.

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 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)

WRIT OF EJECTMENT;

RETURN OF SERVICE ON WRIT
OF EJECTMENT

WRIT OF EJECTMENT; RETURN OF SERVICE ON WRIT OF EJECTMENT

THE STATE OF HAWAII

TO: THE DIRECTOR OF PUBLIC SAFETY OF THE STATE OF HAWAII,
HIS/HER DEPUTY, THE CHIEF OF POLICE OF THE HAWAII POLICE
DEPARTMENT, OR HIS DEPUTY, OR TO ANY POLICE OFFICER OF THE

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

J. Mock Chew
Clerk, Third Circuit Court, State of Hawaii

COUNTY OF HAWAII OR PERSON AUTHORIZED BY THE LAWS OF THE
STATE OF HAWAII.

Pursuant to the Final Judgment filed 12-30-2015
~~Order Granting In Part And Denying In Part Plaintiff's Motion For~~

~~Summary Judgment~~ filed herein, Plaintiff JASON HESTER is entitled to the issuance of a Writ of Ejectment against the above-named Defendants 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 PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE ENTITIES 1-10 and DOE GOVERNMENTAL UNITS 1-10 for possession of the premises located at 13-3775 Pahoa Kalapana Road, Pahoa, Hawaii 96778-7924, TMK Nos. (3) 1-3-001:049 & 043.

THEREFORE, EFFECTIVE IMMEDIATELY, FROM THE ISSUANCE DATE OF THIS WRIT, YOU ARE COMMANDED TO REMOVE the said above-named Defendants 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 PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE ENTITIES 1-10 and DOE GOVERNMENTAL UNITS 1-10 and all persons holding under or through said Defendants from the premises above-mentioned, including their personal belongings and properties, and put Plaintiff JASON HESTER, or his nominee, in full possession thereof; and make due return of this Writ with what you have done endorsed thereon.

Dated: Kealahou, Hawaii FEB 29 2016

MELVIN H. FUJINO (SEAL)

JUDGE OF THE ABOVE-ENTITLED COURT

Re: Civil No. 14-1-0304; *Jason Hester v. Leonard G. Horowitz, et al.*; Writ of Ejectment;
Return of Service on Writ

Margaret (Dunham) Wille #8522

Attorney at Law

65-1316 Lihipali Road

Kamuela, Hawaii 96743

Tel: 808-854-6931

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**

) **FOR DEFENDANTS' EMERGENCY**

) **MOTION FOR STAY OF WRIT**

) **OF EJECTMENT**

) **[HRCP 62(b)]**

)

)

) JUDGE: Honorable Melvin H. Fujino

)

) Non-hearing motion

)

)

**DECLARATION OF ATTORNEY MARGARET D. WILLE FOR DEFENDANTS'
EMERGENCY MOTION FOR STAY OF WRIT OF EJECTMENT [HRCP 62(b)]**

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

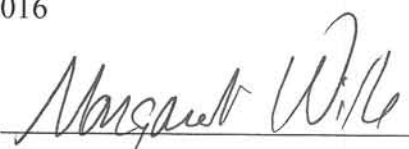
- 1) I am an individual over the age of twenty-one (21) years, a resident of the State and County of Hawai'i.
- 2) I am licensed to practice law before the Courts of Hawai'i.
- 3) As of June 29, 2015, I have been the attorney for Defendant-Appellants LEONARD G. HOROWITZ and THE ROYAL BLOODLINE OF DAVID 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 "A" is a true and correct copy of the Notice of Bankruptcy filed in Civ. No. 14-1-0304 on March 10, 2016.
- 5) I declare that Exhibit "B" is a true and correct copy of the Writ of Ejectment posted on the subject property on or about March 12, 2016
- 6) All statements made in the accompanying Motion and Memorandum are true and correct to the best of my knowledge and belief.

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: March 14, 2016

Signed: _____


MARGARET (DUNHAM) WILLE
Attorney for Defendants
LEONARD G. HOROWITZ and
THE ROYAL BLOODLINE OF DAVID.

Hester. vs. Horowitz Civ. No. 05-1-0196; *Declaration of Attorney Margaret Wille For DEFENDANTS' EMERGENCY MOTION FOR STAY OF WRIT OF EJECTMENT* [HRCP 62(b)]

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

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, 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)
)
)
) **NOTICE OF NON-HEARING MOTION**
) DEFENDANTS' MOTION DEFENDANTS'
) EMERGENCY MOTION FOR STAY OF WRIT
) OF EJECTMENT [HRCP 62(b)])
)
) JUDGE: Honorable Melvin Fujino
)
)
)
)
)
)

NOTICE OF NON-HEARING MOTION

TO:

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


Attorney for Jason Hester

YOU ARE HEREBY NOTIFIED that the undersigned has filed with the above-captioned court the DEFENDANTS' EMERGENCY MOTION FOR STAY OF WRIT OF EJECTMENT [HRCP 62(b)], with associated filings.

Hawaii Rules of Circuit Courts Rule 7(b) provides that

“Any opposition to a non-hearing motion shall be filed and served no later than 10 days after the service date indicated on the certificate of service accompanying the motion or no later than 12 days after the service date if the motion is served by mail”.

DATED: Waimea, HI, 96743 March 14, 2016



MARGARET WILLE, Attorney for Defendants
LEONARD G. HOROWITZ; SHERRI KANE;
and THE ROYAL BLOODLINE OF DAVID, et. al.

Jason Hester, , Plaintiff v. Leonard G. Horowitz et al, Defendants; Civ. No. 14-1-0304 *NOTICE OF NON-HEARING EMERGENCY MOTION FOR STAY.*

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

Attorney for Defendants

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

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

) CIV. NO. 14-1-0304
) (Other Civil Action)
)
)

) CERTIFICATE OF SERVICE
) DEFENDANTS' EMERGENCY
) MOTION FOR STAY OF WRIT OF
) EJECTMENT [HRCP 62(b)],
) MEMORANDUM IN SUPPORT,
) EXHIBITS A and B, DECLARATION
) OF MARGARET WILLE, NOTICE OF
) NON-HEARING MOTION

) Judge: Honorable Melvin H. Fujino

) Non-Hearing Motion

CERTIFICATE OF SERVICE

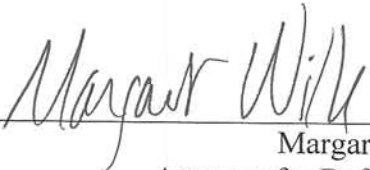
I HEREBY CERTIFY that on this 14th day of March, 2016, I served a true and correct copy of the foregoing "NON-HEARING MOTION AND DECLARATION OF ATTORNEY MARGARET D. WILLE FOR DEFENDANTS' EMERGENCY MOTION FOR STAY OF WRIT OF EJECTMENT [HRCP 62(b)], Exhibits, Declaration of Attorney Margaret Wille", by the method described below to:

STEPHEN D. WHITTAKER (2191)
73-1459 Kaloko Drive
Kailua Kona, HI 96740
808-960-4536

☒ U.S. Mail, Postage Prepaid

HONORABLE JUDGE MELVIN H. FUJINO
THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII
79-1020 Haukapila Street
Kona, HI 96750

☒ Hand Delivery



Margaret Wille
Attorney for Defendants,
Leonard G. Horowitz, Sherri Kane and
The Royal Bloodline of David

Jason Hester vs. Leonard G. Horowitz et al, Civ. 14-1-0304; *Certificate of Service*
DEFENDANTS' EMERGENCY MOTION FOR STAY OF WRIT OF EJECTMENT,
MEMORANDUM IN SUPPORT OF DEFENDANTS' EMERGENCY MOTION FOR
STAY OF WRIT OF EJECTMENT [HRCP 62(b)], EXHIBITS, NOTICE OF NON-
HEARING MOTION, DECLARATION OF MARGARET WILLE

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances.

Nicole Ann Thompson
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii



R-591 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JAN 23, 2004 08:01 AM
Doc No(s) 2004-014440



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$550.00

20 3/4 Z2

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X) PICKUP () TO:

The Royal Bloodline of David

P.O. Box 1739

Newport, Washington 99156

ITC

ESCROW NO.: 302-00225945-BJI
Brenda Ioane

THIS DOCUMENT CONTAINS 7 PAGES

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: LORAN LEE, also known as C. Loran Lee, single, whose mailing address
is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778

GRANTEE: THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit
corporation, whose mailing address is P. O. Box 1739, Newport,
Washington 99156

TAX MAP KEY (3) 1-3-001:049 and :043

PKK/ITC2003.DED/11-6-03

Exhibit 6

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That LORAN LEE, also known as C. Loran Lee, single, whose mailing address is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, hereinafter called the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor paid by **THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation**, whose mailing address is P. O. Box 1739, Newport, Washington 99156, hereinafter called the "Grantee", the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee all of that certain real property designated on the tax maps of the Third Taxation Division, State of Hawaii, as Tax Map Key 1-3-001:049 and :043, more particularly described in Exhibit A attached hereto and made a part hereof, subject to the encumbrances noted therein.

TOGETHER WITH ALL and singular the buildings, improvements, rights, tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith.

TO HAVE AND TO HOLD the same unto the Grantee, and the Grantee's successors and assigns, in fee simple forever.

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of said granted premises and that the said premises are free and clear of all encumbrances except as aforesaid, and except for assessments for real property taxes not yet due. And the said Grantor further covenants and agrees that the Grantor has good right to sell and convey the said premises in the manner aforesaid; that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

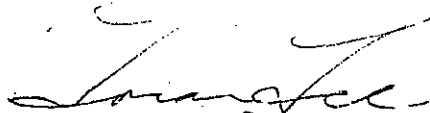
AND in consideration of the premises, the Grantee hereby acknowledges that the Grantee is aware, understands and agrees that all of the premises herein conveyed, including, but not limited to, all improvements located thereon, are being conveyed by the Grantor to the Grantee "AS IS" without warranty or representation, express or implied, as to condition or fitness for any purpose whatsoever, the Grantee hereby agreeing, acknowledging and affirming to the Grantor that the Grantee has had full opportunity to inspect the premises and accept the same "AS IS", as provided

for in the sales contract and any and all addenda thereto. The terms of said "AS IS" provisions are incorporated herein by reference and shall survive closing.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee", as and when used hereinabove or hereinbelow shall mean and include the masculine or feminine, the singular or plural number, individuals, associations, trustees, corporations or partnerships, and their and each of their respective successors in interest, heirs, executors, personal representatives, administrators and permitted assigns, according to the context thereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

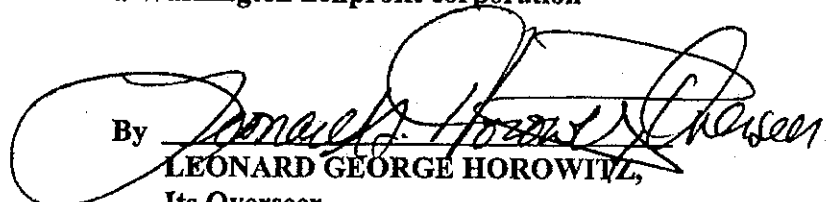
The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this 15th day of JANUARY, 2004. 4024105222 bnp


LORAN LEE A.K.A C. LORAN LEE

THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation

APPROVED AS TO FORM
PETER K. KUBOTA
ATTORNEY AT LAW

By 
LEONARD GEORGE HOROWITZ,
Its Overseer

BY _____
11-7-03

EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. E. Elderts

Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHRIAHLULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;
- Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:
4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to Loran Lee, single, by Deed dated November 3, 2000, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2001-189329.

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to Loran Lee, by Deed dated November 23, 1999, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2000-030528.

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT A

PROMISSORY NOTE

\$350,000.00

1/15, 2003 ^{24,05}

FOR VALUE RECEIVED, the undersigned promises to pay to **LORAN LEE**, also known as **C. Loran Lee, single**, whose mailing address is **13-3775 Kalapana Highway, Pahoa, Hawaii 96778**, or order, the sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**, with interest thereon from the 15th day of JANUARY, 2003, until fully paid at **eight percent (8%)** per annum, principal and interest payable in lawful money of the United States as follows:

Interest only shall be payable monthly, commencing on the 15th day of JANUARY, and on the 15th day of each month thereafter, which amount on the original balance shall be **TWO THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$2,333.33)**, said payments to continue until the 15th day of JANUARY, 2008, at which date there shall be due a final payment to include all principal and interest then owing.

There shall be no premium charged to the Maker hereof for prepayment at any time of up to **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** of the original balance of this Promissory Note. However, if any further prepayment is made, there shall be a premium of **FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00)** charged to the Maker hereof.

If any installment be not paid when the same becomes due, then, or at any time during such default, the entire principal and interest owing hereon shall become due and payable at the election of the holder hereof, and notice of such election is hereby waived.

The undersigned shall pay to the Note holder a late charge of five percent (5%) of any monthly installment not received by the Note holder within fourteen (14) days after the installment is due.

If this Note is placed in the hands of an attorney for collection, or if suit is brought hereon, the undersigned promises to pay the costs of collection, including reasonable attorneys' fees.

The makers, endorsers and guarantors hereof, each jointly and severally, waive diligence, presentment, demand of payment, notice of non-payment, protest and notice of protest.

No. P-4
Rec'd & Marked _____
Exhibit _____ for identification
_____ in evidence
Date _____

This Promissory Note is secured by a Mortgage of even date herewith.

THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation

By


LEONARD GEORGE HOROWITZ
Individually and as its Overseer

**PAYMENTS MADE ON \$550,000.00 PURCHASE BY THE BUYERS,
LEONARD G. HOROWITZ AND THE ROYAL BLOODLINE OF DAVID,
TO THE SELLER, CECIL LORAN LEE (AND GARNISHER, PHILLIP
MAISE), JANUARY 15, 2004, THROUGH FEBRUARY 27, 2009.**

EVIDENCE OF PAYMENT	PAYMENT DATE	BUYER DEBIT (\$)	BUYER CREDIT (\$)
Combined Closing Statement	1-15-04	550,000	200,000.00
Cancelled Checks # 2025	2-20-04		2333.33
# 2135	3-08-04		2333.33
# 2148	4-10-04		2333.33
# 2518	5-29-04		2333.33
# 2527	7-10-04		2333.33
# 2543	8-01-04		2333.33
# 2556	9-03-04		2333.33
# 2148	4-10-04		2333.33
# 2518	5-29-04		2333.33
# 2527	7-10-04		2333.33
# 2543	8-01-04		2333.33
Garnishment Confusion delays 4 payments to Jan. 13, 05 (see below)			
# 2596	1-13-05 (four months payment issued)		9333.32
# 2603	2-07-05		2333.33
# 2621	4-07-05		2333.33
# 2623	5-03-05		2333.33
# 2632	5-30-05 (June payment)		2333.33
# 2637	7-01-05		2333.33
# 2547	8-05-05		2333.33
# Dif. Accnt.	9-06-05		2333.33
# 2654	10-12-05		2333.33
# 2658	11-02-05		2333.33
# 2667	12-05-05		2333.33
# 2670	01-03-06		2333.33
# 2685	02-15-06		2333.33
# 2691	03-10-06		2333.33
# 2699	04-20-06		2333.33
# 2711	05-03-06		2333.33
# 2720	05-29-06 (August payment)		2333.33
# 2721	07-27-06		2333.33
# 2725	08-15-06		2333.33
# 2741	09-27-06		2333.33
# 2749	11-04-06 (October payment)		2333.33
# 2755	11-21-06		2333.33
# 2767	01-04-07		2333.33
# 2901	02-02-07		2333.33
Lee's Bankruptcy Filing Puts All Payments on Hold			
# 2928	06-29-07 (Five mos. payments Mar. - July)		11,666.65
# 2947	11-03-07		9333.33
# 2885	02-07-08		6999.99
# 2806	04-10-08		2333.33
# 2796	10-20-08		13,999.99
# 5903945	02-27-09		26,204.13
# Wire transfer	02-02-09		64,000.00
# 2855	02-03-09		64,000.00
TOTAL PAYMENTS TO PLAINTIFF ON NOTE.....			\$487,203.96
CREDIT \$100,000.00 IN CONTRACTED EARLY PAYMENT PROHIBITED.....			\$587,203.96
CREDIT \$907.96 IN JUDGMENT CREDIT FROM CIV. NO. 05-1-0196.....			\$588,111.94

....

Organizational Chart Detailing the Real Estate Enterprise of PAUL J. SULLA, JR. et. al.

ATTORNEY PAUL J. SULLA, JR.
Real Estate Firm Enterprises for Prohibitive Tax Evasion and Money
Laundering: Foreclosure Fraud, Securities Fraud, & Drug Trafficking

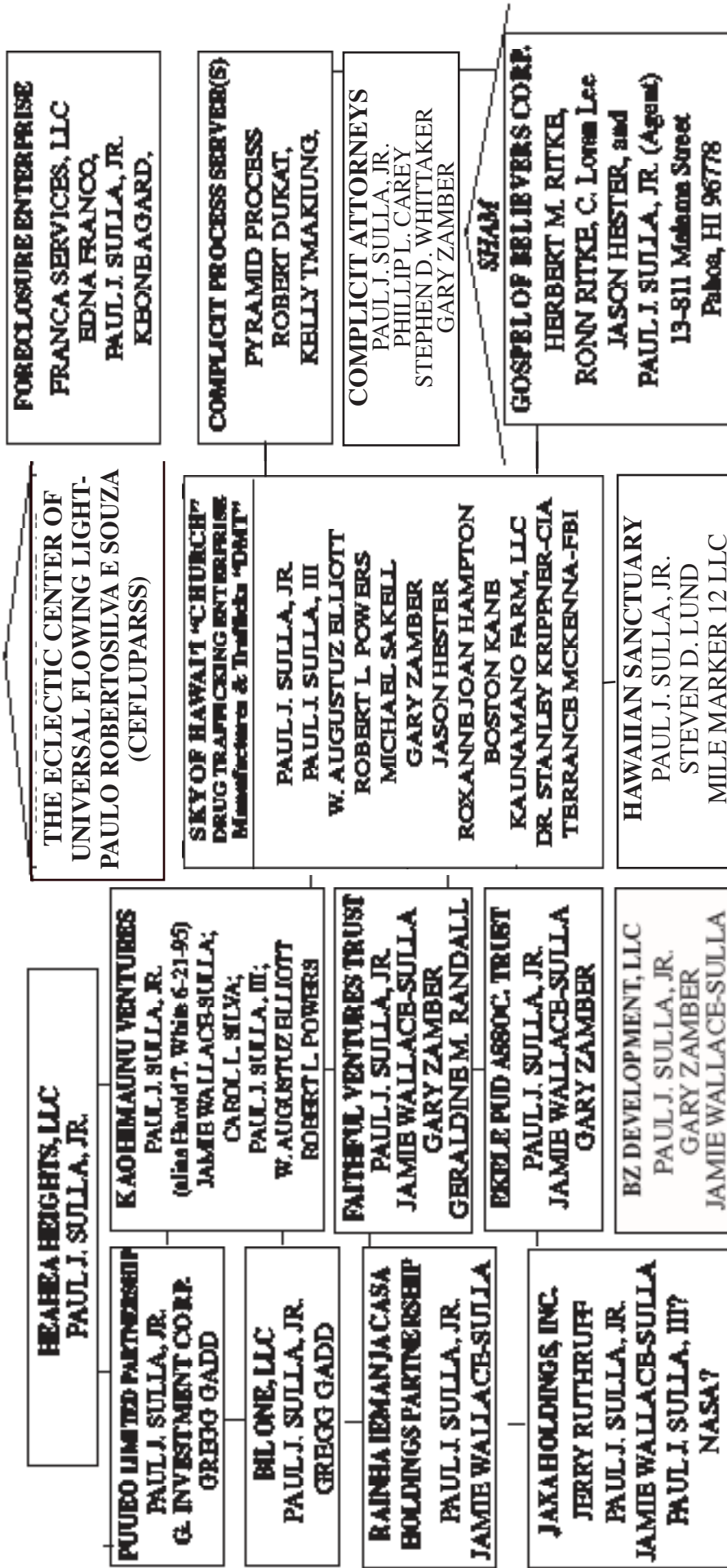


Exhibit 7



R-1438 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
MAR 05, 2004 08:02 AM
Doc No(s) 2004-046836



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES
CONVEYANCE TAX: \$40.00

20 1/1 22

LAND COURT

REGULAR SYSTEM

Return by Mail () Pickup () This document contains ___ pages

Paul J. Sulla, Jr.
PO Box 1140
Hanalei, HI 96714

TMK: 3rd-4-6-09-81:003

CONDOMINIUM DEED

THIS INDENTURE made this 5th day of January, 2004, by and between KAOHIMAUNU LIMITED PARTNERSHIP, a Hawaii Limited Partnership, whose address is PO Box 1140, Hanalei, Hawaii, 96754, hereinafter collectively called "Grantor" and PAUL J. SULLA, III whose address is P.O. Box 1514, Honokaa, Hawaii 96727, hereinafter referred to as "Grantee";

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the Grantor paid by the Grantee, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey the real property described in Exhibit "A" attached hereto and expressly made a part hereof unto the Grantee, as TENANT IN SEVERALTY.

Exhibit 8

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held or enjoyed therewith, unto Grantee as aforesaid, forever, subject to the terms, covenants, conditions and restrictions set out in the declaration of condominium property regime and the by-laws referred to in Exhibit "A" attached hereto and made a part hereof, as the same may hereafter be amended in accordance with law and the terms of said declaration and by-laws.

AND Grantor hereby covenants and agreed with Grantee that Grantor is lawfully seized in fee simple of the granted property and has good right to give, grant, bargain, sell and convey the same as aforesaid; that the same is free and clear of all encumbrances, except for non-delinquent real property taxes and except as set forth in Exhibit "A"; and Grantor will warrant and defend the same unto Grantee against the lawful claims and demands of all persons whomsoever except as herein set forth.

AND Grantee does hereby covenants to and with Grantor for the benefit of the owners from time to time of all other apartments in the condominium property regime that Grantor will observe and perform all of the terms, covenants, conditions and restrictions set forth in said declaration and by-laws, as the same exist or may hereafter be amended in accordance with law and the terms of said declaration and by-laws, on the part of the Grantee to be observed and performed as and when required to do so and will indemnify and hold and save harmless them and each of them from any failure so to observe and perform any of such terms, covenants, conditions and restrictions.

The rights and obligations of Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, devisees, heirs, personal representatives, successors and assigns.

All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

EXHIBIT "A"

Those certain premises composing a portion of the KAOHIMAUNU Condominium Project (hereinafter called the "Project"), which Project consists of the land and improvements situate at Homestead Road, Ahualoa Homesteads, Hamakua, Island and County of Hawaii, State of Hawaii, as established by Declaration of Condominium Property Regime dated November 9, 1995, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 95-146049 (hereinafter called the "Declaration"), as hereafter amended, said premises being more particularly described as follows:

FIRST: UNIT 3 of said Project as shown on the plan thereof recorded in the Bureau of Conveyances of the State of Hawaii as Condominium Map No. 2307, hereinafter called the "Condominium Map".

TOGETHER WITH appurtenant limited common elements as follows:

(a) That certain land area upon and around which Unit 3 is located, shown and designated on the Condominium Map as "Limited Common Element Land Area Appurtenant to Unit 3", containing an area of approximately 4.760 acres, shall be a limited common element appurtenant to and for the exclusive use of Unit 3.

TOGETHER WITH appurtenant easements as follows:

(a) Non-exclusive easements in the common elements designated for such purposes for ingress to, egress from, utility services for, and maintenance and repair of said unit; and the other common elements for use according to their respective purposes.

SECOND: An undivided 16.7% percentage interest in all common elements of the Project, as established for said unit by the Declaration as a tenant in common with the other owner(s) thereof.

The land upon the Project is located as described in the Declaration, said description being specifically incorporated herein be reference.

BEING A PORTION OF THE PREMISES ACQUIRED BY WARRANTY DEED:

GRANTOR: W. AUGUSTUZ ELLIOT, TRUSTEE of KAOHIMAUNU VENTURES u/d/t dated December 1, 1988

GRANTEE: KAOHIMAUNU LIMITED PARTNERSHIP, a Hawaiian Limited Partnership

DATED: September 22, 1995
Doc No.: 95-130038

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

"Grantor"

KAOHIMAUNU LIMITED PARTNERSHIP,
a Hawaii Limited Partnership

By Robert L. Powers
ROBERT L. POWERS, Trustee of the
Kaohimaunu Management Trust
u/d/t dated June 21, 1995

Its General Partner

"Grantee"

Paul J. Sulla, III
PAUL J. SULLA, III

STATE OF HAWAII)

) SS

COUNTY OF HAWAII)

On this 5th day of January, 200⁴, before me appeared ROBERT L. POWERS, Trustee of the Kaohimaunu Management Trust u/d/t dated June 21, 1995, to me personally known, who, being by me duly sworn, did say that, he as Trustee, is the General Partner of **KAOHIMAUNU LIMITED PARTNERSHIP**, a Hawaii Limited Partnership, that the foregoing instrument was signed in the name of and in behalf of said partnership and said partner acknowledged that HE executed the same as HIS free act and deed and as the free act and deed of said partnership.


Notary Public, State of Hawaii

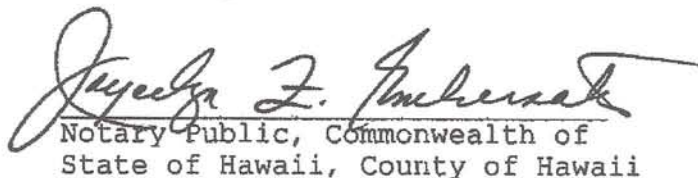
My Commission Expires 12-19-06
JOYCELYN F. EMBERNATE

STATE OF HAWAII)

) SS

COUNTY OF HAWAII)

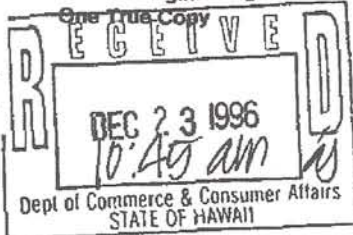
On this 5th day of January, 200⁴, before me personally appeared PAUL J. SULLA, III, to me known to be the person described in and who executed the foregoing instrument and acknowledged that HE executed the same as HIS free act and deed.


Notary Public, Commonwealth of
State of Hawaii, County of Hawaii

My Commission Expires 12-19-06
JOYCELYN F. EMBERNATE

03/14/201410007 Nonrefundable Filing Fee - \$10.00

Submit Original and
One True Copy



State of Hawaii
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richards Street
Mailing Address: P. O. Box 40, Honolulu, HI 96810

DOMESTIC
LIMITED PARTNERSHIP

CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

B34 00085839 13- 1/27/97

20.00

The Certificate of Limited Partnership of Kaohimaunu Limited Partnership

filed on 6 / 26 / 95

(Month, day, year)

is hereby amended as follows:

The General Partner, Harold T. White, Trustee of Kaohimaunu Management Trust, an irrevocable trust u/d/t dated June 21, 1995, of P. O. Box 81, Kilauea, Hawaii 96754, has withdrawn as General Partner.

Robert L. Powers, Successor Trustee of Kaohimaunu Management Trust, an irrevocable trust u/d/t dated June 21, 1995, of P. O. Box 81, Kilauea, Hawaii 96754, has been admitted as General Partner.

We certify, under the penalties set forth in Sections 425D-204 and 425D-1108, Hawaii Revised Statutes, that we have read the above statements and that the same are true and correct.

Witness our hands this 21st day of November, 19 96.

Harold T. White

Harold T. White, Trustee

Kaohimaunu Management Trust

u/d/t dated June 21, 1995

Robert L. Powers Successor Trustee

Robert L. Powers, Successor Trustee

Kaohimaunu Management Trust

u/d/t dated June 21, 1995

SIGNATURES MUST BE IN BLACK INK

(See Instructions on Reverse Side)

LP-2
12/89

6316 L5
189570

Exhibit 9

Dishonored Check Fee \$7.50
015-0925-09 (Fee)

STATE OF HAWAII

**EXPEDITED
REVIEW**

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

IN THE MATTER OF THE CERTIFICATE OF
LIMITED PARTNERSHIP

OF

KAOHIMAUNU LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP
(Chapter 425D, Hawaii Revised Statutes)

OF

KAOHIMAUNU LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

831 00002896	2- 7/10/95	25.00
912 00002897	2- 7/10/95	40.00

That the undersigned, being desirous of forming a Limited Partnership, in accordance with the provisions of Chapter 425D, Hawaii Revised Statutes, declare as follows:

1. LIMITED PARTNERSHIP NAME

The name of the Limited Partnership shall be:

KAOHIMAUNU LIMITED PARTNERSHIP2. LOCATION OF OFFICE

The principal place of business of the Limited Partnership shall be:

4270 Kilauea Road, Suite I3
P. O. Box 81
Kilauea, Hawaii 96754

The Limited Partnership shall continuously maintain in the State of Hawaii a specified office at which the records are kept. The specified office does not need to be a place of its business in the State. The address of the specified office, if different from the address of the principal place of business, is:

4270 Kilauea Road, Suite I3
P. O. Box 81
Kilauea, Hawaii 96754

Exhibit 10

1472820

or at such other office within the State of Hawaii as its business may from time to time require.

3. GENERAL PARTNER

The name and residence address of the General Partner is as follows:

Paul J. Sulla, Jr., Trustee
KAOHIMAUNU MANAGEMENT
TRUST

P. O. Box 81
Kilauea, HI 96754

4. LIMITED PARTNERS

The name and residence address of the Limited Partner is as follows:

W. Augustuz Elliott, Trustee
KAOHIMAUNU VENTURES
u/d/t dated December 1, 1988

P. O. Box 1410
Honokaa, HI 96727

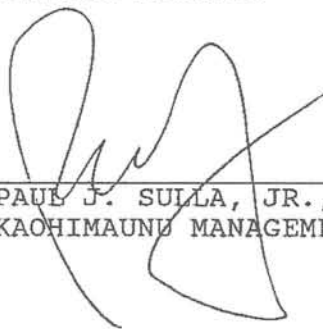
5. TERM OF PARTNERSHIP

The Term for which the Partnership is to exist is from the date this Certificate is accepted for filing, and shall continue until dissolved or terminated.

I certify, under the penalties set forth in Section 425D-204 and 425D-1108, Hawaii Revised Statutes, that I have read the above statements and that the same are true and correct.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this 23rd day of June, A.D. 1995.

GENERAL PARTNER



PAUL J. SULLA, JR., Trustee
KAOHIMAUNU MANAGEMENT TRUST

03/14/201410008

Nonrefundable Filing Fee - \$10.00

DOMESTIC
LIMITED PARTNERSHIP

Submit Original and
One True Copy

State of Hawaii
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richards Street
Mailing Address: P. O. Box 40, Honolulu, HI 96810



CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

B34 00048525 13-11/13/95 10.00

The Certificate of Limited Partnership of KAOHIMAUNU LIMITED PARTNERSHIP

6316L5

filed on June 26, 1995

(Month, day, year)

is hereby amended as follows:

3. General Partners

^{HTW}
~~PJS~~ The General Partner, Paul J. Sulla, Jr., Trustee of Kaohimaunu ~~Management~~ Management Trust, an irrevocable trust u/d/t dated June 21, 1995, of P. O. Box 81, Kilauea, HI 96754 has withdrawn as General Partner.

Harold T. White, Successor Trustee of Kaohimaunu ~~Management~~ ^{PJS} ~~Management~~ Management Trust, an irrevocable trust u/d/t dated June 21, 1995, of P. O. Box 1485, Honokaa, HI 96727 has been admitted as General Partner.

We certify, under the penalties set forth in Sections 425D-204 and 425D-1108, Hawaii Revised Statutes, that we have read the above statements and that the same are true and correct.

Witness our hands this

30th

day of

October

1995

Paul J. Sulla, Jr., Trustee

Kaohimaunu Management Trust

u/d/t dated June 21, 1995

Harold T. White, Successor Trustee

Kaohimaunu Management Trust

u/d/t dated June 21, 1995

SIGNATURES MUST BE IN BLACK INK

(See Instructions on Reverse Side)

6316L5

LP-2 #1545330
12/89

Exhibit 11

Dishonored Check Fee \$7.50
015-0925-09 (Fee)

FORGERIES OF CLAIMED TRUSTEE "HAROLD T. WHITE"'S SIGNATURE
by PAUL J. SULLA, JR. SHOWS UNIQUE LETTERS "H" "A" "t" and "th" and "st"

Witness our hands this 21st day of Nov the Declarant has caused this
u/d/t dated June 21, 1995

Harold T. White

Harold T. White, Trustee

Kaohimaunu Management Trust

u/d/t dated June 21, 1995

SIGNATURES MUST BE IN BLACK INK

KAOHIMAUNU LIMITED PARTNERSHIP
a Hawaii limited partnership

Harold T. White

By Harold T. White, Trustee of
the Kaohimaunu Management Trust
u/d/t dated June 21, 1995
its General Partner

Dated at Hilo HI, this 7th day
of August 2012.

HAAHEA HEIGHTS, LLC

By

Paul J. Sulla, its manager

Beth Chrisman
Forensic Document Examiner
13437 Ventura Blvd, Ste 213
Sherman Oaks CA 91423
Phone: 310-957-2521 Fax: 310-861-1614
E-mail: beth@handwritingexpertcalifornia.com
www.HandwritingExpertCalifornia.com

CURRICULUM VITAE

I am, Beth Chrisman, a court qualified Forensic Document Examiner. Beginning my career in 2006, I have examined over 500 document examination cases involving over 6500 documents. I trained with the International School of Forensic Document Examination and have apprenticed under a leading court-qualified Forensic Document Expert.

Forensic Examination Provided For:

Disputed documents or signatures including: wills, checks, contracts, deeds, account ledgers, medical records, and autograph authentication. Investigation and analysis including: questioned signatures, suspect documents, forgeries, identity theft, anonymous letters, alterations, obliterations, erasures, typewritten documents, altered medical records, graffiti, handwritten numbers, and computerized and handwritten documents.

Education

- Bachelor of Science Specializing in Prosthetics and Orthotics from the University of Texas Southwestern Medical Center at Dallas

- International School of Forensic Document Examination: Certified Forensic Document Examination, Graduation Date July 2008

Specific Areas of Training:

Handwriting Identification and Discrimination, Signature Comparison, Techniques for Distinguishing Forged Signatures, Disguised Handwriting, Altered Numbers, Anonymous Writing, Laboratory Procedures, Forensic Microscopy and Forensic Photography, Identifying Printing Methods, Papers and Watermarks, Factors that Affect Writing, Demonstrative Evidence Training, Demonstrative Evidence in the High-Tech World, Forgery Detection Techniques, Detection of Forged Checks, Document Image Enhancement, Graphic Basis for Handwriting Comparison, Ethics in Business and the Legal System, Mock Courtroom Trails

- American Institute of Applied Science; 101Q Questioned Documents course completed
- 3 year on-the-job apprenticeship with Bart Baggett, a court qualified document examiner and the president of the International School of Forensic Document Examination, October 2006 – October 2009.

Apprenticeship Included:

Gathering documents, setting up case files, scanning and photographing documents, assisting with on-site examinations, interacting as client liaison with attorneys and clients, accounting and billing, peer reviews, preparing court exhibits, directed and witnessed client hand written exemplars, as well as reviewed and edited official opinion letters and reports for Mr. Baggett's office. I managed 204 cases consisting of 2157 documents during this time period.

Furthermore, I began taking active individual cases that were mentored and/or peer reviewed by Bart Baggett.

- ACFEI Conference October 2009, Las Vegas, NV. (American College of Forensic Examiners International) Attended specific lectures on ink and paper counterfeiting by FBI personnel.

Beth Chrisman
Forensic Document Examiner
13437 Ventura Blvd, Ste 213
Sherman Oaks CA 91423
Phone: 310-957-2521 Fax: 310-861-1614
E-mail: beth@handwritingexpertcalifornia.com
www.HandwritingExpertCalifornia.com

CURRICULUM VITAE Cont.

Further Qualifications:

I am the Director of the International School of Forensic Document Examination; creating curriculum, choosing textbooks, creating schedules and overseeing student apprentice qualifications for students worldwide. I teach and mentor students worldwide, including students in the United States, New Zealand, Australia, India and Slovakia. I also peer review cases for other working document examiners.

Laboratory Equipment:

Numerous magnifying devices including 30x, 20x and 10x loupes, Light Tracer light box, protractor, calipers, metric measuring devices, slope protractor and letter frequency plate, handwriting letter slant and comparison plate, typewriter measurement plate, type angle plate, digital photography equipment, zPix 26x-130x zoom digital hand-held microscope, zOrb 35x digital microscope, an illuminated stereo microscope, Compaq Presario R3000, HP PC, 2 high resolution printers, 2 digital scanners, 1 high resolution facsimile machine, and a copy machine.

Library

Numerous forensic document examination titles and other handwriting reference materials.

Beth Chrisman
Forensic Document Examiner
13437 Ventura Blvd, Suite 213
Sherman Oaks, CA 91423
Phone: 310-957-2521 Fax: 310-861-1614
E-mail: beth@handwritingexpertcalifornia.com
www.HandwritingExpertCalifornia.com

LEVELS OF OPINION-BASED ON ASTM GUIDELINES FOR EXPRESSING CONCLUSIONS

Since the observations made by the examiner relate to the product of the human behavior there are a large number of variables that could contribute to limiting the examiner's ability to express an opinion confidently. These factors include the amount, degree of variability, complexity and contemporaneity of the questioned and/or specimen writings. To allow for these limitations a scale is used which has four levels on either side of an inconclusive result. These levels are:

- **Identification / Elimination**

May be expressed as 'The writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the examiner denotes no doubt in their opinion; this is the highest degree of confidence expressed by a document examiner.

- **Strong Probability**

May be expressed as 'There is a strong probability the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence is very persuasive, yet some critical feature or quality is missing; however, the examiner is virtually certain in their opinion.

- **Probable**

May be expressed as 'It is probable the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence points strongly toward / against the known writer; however, the evidence falls short of the virtually certain degree of confidence.

- **Evidence to Suggest**

May be expressed as 'there is evidence to suggest the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when there is an identifiable limitation on the comparison process. The evidence may have few features which are of significance for handwriting comparisons purposes, but those features are in agreement with another body of writing.

- **Inconclusive**

May be expressed as 'no conclusion could be reached as to whether the writer of the known documents wrote / did not write the questioned writing.' This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing and the examiner does not have even a leaning one way or another.

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1 **EXHIBIT 4.2** An original 'Notice to Vacate' posted on September 20, 2013 addressed
2 to 'Mr. Horowitz' containing the alleged handwriting of Robert Dukat.

3 **EXHIBIT 4.3** An original 'Trespass Warning' posted on September 20, 2013 addressed
4 to 'current Occupants of 13-3775 Kalapana-Pahoa Highway, Pahoa,
5 Hawaii' containing the alleged handwriting of Robert Dukat.

6 5. **Documents of ROBERT DUKAT:**

7 **EXHIBIT 5.1** A one page copy of an Application for Registration of Trade Name dated
8 April 16, 2013 containing the purported signature of Robert Dukat.

9 **EXHIBIT 5.2** A one page copy of a Declaration page of a '*Further Affiant Sayeth*
10 *Naught*' dated November 3, 2013 containing the purported signature of
11 Robert Dukat.

12 6. **Documents of PAUL SULLA, JR.:**

13 **EXHIBIT 6.1 through EXHIBIT 6.52** Forty-five (45) documents consisting of
14 numerous envelopes and legal documents regarding Civil No.: 12-1-0417
15 containing the purported handwriting, numerals, and signatures of Paul
16 Sulla, Jr.

17 7. **Basis of Opinion:** The basis for handwriting identification is that writing habits are not
18 instinctive or hereditary but are complex processes that are developed gradually through habit and
19 that handwriting is unique to each individual. Further, the basic axiom is that no one person writes
20 exactly the same way twice and no two people write exactly the same. Thus writing habits or
21 individual characteristics distinguish one person's handwriting from another. A process of analysis,
22 comparison and evaluation is conducted between the known standards and questioned document(s).
23 Based on the conclusions of the expert, an opinion will be expressed. The opinions are derived
24
25
26
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1 from the ASTM Standard Terminology for Expressing Conclusions for Forensic Document
2 Examiners.

3 **8. Examinations & Observations:**

- 4 a. The documents provided are of good quality, with the many of the documents being
5 original.
- 6 b. The questioned documents were inter-compared to determine they were internally
7 consistent and all written by one writer.
- 8 c. The two known documents of Robert Dukat were compared with one another to determine
9 they are internally consistent and exhibit a signature that is angular with similar slant.
- 10 d. The questioned documents and known signature samples of Robert Dukat, Exhibit 5, were
11 then compared. The questioned signatures are actually signed 'R DUM' which is different
12 than the angular up and down movements seen in the known signature samples.
- 13 e. The known documents of Paul Sulla, Jr. contain numerous signatures however are limited
14 in hand printed alpha-numeric samples. The known samples were inter-compared with one
15 another to determine they are internally consistent and samples in Exhibit 6 were written by
16 one writer.
- 17 f. The questioned documents known samples of Paul Sulla, Jr. were then compared to each
18 other revealing some similarity in letter formation, skill of writing and numeric formation.

19 **9. Opinions:** Based upon my thorough analysis of these items, and from an application of
20 accepted forensic document examination tools, principles and techniques my professional expert
21 opinion follows:
22

- 23 a. There is a strong probability that the Robert Dukat of the known signature samples in
24 Exhibit 5 did not sign the three (3) questioned documents. An examination of additional
25
26
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1 known handwriting samples of Robert Dukat and/or original documents may lead to a more
2 conclusive opinion in this case.

- 3 b. It is probable the Paul Sulla of the known handwriting and signature samples in Exhibit 6
4 wrote and signed the questioned documents; Q1, Q2, and Q3. An examination of additional
5 known handwriting samples of Paul Sulla may lead to a more conclusive opinion in this
6 case.

7 Please see EXHIBIT 3 for levels of expressing opinions.

8
9 **10. Declaration:**

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct and that this declaration was executed on the 31st day of January,
12 2014, in Los Angeles, California.

13
14 
15 BETH CHRISMAN

1 ACKNOWLEDGMENT

2 A notary public or other officer completing this certificate verifies only the identity of the
3 individual who signed the document to which this certificate is attached, and not the truthfulness,
4 accuracy, or validity of that document.

5
6 State of California

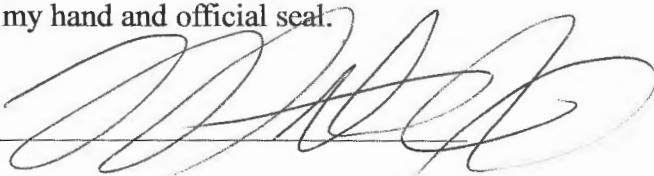
7 County of Los Angeles
8

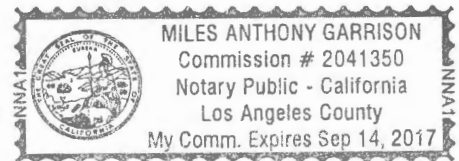
9 On June 30, 2015 before me, Miles Anthony Garrison, Notary Public personally appeared Beth Chrisman,
10 who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
11 to the within instrument and acknowledged to me that she executed the same in her authorized
12 capacity, and that by her signature on the instrument the person, or the entity upon behalf of which
13 the person acted, executed the instrument.
14

15 I certify under PENALTY OF PERJURY under the laws of the State of California that the
16 foregoing paragraph is true and correct.
17
18

19 WITNESS my hand and official seal.

20
21 Signature





Phillip L. Carey
Attorney At Law

688 Kinoole Street, Suite
Hilo, Hawaii 96720
Telephone: (808) 934-8711
Facsimile: (808) 934-8711
careylaw@hawaii.rr.com

September 12, 2013

NOTICE TO VACATE

Medical Veritas, Inc.
13-3775 Kalapana Rd.
Pahoa, HI 96778

Dear Medical Veritas, Inc.:


TAKE NOTICE that you, and all other occupants holding under you, are hereby required to Quit and Deliver, up to the Undersigned, the possession of the Premises now held and occupied by you, and all other occupants holding under you, being the premises and all improvements including a dwelling unit located at: **13-3775 Kalapana Rd, Pahoa, HI 96778** at the expiration of 5 days commencing on September __, 2013 and ending on September __, 2013.

This Notice to Vacate specifically terminates any oral or written agreement you may have with respect to the said premises at the date specified above.

THIS IS INTENDED as a 5-day notice to vacate, for the purpose of terminating your occupancy aforesaid, if any such right of possession ever existed.

Thank you for your anticipated cooperation.

Sincerely,


Phillip L. Carey
Attorney for Jason Hester, Owner

Served by RDUKA upon POSTED
at 13375 Kalapana Rd Pahoa HI 96778
in following manner: POSTED
Accepted _____ date _____

Ex. A

Phillip L. Carey
Attorney At Law

688 Kinoole Street, Suite 105
Hilo, Hawaii 96720
Telephone: (808) 934-9711
Facsimile: (808) 934-9712
careylaw@hawaii.rr.com

September 12, 2013

NOTICE TO VACATE

Leonard G. Horowitz
13-3775 Kalapana Rd.
Pahoa, HI 96778

Dear Mr. Horowitz:

TAKE NOTICE that You, and all other occupants holding under you, are hereby required to Quit and Deliver, up to the Undersigned, the possession of the Premises now held and occupied by you, and all other occupants holding under you, being the premises and all improvements including a dwelling unit located at: **13-3775 Kalapana Rd, Pahoa, HI 96778** at the expiration of 5 days commencing on September 20, 2013 and ending on September 25 2013.

This Notice to Vacate specifically terminates any oral or written agreement you may have with respect to the said premises at the date specified above.

THIS IS INTENDED as a 5-day notice to vacate, for the purpose of terminating your occupancy aforesaid, if any such right of possession ever existed.

Thank you for your anticipated cooperation.

Sincerely,

Phillip L. Carey
Phillip L. Carey
Attorney for Jason Hester, Owner

Served by 12 DUM upon POSTED

at 13-3775 Kalapana Rd, Pahoa HI
in following manner: POSTING

Accepted _____

date 9/20/13

Ex. B

TRESPASS WARNING

This notice is being served upon all other current Occupants of 13-3775 Kalapana-Pahoa Highway, Pahoa, Hawaii to provide notice and warn you that your presence is not authorized upon the premises described below. You are hereby demanded to leave the premises immediately and you are prohibited from coming onto said premises for the length of time stated below. Violation of this warning may result in arrest and prosecution for Criminal Trespass in the First Degree pursuant to Hawaii Penal Code Section 708-813, a misdemeanor.

Person Warned: DOB 10/20/2013
Known Alias(es): _____
D.O.B: _____ Age: _____ S.S. #: _____
Description: Ht: _____ Wt: _____ Race: _____
Build: _____ Complexion: _____ Hair: _____ Eyes: _____
Distinguishing characteristics: _____

The above mentioned person is not permitted at the 13-3775 Kalapana Highway, Pahoa, Hawaii premises for a period of one year, effective immediately.

Signature of Recipient

Date and Time Warning Given

Signature of Other Witness or Police Officer Present When
Warning Given

Ex.C

I Declare under penalty of perjury under the laws of the State of Hawaii, that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

Executed this 3rd day of November, 2013, in Pahoa, Hawaii 96778.

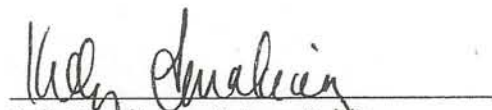


ROBERT DUKAT
Civil Process Server

State of Hawaii)
County of Hawaii)

Subscribed and sworn to (or affirmed) before me on the 3rd day of November, 2013 by Robert Dukat, personally known to me or proved to me on the basis of satisfactory evidence to the person who appeared before me.

Doc Date: 11/3/2013; Doc. Description: Affidavit of Robert Dukat; Exhibit "A-D"; # of Pages: 2;
Third Judicial Circuit



Kelly Tmakiung, Notary Public
State of Hawaii, County of Hawaii
Third Judicial Circuit
My Commission Expires: 5/16/2017



04/18/2013 20022

FILED 04/17/2013 8:40 AM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 586-2727



APPLICATION FOR REGISTRATION OF TRADE NAME (Chapter 482, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

- Applicant's Name: RFD Associates, LLC
- Applicant's Address: RR 3 Box 1229, Pahoa, HI 96778
(including city, state, and zip code)
- Registration is (check one): ☒ New OR ☒ Renewal Accepted as NEW; Trade Name expired on 03/11/2012
- Status of Applicant (check only one): ☐ Sole Proprietor ☐ Corporation ☐ Partnership ☒ LLC ☐ LLP
☐ Unincorporated Association OR ☐ Other (explain): _____
- If applicant is an entity, list state or country of incorporation/formation/organization: WA
- Trade Name is: Pyramid Process
- Applicant is (check one): ☒ Originator of name OR ☐ Assignee (one to whom name was assigned to by another)
- Nature of business for which the trade name is being used: Service of Process

I certify, under the penalties set forth in Section 482-51, Hawaii Revised Statutes, that (check one): ☐ I am the applicant OR
☒ I am the Member of the applicant named in the foregoing application. I am authorized to sign this application, and that the above statements are true and correct to the best of my knowledge and belief.

Robert Dukat

(Print Name)

4/16/2013

(Date)

SEE INSTRUCTIONS ON REVERSE SIDE. Application must be certified by the applicant if an individual. For corporations, application must be signed by an authorized officer of the corporation. General or limited partnerships must be signed by a general partner. For LLC, must be signed and certified by a manager of a manager-managed company or by a member of a member-managed company. LLP must be signed and certified by a partner.

(DEPARTMENTAL USE ONLY)

Certificate of Registration No. 4116331

CERTIFICATE OF REGISTRATION OF TRADE NAME

In accordance with the provisions of Chapter 482, Hawaii Revised Statutes, this Certificate of Registration is issued to secure the aforesaid applicant the use of the said TRADE NAME throughout the State of Hawaii for the term of five years from APRIL 17, 2013 to APRIL 16, 2018

REGISTRATION OF A TRADE NAME WITH
THE DEPARTMENT DOES NOT GRANT
YOU OWNERSHIP OF THE TRADE NAME

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

Dated: APRIL 17, 2013

(Director of Commerce and Consumer Affairs)

B48 (Fee)
S18 (SH)

Beth Chrisman
Forensic Document Examiner
13437 Ventura Blvd, Suite 213
Sherman Oaks, CA 91423
Phone: 310-957-2521 Fax: 310-861-1614
E-mail: beth@handwritingexpertcalifornia.com
www.HandwritingExpertCalifornia.com

LEVELS OF OPINION-BASED ON ASTM GUIDELINES FOR EXPRESSING CONCLUSIONS

Since the observations made by the examiner relate to the product of the human behavior there are a large number of variables that could contribute to limiting the examiner's ability to express an opinion confidently. These factors include the amount, degree of variability, complexity and contemporaneity of the questioned and/or specimen writings. To allow for these limitations a scale is used which has four levels on either side of an inconclusive result. These levels are:

- **Identification / Elimination**

May be expressed as 'The writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the examiner denotes no doubt in their opinion; this is the highest degree of confidence expressed by a document examiner.

- **Strong Probability**

May be expressed as 'There is a strong probability the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence is very persuasive, yet some critical feature or quality is missing; however, the examiner is virtually certain in their opinion.

- **Probable**

May be expressed as 'It is probable the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence points strongly toward / against the known writer; however, the evidence falls short of the virtually certain degree of confidence.

- **Evidence to Suggest**

May be expressed as 'there is evidence to suggest the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when there is an identifiable limitation on the comparison process. The evidence may have few features which are of significance for handwriting comparisons purposes, but those features are in agreement with another body of writing.

- **Inconclusive**

May be expressed as 'no conclusion could be reached as to whether the writer of the known documents wrote / did not write the questioned writing.' This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing and the examiner does not have even a leaning one way or another.

DECLARATION OF BETH CHRISMAN

I, BETH CHRISMAN, hereby declare as follows:

1. I am an Expert Document Examiner and court qualified expert witness in the field of questioned documents in the State of California. I am over the age of eighteen years, am of sound mind, having never been convicted of a felony or crime of moral turpitude; I am competent in all respects to make this Declaration. I have personal knowledge of the matters declared herein, and if called to testify, I could and would competently testify thereto.

2. I have studied, was trained and hold a certification in the examination, comparison, analysis and identification of handwriting, discrimination and identification of writing, altered numbers and altered documents, handwriting analysis, trait analysis, including the discipline of examining signatures. I have served as an expert within pending litigation matters and I have lectured and taught handwriting related classes. A true and correct copy of my current Curriculum Vitae ("C.V.") is attached as "Exhibit A".

3. **Request:** I was asked to analyze a certified copy of the ARTICLES OF INCORPORATION, CORPORATION SOLE FOR ECCLESIASTICAL PURPOSES for the Corporation Sole of THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS filed with the State of Hawaii Department of Commerce and Consumer Affairs. I have attached this document as EXHIBIT B, Pages 1 through 8.

4. **Basis of Opinion:** The basis for handwriting identification is that writing habits are not instinctive or hereditary but are complex processes that are developed gradually through habit and that handwriting is unique to each individual. Further, the basic axiom is that no one person writes exactly the same way twice and no two people write exactly the same. Thus writing habits or individual characteristics distinguish one person's handwriting from another.

1 Transferred or transposed signatures will lack any evidence of pressure of a writing
2 instrument. Additionally, due to modern technology in the form of copiers, scanners, and computer
3 software that can capture documents as well as edit documents and photos it has become quite easy
4 to transfer a signature from one document to another. However, there will always be a source
5 document and in many cases the signature will remain unchanged. The fact that there is more than
6 one signature that is exactly the same is in direct opposition to one of the basic principles in
7 handwriting identification.

8
9 A process of analysis, comparison and evaluation is conducted between the document(s).
10 Based on the conclusions of the expert, an opinion will be expressed. The opinions are derived
11 from the ASTM Standard Terminology for Expressing Conclusions for Forensic Document
12 Examiners.

13 **5. Observations and Opinions:**

14 PAGE NUMBERING:

15 a. This is an 8 page document with the first six pages having a fax footer dated May 26, 2009
16 and the last 2 pages having a fax footer of May 28, 2009.

17
18 b. Further, the first four pages are numbered as such, the fifth page has no original number
19 designation, the sixth page has the numeral 2, and the last two pages are labeled 1 and 2.

20 c. There is not one consistent page numbering system or text identification within the
21 document pages that indicates all pages are part of one document.

22 DOCUMENT PAGES:

23
24 d. Page 6 and Page 8 are both General Certification pages and contain the same text, exact
25 same signature and exact same handwritten '8' for the day. Since no one person signs their name
26 exactly the same way twice, one of these documents does not contain an authentic signature.

1 Additionally, no one person writes exactly the same way twice thus the numeral '8' is also not
2 authentic on one of the documents.

3 e. It is inconclusive if one of the documents is the source or if neither is the source document.

4 f. There is no way to know if the signature of Cecil Loran Lee was an original prior to faxing
5 or if it was a copy of a copy or the generation of the copy if a copy was used to fax the form.

6 PAGES 5 AND 6

7 g. Page 6 is a General Certification appearing to be attached to the previous page, however,
8 Page 5 of this set of documents references a Gwen Hillman and Gwen Hillman clearly is not the
9 signature on the Certification. Additionally, there is no Page number on the Certificate of Evidence
10 of Appointment that actually links it to the next page, the General Certification of a Cecil Loran
11 Lee.
12

13 h. Further, the fax footer shows that Page 5 is Page 13 of the fax, where page 4 is Faxed page
14 5 and page 6 is fax page 7; so there is inconsistency in the overall document regarding the first six
15 pages.
16

17 i. There is no way to know based on the fax copy and limited handwriting if the same person
18 wrote the '8' on pages 5 and 6. There's no real evidence these pages go together outside the order
19 they were stapled together in the Certified Copy.

20 PAGE 8.

21 j. Page 8 does have an additional numeral '2' added to the original numeral 8 to make '28.'

22 a. The Please see EXHIBIT 3 for levels of expressing opinions.
23

24 6. **Opinion:** EXHIBIT B, The ARTICLES OF INCORPORATION, CORPORATION SOLE
25 FOR ECCLESIASTICAL PURPOSES for the Corporation Sole of THE OFFICE OF THE
26 OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR
27 ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS filed with the State of Hawaii
28

1 Department of Commerce and Consumer Affairs contains page(s) that are not authentic in nature
2 but have been duplicated, transferred and altered. Further, the lack of proper page numbering and
3 consistency within the page number makes the document suspicious.

4 **7. Declaration:**

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct and that this declaration was executed on the 12th day of June, 2015,
7 in Sherman Oaks, California.
8

9 
10 BETH CHRISMAN
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1 ACKNOWLEDGMENT

2 A notary public or other officer completing this certificate verifies only the identity of the
3 individual who signed the document to which this certificate is attached, and not the truthfulness,
4 accuracy, or validity of that document.

5
6 State of California

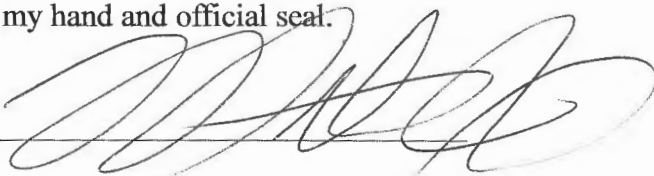
7 County of Los Angeles
8

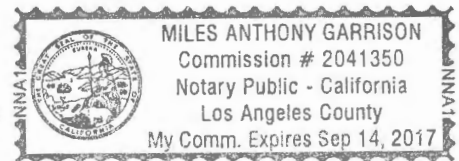
9 On June 30, 2015 before me, Miles Anthony Garrison, Notary Public personally appeared Beth Chrisman,
10 who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
11 to the within instrument and acknowledged to me that she executed the same in her authorized
12 capacity, and that by her signature on the instrument the person, or the entity upon behalf of which
13 the person acted, executed the instrument.
14

15 I certify under PENALTY OF PERJURY under the laws of the State of California that the
16 foregoing paragraph is true and correct.
17
18

19 WITNESS my hand and official seal.

20
21 Signature







STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richard Street
PO Box 40, Honolulu, HI 96810

**ARTICLES OF INCORPORATION
CORPORATION SOLE FOR ECCLESIASTICAL PURPOSES**
(Section 419, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned desires to form a Corporation Sole for Ecclesiastical purposes under the laws of the State of Hawaii and does certify as follows:

Article I

The name of the Corporation Sole is:

**THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS
SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF
REVITALIZE, A GOSPEL OF BELIEVERS**

Article II

Cecil Loran Lee of 13-811 Malama Street, Pahoa, HI 96778, duly authorized by the rules and regulations of the church **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia, hereby forms **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and is the initial holder the office of Overseer hereunder.

Article III

The principal office of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITLIZE, A GOSPEL OF BELIEVERS** is 13-811 Malama Street Pahoa, HI 96778. The Island of Hawaii is the boundary of the district subject to the ecclesiastical jurisdiction of the Overseer.

Article IV

The period of duration of the corporate sole is perpetual.

05/29/200920052

Article V

The manner in which any vacancy occurring in the incumbency of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, is required by the discipline of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, to be filled, through an appointment of Jason Hester of Pahoa, Hawaii as designated successor, and if said designated successor is unable or unwilling to serve, then through an appointment by the support and blessings by a formal "Popular Assembly" of clerical staff and the general membership of **REVITALIZE, A GOSPEL OF BELIEVERS**, as to the named designated successor. The corporate sole shall have continuity of existence, notwithstanding vacancies in the incumbency thereof, and during the period of any vacancy, have the same capacity to receive and take gifts, bequests, devise or conveyance of property as though there were no vacancy.

Article VI

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS shall have all the powers set forth in HRS c. 419-3 and 414D-52 including the power to contract in the same manner and to the same extent as any man, male or female, and may sue and be sued, and may defend in all courts and places, in all matters and proceedings whatsoever, and shall have the authority to appoint attorneys in fact. It has in any venue and jurisdiction authority to borrow money, give promissory notes therefore, to deal in every way in prime notes, noble metals, planchets, commercial liens, stamps, mortgages, all manner of banking, and to secure the payment of same by mortgage or other lien upon property, real and person, enter into insurance and assurance agreements, own life insurance policies, and purchase and sell contracts and other commercial instruments. It shall have the authority to buy, sell, lease, and mortgage and in every way deal in real, personal and mixed property in the same manner as a "natural person" or covenant child of God. It may appoint legal counsel, licenses and/or unlicensed, but any professional or nonprofessional account services, legal or other counsel employed shall be utilized in a capacity never greater than subordinate co-counsel in any and all litigious matters whether private, corporate, local, national or international, in order to protect the right of the corporation sole to address all courts, hearings, assemblies, etc., as superior co-counsel.

05/29/200920052

Article VII

The presiding Overseer of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** can be removed by a 2/3 vote at a meeting of the Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia, duly called for that purpose, provided that a successor Overseer is selected at that meeting.

The presiding Overseer may not amend or alter this Article VII without the 2/3 vote at a meeting of the Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS** duly called for that purpose.

Article VIII

The presiding Overseer, after prayers and counsel from The Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS**, may at any time amend these Articles, change the name, the term of existence, the boundaries of the district subject to its jurisdiction, its place of office, the manner of filling vacancies, its powers, or any provision of the Articles for regulation and affairs of the corporation and may by Amendment to these Articles, make provision for any act authorized for a corporate sole under HRS c. 419. Such Amendment shall be effective upon recordation with the State of Hawaii.

Article IX

The purpose of this corporation sole is to do those things which serve to promote Celestial values, the principles of Love, Harmony, Truth and Justice, the love of our brothers and sisters as ourselves, the comfort, happiness and improvement of Man and Woman, with special emphasis upon home church studies, research and education of those rights secured by God for all mankind and of the laws and principles of God for the benefit of the Members of the Assembly and the Community at large. This corporate sole is not organized for profit.

Article X

All property held by the above named corporation sole as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITLIZE, A GOSPEL OF BELIEVERS**, shall be held for the use, purpose, and benefit of **REVITLIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia.

I certify upon the penalties of perjury pursuant to Section 419 of the Hawaii Revised Statutes that I have read the above statements and that the same are true and correct.

Witness my hand this 8 day of May, 2009.

CECIL LORAN LEE

Cecil Loran Lee

CERTIFICATE OF EVIDENCE OF APPOINTMENT

Asseveration

State of Hawaii

County of Hawaii

Signed and Sealed

FILED 05/28/2009 05:41 PM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

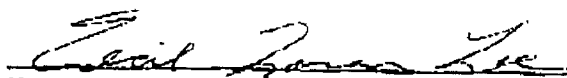
Gwen Hillman, Scribe, on the 8th day of the fifth month in the Year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine having first stated by prayer and conscience, avers, deposes and says:

Cecil Loran Lee is the duly appointed, qualified OVERSEER of THE OFFICE OF OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, by virtue of Spiritually and Divinely inspired appointment and he is, and has been, sustained as such by the general membership of said "body of believers" of REVITALIZE, A GOSPEL OF BELIEVERS a Hawaiian incorporated Church assembly, in the nature of Ecclesia, and THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, in a special Popular Assembly meeting on the 8 day of the fifth month in the year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine as evidenced by an official recording of such appointment signed by Gwen Hillman, Scribe of THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS.

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has herewith set his hand and seal, on this, the 8 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.



Affix Seal

Here.

Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

STATEMENT OF INCUMBENCY

**THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS
SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS.**

BE IT KNOWN BY THESE PRESENTS that Cecil Loran Lee of 13-811 Malama Street Pahoa, HI 96778 is the current incumbent OVERSEER for the corporation sole known as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**. This Statement of Incumbency is provided pursuant to Hawaii Revised Statutes c.419-5.

Pursuant to Cecil Loran Lee's right to worship Almighty God, in accordance with the dictates of his own conscience, and having, humbly, taken possession of The Office of OVERSEER on the 28 day of May in the year two thousand nine, the OVERSEER does hereby certify, and adopt this "Statement of Incumbency".

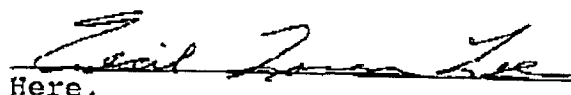
In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and by this Statement of Incumbency hereby notifies the State of Hawaii that Cecil Loran Lee is the duly appointed incumbent OVERSEER.

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, does hereby establish that Cecil Loran Lee is the duly appointed incumbent OVERSEER of this corporate sole created for the purposes of administering and managing the affairs, property, and temporalities of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation in the nature of Ecclesia.

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the 28 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.



Affix Seal

Here.
Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

AFFIDAVIT OF MICHAEL A. SAKELL

This Affidavit is based on my personal knowledge, except where otherwise stated, and, if called upon to do so, I could and would competently testify to the matters herein stated.

I am MICHAEL A. SAKELL, of 15-2662 Pahoa Village Road, (8712), Pahoa, HI 96778.

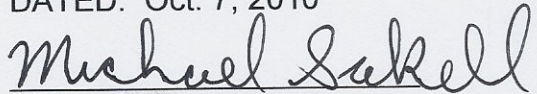
- 1) On May 23, 2009 to May 26, 2009, I was a visitor to the Hamakua Santo Daime Church run by Paul J. Sulla, Jr.
- 2) The location of this compound-like property is on the Hamakua Coast, approximately 30 miles north of Hilo, up a mountain, through two locked gates, giving the impression that the property was considered a secured place.
- 3) At this time and place I participated in the making of over 700 quarts of Daime, which is a liquid tea that is made from the Ayahuasca plant.
- 4) This manufacturing facility was a very well organized and outfitted to manufacture, package, and distribute cases of the Daime.
- 5) I, and the approximately twenty (20) other men and women, participated in said production process whereby men prepared the vines, and women collected the leaves. The men then cooked and prepared the Daime that was then bottled in 1 quart Mason jars, and boxed for shipping.
- 6) I was informed that the estimated cost of a one (1) quart Mason Jar was approximately \$900, totaling for the three (3) day manufacturing process approximately \$63,000.00.
- 7) This was an ongoing "service" that occurred approximately once per month.
- 8) Herein, from my understanding, regular participants earned higher-levels of recognition for their participation, as signified by awards of gold stars of David for leaders.
- 9) Following manufacturing and packaging the valuable Daime, I participated in the loading of the cases of 1 quart mason jars containing the brown tea fluid (that was the Daime), into vehicles. I helped load at least four vehicles that were then driven off site to some other distribution facility.
- 10) I had the understanding that Paul Sulla did not want to have this product sit around the church, so that it was quickly moved to another safe location.
- 11) It was general knowledge, that I was privy to as a member of this group, that the Daime was to be shipped to the East Coast of the United States to churches for further distribution.

1 of 3

- 12) Then, the Santo Daime was used as a sacrament in the Church, along with marijuana, which was called by the group, "Santo Maria," as referenced by Carlos Santana.
- 13) During this service, the Daime was served to adults and children as young as eight (8) years old.
- 14) All the participants, to my knowledge, drank the Daime from shot glasses as the liquid sacrament was being manufactured.
- 15) As I watched, approximately a half dozen children, appearing to be ages 8 to 14, participated in the ceremony with the Daime, among a congregation of about fifty people.
- 16) I was concerned about the children's health because I knew I was getting pretty high from the affects of this psychedelic drug.
- 17) During this entire event, Paul J. Sulla, Jr. was the overseer, like the Grand Poobah--a high spiritual leader who directed the service.
- 18) It occurred to me during this time, feeling fear, that this might be a Jim Jones-type of cult. For this reason, I did not get a warm feeling about the event, or my participation in the service.
- 19) The suggested donation for each Ayahuasca service at this church was \$40 to \$80 on a sliding scale payment system.
- 20) For the reasons stated above, and my personal spiritual reasons, I feel compelled to investigate this matter further, to discern the greater truth for the good of the general community.

I declare under penalty of law that the foregoing is true and accurate, and provided in the Spirit of Aloha.

DATED: Oct. 7, 2010



MICHAEL A. SAKELL
15-2662 Pahoia Village Road, (8712),
Pahoia, HI 96778

State of Hawaii

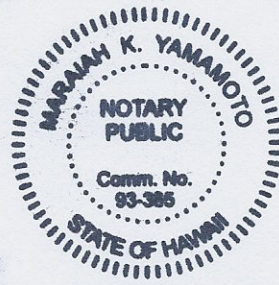
2 of 3

County of Hawaii

Subscribed and sworn to before me, this Seventh [day of month] day of October [month], 2010.
[Notary Seal:]

Maraiah K. Yamamoto
[signature of Notary]

Maraiah K. Yamamoto



Document Date: <u>10/7/10</u>	No. of Pages: <u>22</u>
Notary Name: MARAIAH K. YAMAMOTO	
Document Description: <u>Affidavit of Michael H. Sakell</u>	
Notary Signature: <u>Maraiah K. Yamamoto</u>	
Date: <u>10/7/10</u>	Commission Exp: <u>7/5/2013</u>

3 of 3

**AFFIDAVIT OF TODD SWAIN REGARDING
HARASSMENTS OF NOTICES TO VACATE
13-3775 PAHOA KALAPANA ROAD, PAHOA, HAWAII 96778**

1. That I am Todd Swain the affiant herein;
2. That these statements I make are only my personal opinion and concerns.
3. I reside at 13-3775 Pahoa Kalapana Road, Pahoa, HI 96778, State of Hawaii and do a work trade in exchange for a place to live and store my belongings.
4. That I make this Affidavit on my own free will; that I have not been paid or coerced by Dr. Leonard Horowitz and Sherri Kane, to make this sworn statement.
6. Neither has Dr. Leonard Horowitz and Sherri Kane paid me to live on this estate.
7. On September 10th, 2013, upon my return to my current residence at 13-3775 Pahoa Kalapana Rd, Pahoa HI, 96778, I discovered 2 copies of a notices to vacate (of said property) along with 3 trespass warnings posted on the driveway gate, allegedly from Jason Hester and his lawyer, Phillip Carey, stating ownership and ordering us to leave the property within 5 days, and forfeit all personal possessions left behind.
8. The eviction notice was signed by an alleged process server named, "R. Dum."
9. I immediately panicked. I stopped working and contacted John Scarsalla, a realtor in Seaview, to help me find another place to live, fast.
10. I spent several days looking at properties in Leilani Estates, Seaview, Black Sands, even on the lava in desperation.
11. I have not felt safe at this property since the incident occurred.
12. I have lost much sleep from anxiety and hearing noises not knowing if they are trespassing again or not.
13. I don't know the whole truth of this matter.
14. Whenever I leave the property, I never know if I will be locked out when I return.
15. I feel my security and welfare are greatly diminished and unstable because of the actions of Jason Hester and his lawyer, Phillip Carey. They are a direct result.

Exhibit 16

16. I hold Jason Hester and his lawyer, Phillip Carey directly responsible for my distress, my lacking sleep and lack of work produced from the time of this Eviction Notice posting.

17. I feel ill, nervous & depressed.

18. I feel my personal possessions are unsafe at this address. Whenever I leave the property, I'm nervous and fearful of being locked out legally or illegally.

19. As a result, I do not leave the property much, except to search for a safer place, out of desperation and fear from the signed documented threats of this magnitude.

20. I am sick & depressed & unable to focus on my work after receiving such devastating accusations and threats.

21. I feel no sense of security or safety here.

22. My wellbeing has been threatened and violated. When are they coming back? What are they going to do next?

23. Not too long ago, while residing here, within a mile (at mile marker 14) of this address, a dead body along with a firearm was found. Who was it? Who did it?

24. I am directly threatened on the Big Island like everywhere else people get killed.

25. I do not feel safe here. Who owns this place and who is Paul J. Sulla, Jr. in this mess? Who's the criminal? Were crimes committed? Who can I sue?

Respectfully submitted,

Todd Swain
13-3775 Pahoa Kalapana Road,
Pahoa, HI 96778

Todd Swain

STATE OF HAWAII *Hawaii*)
COUNTY ~~and CITY~~ OF HONOLULU) ss:

United States of America)

On this day did personally appear before me Maraiah K. Yamamoto known to me to be Todd Swain, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

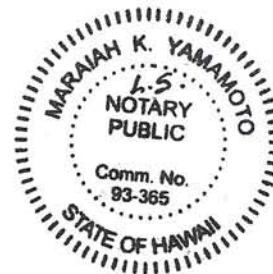
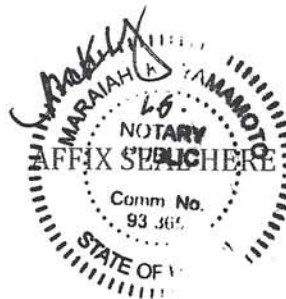
Given under my hand and official seal this 23rd day of October, A.D., 2013.

Maraiah K. Yamamoto

Notary Public in and for Hawaii

Residing at: Pahoa, HI

My commission expires: 7/5/2017

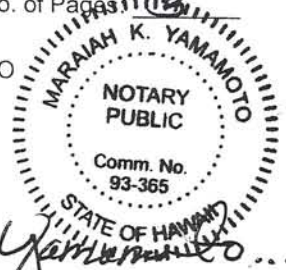


Notary Public in and for Hawaii

Residing at: _____

My commission expires: _____

NOTARY CERTIFICATION	
Document Date: <u>10/23/2013</u>	No. of Pages: <u>11/12</u>
Third Circuit	
Notary Name: MARAIAH K. YAMAMOTO	
Document Description: <u>Affidavit of Todd Swain</u> <u>Regarding Harassments</u> <u>of Notices to Vacate ...</u>	
Notary Signature: <u>Maraiah K. Yamamoto</u>	
Date: <u>10/23/2013</u>	Commission Exp: <u>7/5/2017</u>



Non-refundable Filing Fee: \$25.00

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 586-2727



FILED: 12/11/2008 07:51 AM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii



ARTICLES OF INCORPORATION

(Section 414D-32 Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, desiring to form a nonprofit corporation under the laws of the State of Hawaii, certify as follows:

The name of the corporation shall be:

HAWAIIAN SANCTUARY, INC.

II

The mailing address of the corporation's initial principal office is

13-3194 Pahoa-Kalapana Road, Pahoa, Hawaii 96778

III

The corporation shall have and continuously maintain in the State of Hawaii a registered office and a registered agent. The agent may be an individual resident of Hawaii, a domestic entity or a foreign entity authorized to transact business in the State, whose business office is identical with the registered office.

- The name (and state or country of incorporation, formation or organization, if applicable) of the corporation's registered agent in the State of Hawaii is:

Paul J. Sulla

Hawaii

(Name of Registered Agent)

(State or Country)

- The street address of the corporation's initial registered office in the State of Hawaii is:

2061 Kalanianaʻole Avenue

Hilo, Hawaii 96720



Steve Lund - Owner of Hawaiian



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

March 15, 2015

To: Leonard Horowitz and Sherri Kane
STATEMENT FOR LEGAL SERVICES for Civ. 05-1-0196 and Civ. 14-1-0304
From February 28, 2016 through March 15, 2016
Previous Billing **\$72,914.19**
Paid since last billing: \$3500.
Outstanding Past Balance: \$69414.19
Charges as set forth below: **\$\$7851.**
TOTAL NOW DUE: \$77,265.19

Case 304:

Hours: Date: Activities: (Hours: rounded down)

3	2/28	researching and drafting Motion for Stay 62d
4	2/29	drafting Motion/Memorandum related docs (Declaration, Cert. Service, Notice of Motion)
3	3/2	Meeting with clients, finalizing documents for filing
1	3/5	Review of Whittaker proposed orders and research
1	3/12	Review of Whittaker orders and meeting with client3/13
5	3/13	Research, Drafting, and Filing ICA Appeal, Letter to Circuit Court
6	3/14	Research, drafting, and filing Emergency Stay re bankruptcy.
1	3/15	Meeting with clients re Emergency Stay and bankruptcy

24 hours x \$300 per hour = \$7200

Plus GET (4%) = \$288.

Subtotal: \$7488.

Out of pocket expenses: \$315. ICA court filing fee;
\$48. copying costs, mailings, mileage

Total due for billing period: \$7851.

Exhibit 18