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No. CAAP-15-0000094

IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAII

PAUL J. SULLA, JR., and individual; PAUL J. SULLA, III, and individual	) Civ. No. 14-1-0173 ) THIRD CIRCUIT COURT ) (Appeal of Amended Final Judgments by ) Judge Elizabeth A. Strance
Plaintiff and Appellee	)
vs.	)
LEONARD GEORGE HOROWITZ, an individual	) <b>APPELLANT'S OPPOSITION TO APPELLEES' REQUEST FOR FEES AND COSTS [HRAP Rules 39(d)(4)]; DECLARATION OF APPELLANT; EXHIBITS "1" TO "11"; CERTIFICATE OF SERVICE.</b>
Defendant and Appellant	)

**APPELLANT'S OPPOSITION TO APPELLEE'S REQUEST FOR FEES & COSTS**

COMES NOW APPELLANT LEONARD GEORGE HOROWITZ, pro se, pursuant to Rule 39(d)(4) of the Hawaii Rules of Appellate Procedure (HRAP), filing this Opposition to Appellee's *falsely verified* "REQUEST AND DECLARATION OF COUNSEL FOR ATTORNEYS FEES AND COSTS," filed March 11, 2016. OPPOSITION is filed for the following reasons:

**I. APPELLEES' COUNSEL FORGED SULLA, III's SIGNATURE ON THEIR PURPORTED CONTRACT, PROVIDING CLEAR AND CONVINCING EVIDENCE OF A PATTERN OF BAD FAITH FILINGS AND FALSE VERIFICATIONS.**

1. In *Matter of Beverly Hills Bancorp*, 752 F.2d 1334, the Court of Appeals, 9th Circuit (1984), discussed 28 U.S.C. section 1927 and considered awarding attorneys' fees exacted from an attorney (i.e., a nonparty) if counsel acted "recklessly or in bad faith." *United States v. Blodgett*, 709 F.2d 608, 610 (9th Cir.1983) (*Blodgett*), quoting *Barnd v. City of Tacoma*, 664 F.2d 1339, 1343 (9th Cir.1982). The court has an inherent power to award fees in equity 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). Further, the

Hawaii Supreme Court in *Amfac v. Waikiki Beachcomber Inv.*, 839 P. 2d 10 - Haw: Supreme Court 1992 (at 25-26), defined “false verification” and ruled a nullity, nullifying the writing “as a whole and all writings forming a part of the same” are nullified together; moreover, the writing can “not verify what in fact never existed.” (*Id* at 23) And unjust nullities cannot be awarded anything by a just court.

2. In the instant case, justice requires the Honorable Court deny the Appellees’ Request for the above reasons, because the purported attorney-client contract central to the Request contains Appellees’ forgery of the “clients’” signature in the contract “Appendix ‘C’ (**Exhibit 1**). Moreover, this evidence extends a long pattern of forgeries and fraudulent filings with the State and courts evidenced herein. By this method of white collar crime, the Appellees illegally converted the Appellant’s properties—not a “frivolous” allegation.<sup>1</sup> This is the wrongdoing against which the Appellant sought justice through the appellate process, only to be denied justice, and an equitable outcome, by reasons given by the ICA that Appellants’ UCC1 non-consensual lien on Appellee’s properties was “frivolous.” Thus, the ICA confirmed the lower court’s award for more than \$7,800 in damages in favor of a repeat forger.

3. The forgery and contempt of court is found on page 3 of the “ATTORNEY-CLIENT AGREEMENT” marked “Appendix ‘C’” in the Appellee’s instant filing (notwithstanding that a father would charge his son for legal work required due to the father’s crimes).

4. Now any reasonable person might think, “Well, it’s the lawyer’s son, so I can understand the father would not need to get his son’s signature on a request for nearly \$10,000.” But this fake signature compounds evidence of a *pattern of forgery*, and patterns do not happen by accident or paternity.

5. The signature of PAUL J. SULLA, III is *clearly very different* from the son’s signature in **Exhibit 2**. Here PAUL J. SULLA, III, signed his name to his most valuable property—a deed transfer conducted by the father, SULLA, JR. to the son, SULLA, III, through multiple sham parties and entities as evidenced herein and detailed below.

6. **Exhibit 2** is a copy of the “4.760 acre” “Condominium Deed” filed by SULLA, JR. (on March 5, 2004) on behalf of his son; granting SULLA, III a property brought to market by SULLA, JR., but *conveyed at least four times as recorded here* (by Hawaii Bureau of Conveyances [“BoC”] Doc. No. 2004-046836). The first conveyance was from SULLA, JR.’s business partner, W. Augustuz Elliot, (as shown on page 3

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<sup>1</sup> The ICA held the Appellant’s UCC1 lien filing was “frivolous” neglecting HRS Section 651C pleadings and authorization for non-consensual liens by reason of fraudulent transfers; as evidenced herein by the Appellant’s forgeries of property conveyance deed and sham trustees engaged in fraudulent transfers of properties.

of that document). 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 to “Kaohimaunu Limited Partnership” on Sept. 22, 1995, as shown on BoC Doc. No. 95-130038. Above SULLA, III’s signature on this “Condominium Deed” conveyance 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 2 and 3**.

7. **Exhibit 3** 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 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 “Powers” name as “Powes.” The pen clearly went over that forged signature at least twice.

8. And that only introduces SULLA, JR.’s outrageous pattern of forging signatures on legal documents (including the instant Court record). **Exhibit 4** shows SULLA, JR. as the initial “General Partner” in the real estate 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) 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.

9. 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 5 and 6**, the “H” in “Harold” contains *what appears to be the letter “A.”*<sup>2</sup> **Exhibit 6** shows the extraordinary manner in which SULLA, JR. pens his “Hs” 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.”

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<sup>2</sup> (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. 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); precisely as SULLA, JR. did to damage the Appellant, to steal Appellant's real and personal properties.

11. These facts should cause the just and Honorable Court to pause, and reconsider what it has administered in ruling that the Appellants' liens were "frivolous"—meritless—accordingly issuing a ruling that rewards a forger at the expense of a whistleblower. This can hardly be seen or argued as "just."<sup>1</sup>

12. But the ICA need not take this "loser's" word as gospel, nor Occam's razor analysis as reasonable, because HOROWITZ is not a forensic document and handwriting expert, nor has Occam appeared to testify. The same most obvious and reasonable explanation for SULLA, III's forged signature on the instant request to further damage HOROWITZ another \$10,000 requires the *forensic document and handwriting expert, Beth Chrisman*, who swore to her corroborating determinations and conclusions that SULLA-committed forgeries, as detailed in Chrisman's verified **Exhibits 7 and 8**.

13. **Exhibit 7** shows Chrisman's analysis and sworn Declaration that SULLA forged the signature of licensed process server, Robert Dukat, in order to eject HOROWITZ et. al. from his property. Mr. SULLA forged the signature of Dukat, presumably as "RDUM," on three (3) ejectment warrants used to terrorize the Appellant into giving up possession of his home and estate in Pahoa, HI.

14. In **Exhibit 8** Beth Chrisman confirmed *two more* SULLA, JR. administered forgeries; this time forging the Appellant's real property Seller's signature of 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 signatures on incorporation papers used to foreclose non-judicially on the Appellant's Property. And SULLA, JR. did this in contempt of the Ibarra Court's final judgments in Civ. No. 05-1-0196 that denied judicial foreclosure (since HOROWITZ made all required timely payments and developed substantial equity in the property. Yet, SULLA relentlessly and maliciously acted to steal the Property).<sup>3</sup>

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<sup>3</sup> 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.

15. Incredibly, Mr. SULLA has been able to get away with this extensive pattern of forgery, fraud, white collar organized crime, foreclosure fraud, and fraudulent transfers of deeds for property theft and tax evasion through an enterprise consisting of multiple sham trusts and trustees.

16. Under 42 USC 1983, equal rights are to be afforded the victim of Mr. SULLA's crimes--the Appellant--as with any attorney who dutifully reports 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).

17. Remedies exist along with a court's inherent power to *award equitable fees and other measures to secure justice, including through 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 \(1980\)](#).

18. In this case, Mr. SULLA's request is a nullity, and entirely unjust, as it is based on forgery, fraud, and contempt of court. This Court has been hoodwinked into accommodating a master-of-deception, further damaging this victim of Mr. SULLA's crimes.

## **II. APPELLEES MARCH 11, 2016 FILING FOR FEES AND COSTS AND MARCH 14, 2016, EDITED FILING VIOLATED 11 USC 362 "AUTOMATIC STAY" PROVISIONS THAT ATTORNEY SULLA WAS MADE AWARE OF BEFORE FILING THE NULLITY.**

1. The Appellee's pattern of forgery and fraud as detailed above has been directed against the Appellant since 2009, and has resulted in the Appellant's severe mental and emotional distress, massive irreparable harm, and outrageous financial damage exceeding at least \$3 million; compelling the Appellant to file for Chapter 13 Bankruptcy on March 9, 2016, at which time SULLA, JR. was noticed by the U.S. Bankruptcy Court and the Appellant that all State collection actions must stop.

2. 11 USC Chapter 13 Bankruptcy Code § 362 provides an "Automatic stay" of this action, 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;

(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; and

(8) the commencement or continuation of a proceeding before the United States Tax Court concerning a tax liability of a debtor that is a corporation for a taxable period the bankruptcy court may determine or concerning the tax liability of a debtor who is an individual for a taxable period ending before the date of the order for relief under this title.

3. Section 362 requires all collection efforts to cease immediately upon the filing of a voluntary or involuntary bankruptcy petition.

4. 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<sup>4</sup> and regardless of whether the entity is aware of the filing.<sup>5</sup> A creditor acting in reliance on any exception to this law does so at its own peril.<sup>6</sup>

5. One consequence of violating the automatic stay is that the courts must reverse the effects of the violation on the stay's beneficiaries. The majority rule seems to be that any act or occurrence that violates the stay is "void ab initio."<sup>7</sup>

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<sup>4</sup> *In re Shapiro*, 124 B.R. 974, 981 (Bankr. E.D. Pa. 1991)

<sup>5</sup> *Epstein et al.* at 78

<sup>6</sup> *Matter of Cortez*, 16 B.R. 481 (W.D. Mo. 1981), *aff'd* 691 F.2d 390 (8<sup>th</sup> Cir. 1982) (a creditor acting in reliance on such an exception does so at its own peril).

<sup>7</sup> *In re Schwartz*, 954 F.2d 569, 571 (9<sup>th</sup> Cir. 1992); *In re Shamblin*, 890 F.2d 123, 125 (9<sup>th</sup> Cir. 1989), *inter alia*;

6. Thus, to the extent that any act or occurrence violates the stay, that act or occurrence will lack any legal effect against the debtor and others whom the rule protects. This essentially means that the act or occurrence will be as if it never occurred and anyone who claims through the act or occurrence takes nothing. It "is null and void ab initio and has no validity for any purpose."<sup>6</sup>

7. Those violating the automatic stay may be found liable for damages under section 362(h) of the Bankruptcy Code if their violation was "willful."<sup>8</sup> Section 362(h) provides that "an individual injured by any willful violation of a stay provided by this section shall recover actual damages, including costs and attorney's fees and, in appropriate circumstances, may recover punitive damages."<sup>9</sup>

8. This standard encourages would-be violators to obtain declaratory judgments before seeking to vindicate their interests in violation of an automatic stay, and thereby protects debtors' estates from incurring potentially unnecessary legal expenses in prosecuting stay violations.<sup>10</sup>

9. Attorney Anthony J. Ciccone, for the Executive Office for U.S. Trustees, wrote for the federal government, "A willful violation does not require 'specific intent' to violate the automatic stay; nor will a 'good faith' belief that an action was not violative of section 362 preclude a finding that the action was, in fact, a 'willful' violation. Rather, the test is usually characterized in terms of whether a creditor took some collection action despite its knowledge that the debtor had filed a bankruptcy petition. (Ciccone AJ. *Executive Office for U.S. Attorneys "In Bankruptcy" newsletter*, Vol. V, No. 3 (Fall 1997); Updated May 7, 2015.)

10. In this case, SULLA, JR. absolutely knew by March 11, 2015, before filing his Request that the Appellant had filed for bankruptcy, because the Clerk of the Bankruptcy Court in Honolulu mailed Mr. Sulla Notice of the bankruptcy filing on the early morning of March 10, 2016 and it only takes one day for such Notice to be delivered to "creditor" SULLA in Hilo. The Appellant also served SULLA, JR. his Notice on the morning of Thursday, March 10, 2016, that was also delivered on

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<sup>8</sup> 11.U.S.C. § 362(h).

<sup>9</sup> *Id.*

<sup>10</sup> Crysén, 902 F.2d at 1105.

March 11, 2016, *hours before Mr. SULLA filed his instant Request for fees and costs at 5:25PM on Friday, March 11, 2016*—evidencing Attorney SULLA’s willful and reckless violation of the automatic stay.

11. Moreover, the following night, on Saturday, March 12, 2016, Mr. SULLA served himself, or caused to be served by an unidentified agent, a *Writ of Ejectment* upon the Appellant, taping the warrant to the front gate of the Appellant’s Property. (**Exhibit 9**) This illegal “service” that was stamped by the lower court eleven days earlier, on March 1, 2016, but withheld from the Appellant and his lawyer, Margaret Wille, deprived Appellant’s due process rights pursuant to related case Civ. No. 14-1-0304. Attorney Wille was forced to respond to this abuse of process in her letter to the court filed on March 14, 2016. (**Exhibit 10** also contains corresponding Memorandum.) Such terrorization provides additional clear and convincing evidence of Mr. SULLA’s reckless neglect of laws, court rules, and malicious intent to financially damage and purposely distress the Appellant.

12. These violations of § 362 by Attorney SULLA, JR. caused the Appellant severe emotional distress and more financial damage associated with having to commission Appellant’s attorney Wille (in related cases Civ. No. 05-1-0196 and Civ. No. 14-1-0304) to issue **Exhibit 10** objecting to SULLA’s malicious prosecutions and unfair and deceptive debt collection practices depriving the Appellant’s right to due process and commercialization of his properties. SULLA’s forgeries, fraud, and attempted theft, violated, inter alia, HRPC Rules 3.3, 4.1(a)(b) and 8.4(a)(b)(c).<sup>11</sup>

### **III. THE COURT CANNOT JUSTLY AWARD ATTORNEYS FEES ON A BLOCKED, PADDED, AND NULLIFIED BILL**

1. *Diamond Point v. Wells Fargo* 400 Md. 718, 760 (2007) (“It goes without saying that attorneys who

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<sup>11</sup> 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).

bill on a time basis should make their billings as detailed as reasonably possible, so that the client, and any other person who might be called upon to pay the bill, will know with some precision what services have been performed”).

2. SULLA, JR. submitted “Appendix B” to support his \$9,245 blocked billing request that does not comport with adequately detailed or fair billing practices in accordance with *Diamond Point. Id.*

3. For example, SULLA, JR. charged .2 hours of time for “Correspondence interviews & conferences” + .3 “Legal Research” = .5 hours total on 2/2/2015 to “Conference w/law clerk re: Notice of Appeal; review deadlines and rules of court.” It is unclear what a veteran attorney of 30+ years would need to conference with a law clerk about “Notice of Appeal” nor spend .3 hours in legal research to review deadlines and rules of the court that are either well known to veteran counsel or certainly located and read within two or three minutes perusing online the HRAP or HRCF. Moreover, which part of the .3 hours was deadline “research” versus “rules of the court” research is not made known.

4. Then, purportedly two weeks later, on 3/2/2015, this same or similar description is repeated as a blocked bill for an additional .9 hours.

5. **Exhibit 11** is an Affidavit of Allene Kaplan—one of SULLA’s clients who swore that Mr. SULLA padded her bills, and breached his contract and HRCF 1.2(a), by not abiding by the “client’s decisions concerning the objectives of representation.”

#### IV. CONCLUSION

The Appellee’s request for fees and costs should be denied by reason of forgery, fraud, and unjust enrichment. SULLA, JR. should be sanctioned for ethics violations and malpractices, including violating “automatic stay” § 362 for unjust enrichment. An appropriate sanction would be to compel compliance with § 362, stay this case, and offset the original lower court award of \$7,894.60 against the Appellant’s damages; and for his being made to suffer severe mental and emotional distress.

Respectfully submitted.

DATED: Pahoa, HI, March 15, 2016



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Plaintiff and Appellee	)
vs.	) <b>DECLARATION OF APPELLANT</b> )
LEONARD GEORGE HOROWITZ, an individual	) )
Defendant and Appellant	

**DECLARATION OF APPELLANT**

I, **LEONARD G. HOROWITZ**, 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 the Defendant/Appellant in the above captioned case; and I represent myself individually in this case Pro se.
3. All of the statements in this Declaration and in the accompanying Reply to Appellee's "REQUEST AND DECLARATION OF COUNSEL FOR ATTORNEYS FEES AND COSTS," are true and correct to the best of my knowledge and belief, under the pains and penalties of perjury.
4. I verify that **Exhibit 1** is a true copy of said Request that shows attorney's SULLA's *bad faith* Declaration made "under penalty of law" falsely certifying SULLA's forgery of SULLA, III's signature on page 3 of "Appendix C".
5. I verify that **Exhibit 2** is a true and correct copy of the "Condominium Deed" that I obtained from the State of Hawaii Bureau of Conveyances, as Doc. No. 2004-046836.

6. I verify that **Exhibit 3** is a true and correct copy of the “Certificate of Amendment of Limited Partnership” that I obtained from the State of Hawaii Department of Commerce and Consumer Affairs (“DCCA”) containing two SULLA-forged Trustee signatures of “Robert L. Powes” and “Harold T. White”.

7. I verify that **Exhibit 4** is a true and correct copy of the “Certificate of Limited Partnership” that I obtained from the DCCA containing evidence of SULLA, JR.’s partnership with W. Augustuz Elliott.

8. I verify that **Exhibit 5** is a true and correct copy of the “Certificate of Amendment of Limited Partnership” that I obtained from the DCCA containing evidence of SULLA, JR. as General Partner withdrawing and substituting “Harold T. White” as Successor Trustee of Kaohimaunu Management Trust in Limited Partnership.

9. I verify that I compiled the composite **Exhibit 6** comparing Mr. SULLA’s true handwriting samples containing his letter “H” that uniquely contains the capital letter “A,” evidencing forgery of Harold T. White’s signature by Mr. SULLA.

10. I verify that **Exhibit 7** is a true and correct copy of forensic document and handwriting expert Beth Chrisman’s analysis of the alleged forgery by Mr. SULLA as “RDUM”—purportedly process server Robert Dukat’s signature—on multiple ejectment warrants posted on the Appellant’s front gate.

11. I verify that **Exhibit 8** is a true and correct copy of forensic document and handwriting expert Beth Chrisman’s analysis of the Articles of Incorporation alleged forged by Mr. SULLA containing the deceased Seller’s signatures, one of which was obviously photocopied and filed to defraud the State, the courts, and the Appellant.

12. I verify that **Exhibit 9** is a true copy of Mr. SULLA’s “WRIT OF EJECTMENT: RETURN OF SERVICE ON WRIT OF EJECTMENT” posted on Friday night, March 11, 2016, on my front gate.

13. I certify that **Exhibit 10** is a true and correct copy of a letter written by my attorney, Margaret Wille,” to Judge Melvin H. Fujino on March 14, 2016, and corresponding draft of Memorandum on Motion for Emergency Stay of execution of the Writ, detailing the bad faith actions by co-counsel, SULLA and WHITTAKER, who acted to deprive me of my property and right to due process.

14. I certify that **Exhibit 11** is a true and correct copy of an “Affidavit by Allene Kaplan Pursuant to Handwriting Samples and Over-Billing by Attorney Paul J. Sulla, Jr.” detailing Ms. Kaplan’s damage from attorney SULLA, JR, after hiring Mr. SULLA to represent her.

FURTHER DECLARANT SAYETH NAUGHT.

Dated: Hilo, Hawaii: March 15, 2016



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

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	) (Appeal of Amended Final Judgments by
Plaintiff and Appellee	) Judge Elizabeth A. Strance
	)
vs.	)
	)
LEONARD GEORGE HOROWITZ,	) <b>EXHIBITS “1” TO “11”</b>
an individual	)
	)
Defendant and Appellant	

**EXHIBITS 1 TO 11**

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

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**Intermediate Court of Appeals**  
**CAAP-15-0000094**  
**11-MAR-2016**  
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**IN THE INTERMEDIATE COURT OF APPEALS  
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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)  
(3<sup>rd</sup> 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 1**

<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>
<b>TOTAL FEES</b>	<b><u>39.4</u></b>		<b>\$ <u>9,245</u></b>

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
	<b>GRAND TOTAL</b>	<b>39.4 hours</b>					

ATTORNEY AT LAW

**PAUL J. SULLA JR. A LAW CORPORATION**

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

telephone (808) 933-3600  
facsimile (808) 933-3601  
e-mail [psulla@aloha.net](mailto: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 8

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.

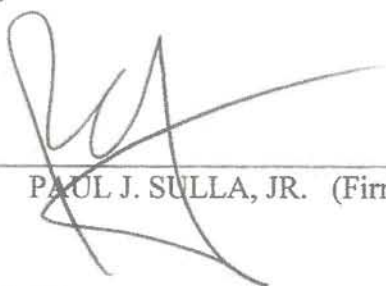
While we make no guarantee of the successful conclusion to your case, the attorneys of this Firm will use their best effort on your behalf. I will be the attorney primarily responsible for this matter. However, other members of this Firm, as well as an attorney not associated with this firm, may also 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.



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 5<sup>th</sup> 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 2

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 5<sup>th</sup> day of January, 200<sup>4</sup>, 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

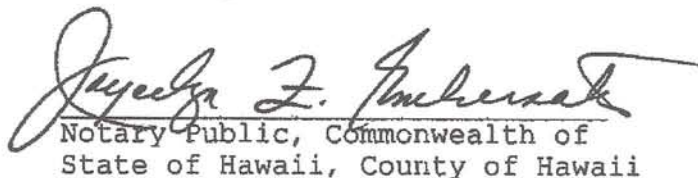
My Commission Expires 12-19-06  
JOYCELYN F. EMBERNATE

STATE OF HAWAII )

) SS

COUNTY OF HAWAII )

On this 5<sup>th</sup> day of January, 200<sup>4</sup>, 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

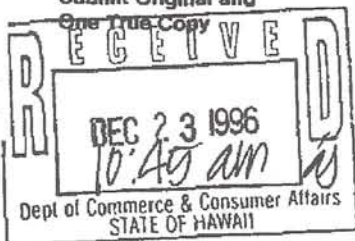
03/14/201410007 Nonrefundable Filing Fee - \$10.00

State of Hawaii

DOMESTIC  
LIMITED PARTNERSHIP

Submit Original and  
One True Copy

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 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 21<sup>st</sup> 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  
184570

Exhibit 3

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 PARTNERSHIP

2. 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 4**

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

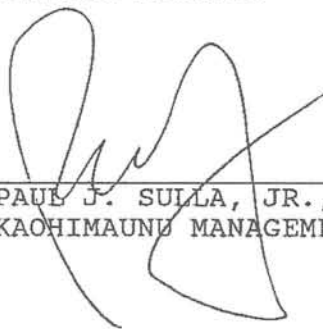
5. TERM OF PARTNERSHIP

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

<sup>HTW</sup>  
~~PJS~~ The General Partner, Paul J. Sulla, Jr., Trustee of Kaohimaunu ~~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 Trust~~ <sup>PJS</sup> ~~HTW~~, 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

30<sup>th</sup>

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 5

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 21<sup>st</sup> 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 7<sup>th</sup> 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

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## ***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

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***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                                 
27                                 
28

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  
24

- 25 a. There is a strong probability that the Robert Dukat of the known signature samples in  
26 Exhibit 5 did not sign the three (3) questioned documents. An examination of additional  
27  
28

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 31<sup>st</sup> 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

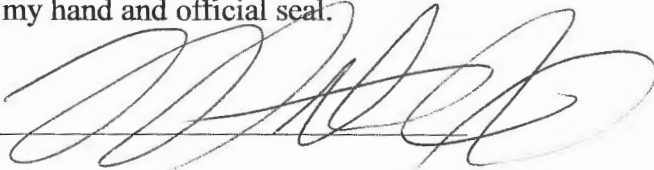
7 County of Los Angeles  
8

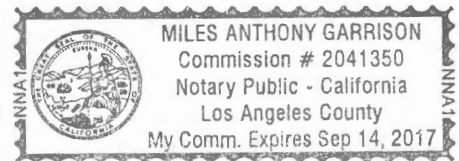
9 On June 30, 2015 before me, Miles Anthony Garrison, Notary Public personally appeared Beth Chrisman,  
10 who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed  
11 to the within instrument and acknowledged to me that she executed the same in her authorized  
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 Kimoole 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

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 12/20/2013  
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.

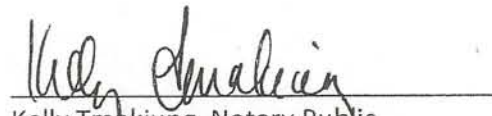


ROBERT DUKAT  
Civil Process Server

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

1. Applicant's Name: RFD Associates, LLC
- Applicant's Address: RR 3 Box 1229, Pahoa, HI 96778  
(including city, state, and zip code)
2. Registration is (check one): ☒ New OR ☒ Renewal Accepted as NEW; Trade Name expired on 03/11/2012
3. Status of Applicant (check only one): ☐ Sole Proprietor ☐ Corporation ☐ Partnership ☒ LLC ☐ LLP  
☐ Unincorporated Association OR ☐ Other (explain): \_\_\_\_\_
4. If applicant is an entity, list state or country of incorporation/formation/organization: WA
5. Trade Name is: Pyramid Process
6. Applicant is (check one): ☒ Originator of name OR ☐ Assignee (one to whom name was assigned to by another)
7. 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)  
\$18 (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

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**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

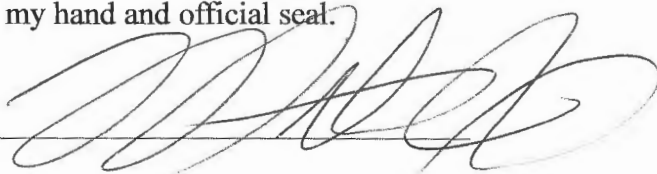
7 County of Los Angeles  
8

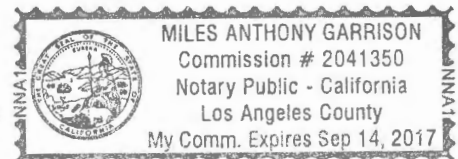
9 On June 30, 2015 before me, Miles Anthony Garrison, Notary Public personally appeared Beth Chrisman,  
10 who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed  
11 to the within instrument and acknowledged to me that she executed the same in her authorized  
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.

## 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.

**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.

05/29/200920052

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

05/29/200920052

**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

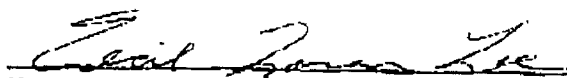
Gwen Hillman, Scribe, on the 8<sup>th</sup> day of the fifth month in the Year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine having first stated by prayer and conscience, avers, deposes and says:

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".

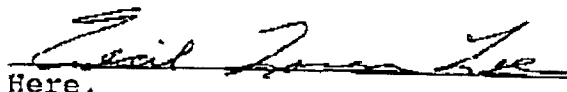
In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE 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

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

Attorney for Plaintiff  
Jason Hester

**ISSUED**

**2008 MAR -1 PM 3:05**

**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**

**1**

**Exhibit 9**

**Exhibits page 19**

**Exhibits page 49**

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](mailto:margaretwille@mac.com)

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

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 12<sup>th</sup> 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 2<sup>nd</sup> filed HRCP Rule 62(d) motion is

**Exhibit 10**

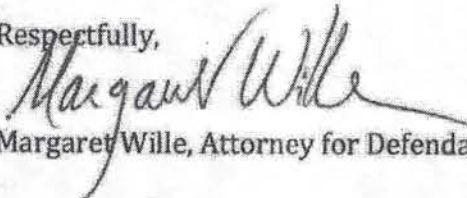
Exhibits page 21

Exhibits page 51

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 9, 2016, filing of Bankruptcy by Leonard Horowitz No. 16-00239.**

Respectfully,

  
Margaret Wille, Attorney for Defendants

cc: Stephen Whittaker, Esq. Attorney for Plaintiff

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

Attorney for Defendants

**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)<sup>1</sup>, Emergency Motion for Stay of the Writ of Ejectment filed on March 1, 2016.

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<sup>1</sup> 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.

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 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 section<sup>2</sup>, 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

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

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; (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<sup>3</sup> and regardless of whether the entity is aware of the filing.<sup>4</sup>

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

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

<sup>4</sup> Epstein et al. at 78

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.

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 A. 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.

DATED: Waimea, HI, 96743 March 14, 2016

---

MARGARET WILLE,

Attorney for Defendants – Counterclaimants - Appellants

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

		EXHIBIT A; AFFIDAVIT OF LEONARD G. HOROWITZ; DECLARATION OF ATTORNEY MARGARET WILLE; CERTIFICATE OF SERVICE (HRG: FEBRUARY 26, 2016 8:30 A.M. JUDGE FUJINO)	13:26	MARGARET
0000155	NSUB	NOTICE OF SUBMISSION OF ORDER DENYING DEFENDANT'S 'MOTION FOR STAY [HRC P 62(B)] PENDING THE DISPOSITION OF DEFENDANTS' POST JUDGMENT MOTIONS: (1) DEFENDANTS' MOTION FOR STAY OR DISMISSAL PENDING FINALITY IN THE PRIOR FILED RELATED ACTION [HRC P 62(B)], AND FOR (2) DEFENDANTS' MOTION FOR RECONSIDERATION OR ALTERNATIVELY FOR NEW TRIAL [HRC P 59(A)]; EXHIBIT 'A'; CERTIFICATE OF SERVICE	03/01/2016 12:07	WHITTAKER, STEPHEN D
0000156	NSUB	NOTICE OF SUBMISSION OF ORDER DENYING 'DEFENDANTS' MOTION FOR RECONSIDERATION OR ALTERNATIVELY FOR NEW TRIAL [HRC P RULE 59(A)]; EXHIBIT 'A'; CERTIFICATE OF SERVICE	03/01/2016 12:08	WHITTAKER, STEPHEN D
0000157	NSUB	NOTICE OF SUBMISSION OF ORDER DENYING DEFENDANTS' 'MOTION FOR STAY OR FOR DISMISSAL PRIOR TO ENTRY OF FINAL JUDGMENT [HRC P 62(B)]'; EXHIBIT 'A'; CERTIFICATE OF SERVICE	03/01/2016 12:09	WHITTAKER, STEPHEN D
0000158		WRIT OF EJECTMENT; RETURN OF SERVICE ON WRIT OF EJECTMENT DEFENDANTS' MOTION FOR STAY PENDING APPEAL [HRC P 62(D)] AND FOR THE SETTING OF SUPERSEDEAS BOND SECURITY DURING THE PERIOD OF THE APPEAL; AFFIDAVIT OF LEONARD G. HOROWITZ; DECLARATION OF ATTORNEY MARGARET WILLE; NOTICE OF HEARING; CERTIFICATE OF SERVICE (HRG: APRIL 21, 2016 8:00 A.M. JUDGE FUJINO)	03/01/2016 16:05	WHITTAKER, STEPHEN D
0000159			03/03/2016 14:36	DUNHAM WILLE, MARGARET
0000160		REQUEST FOR WRITTEN TRANSCRIPT/RECORDING OF PROCEEDINGS (2/28/16, MOTIONS)	03/04/2016 10:06	OTHER

LEONARD G. HOROWITZ, pro se  
13-3775 Kalapana Hwy.  
Pahoa, HI 96778  
808-965-2112; Email: [len15@mac.com](mailto:len15@mac.com)

SHERRI KANE, Pro Se  
P. O. Box 75104  
Honolulu, HI 96836  
808-946-6999; Email: [SherriKane@gmail.com](mailto:SherriKane@gmail.com)

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT FOR THE STATE OF HAWAII

PAUL J. SULLA, JR., an individual	)	CIV. NO. 12 1-0417
And PAUL J. SULLA, III, an individual	)	(Defamation, Per se)
	)	
Plaintiffs,	)	
vs.	)	
	)	<b>AFFIDAVIT OF ALLENE KAPLAN</b>
	)	<b>PURSUANT TO HANDWRITING</b>
LEONARD G. HOROWITZ, an Individual;	)	<b>SAMPLES AND OVER-BILLING BY</b>
SHERRI KANE, an Individual; and DOES	)	<b>ATTORNEY PAUL J. SULLA, JR.</b>
1 through 50, Inclusive	)	
Defendants /Counter Claimants Pro Se	)	
	)	JUDGE: Hon. Elizabeth A. Strance
	)	
	)	TRIAL DATE: Sept. 16, 2014
	)	
	)	

**AFFIDAVIT OF ALLENE KAPLAN PURSUANT TO HANDWRITING SAMPLES  
AND OVER-BILLING BY ATTORNEY PAUL J. SULLA, JR.**

STATE OF HAWAII )  
County of Hawaii ) SS:  
United States of America )

**AFFIDAVIT OF ALLENE KAPLAN PURSUANT TO HANDWRITING SAMPLES  
AND OVER-BILLING BY ATTORNEY PAUL J. SULLA, JR.**

Allene Kaplan (hereafter "Kaplan," "me," "I," or "my"), being first duly sworn, on oath deposes and says:

1. I am competent to testify on this matter, based on my knowledge of the facts stated herein.
2. All the facts stated by me herein are true, correct, and complete to the best of my knowledge and understanding.
3. I am 66 years old and work as a Marriage and Family Therapist in private practice.
4. I retained Paul J. Sulla Jr. as my attorney from February 16, 2012 through February 22, 2013.
5. Attached is a copy of the narrative part of a complaint filed with the Office of Disciplinary Counsel on May 30, 2013, outlining Mr. Sulla's exploitation of my case for the purpose of running up substantial legal fees amounting to \$25,000 in 5 months on a case worth only \$56,000. (Exhibit "A")
6. Mr. Sulla violated the Hawaii Rules of Professional Conduct as outlined in my complaint to the Office of Disciplinary Counsel.

7. My litigation was dismissed because Mr. Sulla failed to inform me of pending deadlines when he withdrew as counsel of record.

8. Attached (in Exhibit "B") are also copies of correspondence with Mr. Sulla evidencing his exploitative tactics within the first weeks that he was retained by me.

9. After paying Mr. Sulla, Jr. \$15,000 in attorney fees, I informed him that I had no intention of putting any more money into the lawsuit; yet he continued to run up fees in excess of \$10,000.

10. Mr. Sulla then began to harass me with charging interest on the amount in dispute.

11. I provided Dr. Leonard G. Horowitz and Sherri Kane with the attached samples of Mr. Sulla's handwriting from notes he took on some of my documents, marked Exhibit "C."

12. I have agreed to appear as a witness for Dr. Horowitz and Ms. Kane during their pending litigation(s) against Mr. Sulla, to relate my experience with Mr. Sulla's ineffective, exploitative and unethical assistance as counsel.

Further affiant sayeth naught.

A handwritten signature in cursive script, reading "Allene Kaplan", is written over a horizontal line.

Allene Kaplan

(Notary signature page follows.)

On this <sup>25<sup>th</sup></sup> ~~25<sup>rd</sup>~~ day of April, 2014, before me, the undersigned notary public, personally appeared ALLENE KAPLAN, 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.

A/C  
M.P. Singh

Subscribed and sworn to before me this  
25<sup>th</sup> day of April, 2014

Shiyanne C. Kekona (SEAL)  
Shiyanne C. Kekona, Notary Public



Notary Public in and for Hawaii

My commission expires: June 23, 2017

Shiyanne C. Kekona  
Notary Signature

AFFIX SEAL HERE



Doc. Date: April 25, 2014 # Pages: 15  
Notary Name: Shiyanne C. Kekona 2<sup>nd</sup> Circuit  
Doc. Description: Affidavit of Allene Kaplan  
pursuant to Admiring Samples and over-billing  
by Attorney Paul J. Gilla Jr.  
Shiyanne C. Kekona April 25, 2014  
Notary Signature Date



LEONARD G. HOROWITZ, pro se  
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No. CAAP-15-0000094

(Related cases: No. 30293; No. 29841; CAAP-13-0003796; Civ. No. 05-1-0196;  
CV 13 00500HB BMK; Civ. No. 3RC-11-1-662; Civ. No. 12-1-0417; Civ. No. 3RC 14-1-466;  
Civ. No. 14-1-0304; CV 00413 JMS-RLP; CV 15-00186 JMS-BMK)

IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAII

PAUL J. SULLA, JR., and individual; PAUL J. SULLA, III, and individual	) Civ. No. 14-1-0173 ) THIRD CIRCUIT COURT ) (Appeal of Amended Final Judgments by ) Judge Elizabeth A. Strance ) )
Plaintiff and Appellee	)
vs.	) <b>Certificate of Service</b> ) )
LEONARD GEORGE HOROWITZ, an individual	)
Defendant and Appellant	

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 15th day of March, 2016, I served a true and correct copy of the foregoing **APPELLANT’S OPPOSITION TO APPELLEE’S REQUEST FOR FEES & COSTS, EXHIBITS “1” thru “11”** by the method described below to:

Delivery by:

INTERMEDIATE COURT OF APPEALS, HAWAII  
HAWAII JUDICIARY “JEFS” E-FILING.



\_\_\_\_\_  
LEONARD G. HOROWITZ