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

LEONARD G. HOROWITZ, an  
individual; SHERRI KANE, an  
individual; ROYAL BLOODLINE OF  
DAVID, a dissolved corporation sole.  
Plaintiffs,  
vs.

STEWART TITLE GUARANTY  
COMPANY; FIRST AMERICAN TITLE  
CO., and DOES 1 through 50, Inclusive  
Defendants

) CIV. NO. 16-00666LEK-KJM  
) (Negligence; Breach of Duty)  
)  
) **PLAINTIFFS' MOTION FOR RELIEF**  
) **PRESENTING NEW PRIMA FACIE**  
) **EVIDENCE IN PUBLIC RECORDS**  
) **PROVING DEFENDANTS' TORTIOUS**  
) **NEGLECT OF PLAINTIFFS' ONGOING**  
) **INTERESTS IN THE SUBJECT TITLE**  
) **AND DEFENDANT STEWART'S**  
) **LIABILITY UNDER THE POLICY:**  
) **NOTICE OF NEW CIVIL AND**  
) **CRIMINAL PROCEEDINGS REFUTING**  
) **THE MAGISTRATE'S "FUTILITY"**  
) **FINDINGS . [LR 7.2(e); FRCP Rule 15(c)**  
) **and 72(b)(3)]; DECLARATION OF**  
) **LEONARD G. HOROWITZ; PROPOSED**  
) **ORDER; EXHIBITS 1-12; CERTIFICATE**  
) **OF SERVICE.**

JUDGE: Hon. Leslie E. Kobayashi and  
Kenneth J. Mansfield

Non-hearing Motion  
Trial Date: Not Set

**PLAINTIFFS' MOTION FOR RELIEF PRESENTING NEW PRIMA  
FACIE EVIDENCE IN PUBLIC RECORDS PROVING DEFENDANTS'  
TORTIOUS NEGLECT OF PLAINTIFFS' ONGOING INTERESTS IN THE  
SUBJECT TITLE AND DEFENDANT STEWART'S LIABILITY UNDER  
THE POLICY: NOTICE OF NEW CRIMINAL AND CIVIL  
PROCEEDINGS REFUTING THE MAGISTRATE'S  
"FUTILITY" FINDINGS**

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COMES NOW Plaintiffs Leonard G. Horowitz (hereafter, “Horowitz”) and Sherri Kane (hereafter “Kane”; together, “Plaintiffs”), supplementing their May 11, 2018, “PLAINTIFFS’ OBJECTIONS TO MAGISTRATE JUDGE’S ‘ORDER DENYING PLAINTIFFS LEONARD G. HOROWITZ AND SHERRI KANE’S MOTION FOR LEAVE TO FILE PROPOSED SECOND AMENDED COMPLAINT FOR DAMAGES AND OTHER RELIEF,’ AND REQUEST TO THE DISTRICT COURT FOR DE NOVO REVIEW AND REVERSAL” (Doc. 96) in accordance with LR7.2(e) for non-hearing motions, and Federal Rules of Civil Procedure, Rules 15(d) and 72(b)(3); hereby providing new prima facie evidence for “Resolving Objections” pursuant to the requested de novo review of the Magistrate’s “Futility findings” filed in (1) ORDER DENYING PLAINTIFFS LEONARD G. HOROWITZ AND SHERRI KANE’S MOTION FOR LEAVE TO FILE PROPOSED SECOND AMENDED COMPLAINT FOR DAMAGES AND OTHER RELIEF [FRCP 15(a)(2)] ” (Doc. 95); and (2) FINDING AND RECOMMENDATION TO DISMISS THIS ACTION WITH PREJUDICE, filed 5/03/18 (Doc. 95). New governmental actions compelled by new prima facie discoveries in Public Records prove the Plaintiffs’ criminal dispossession by forgery and fraud, ongoing victimization and irreparable damage mounting from Defendants neglect of the legitimacy, necessity, and viability of the Plaintiffs’ ongoing Title-defense against officially recognized fraud and crime--new evidence justifying the District Court’s *sua sponte* granting of the relief requested in the attached Proposed Order for Relief.

## I. Factual Background

On January 4, 2017, the individual Plaintiffs, who are successors-in-interest to the original “insured” Royal Bloodline of David (“Royal”), filed their first amended complaint (“FAC”) alleging eleven counts against Stewart Title and First American (collectively, “Defendants”) for wrongful denial of Title defense under policy coverage (hereafter, “Policy”) and proximal torts. These torts are alleged to be contributing to protracted litigations, wrongful conversion of the Plaintiffs’ property in Pahoa, Hawai‘I (“the Property”), the Plaintiffs’ ejectment therefrom, and mounting irreparable harm done to the Plaintiffs by Hilo attorney Paul J. Sulla, Jr. (hereafter, “Sulla”) who federal officials before this Court in *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 LEK neglected to prosecute and convict unlike Sulla’s three fellow co-conspirators who were indicted, convicted, and jailed in that case.<sup>1</sup> See ECF Nos. 4, 6-7.

The subject Property in this case consists of three (3) parcels identified by TMKs: (3) 1-3-001:049 and 043 and 095. The latter land called “**Remnant A**” is a roadway erroneously neglected by the Defendants and the Policy despite rights to this land granted to Royal by the County of Hawaii (hereafter, “CoH”) during a pre-Policy publicly noticed series of proceedings in 2003. That Remnant A sits central to the “049” and “043” lots and is most material to accessing both lots, especially the 043 lot. Defendant First American’s escrow officer, fiduciary and agent for Stewart Title Guaranty (hereafter, “Stewart”) did not only neglect citing this Remnant A access roadway in the Policy, but is evidenced having fraudulently

induced Horowitz to sign a Note and Tying Agreement to acquire that Remnant A *illegally* from the Seller—a known convicted drug trafficker. The Defendants’ agent knew the Seller did not own Remnant A, knew this was CoH property, and knew this was not legally the Seller’s property to sell or bargain. The Defendants’ agent also knew the CoH had already agreed Remnant A would be conveyed by Warranty Deed to Royal/Horowitz because that land grant conveyance was needed by Horowitz and neighbors to access the 043 and neighboring landlocked lots. Such land access to 043 was/is presumably secured by the Policy. That Remnant A was, thereafter, material to the Policy, neglected in the Policy, and granted by the government to Royal to secure access from the Pahoa-Kalapana highway to the landlocked parcels. The Defendants are alleged to have conspired with the Seller and his successor-in-interest, Sulla, to deprive the insured Plaintiffs of these properties and their money; and aiding-and-abetting by willful blindness and/or direct complicity the criminal enterprise that has dispossessed the Plaintiffs of their residence and lands. Paralleling the *Ong* case in which Sulla used a religious trust scheme to launder money for Ong, in the instant case Sulla abused a “Gospel of Believers” front tied to an illegal dimethyltryptamine Class I narcotic enterprise that is risking citizens’ health and safety, and damaging society.<sup>1</sup>

Despite years of repeated pleadings that Defendant Stewart help defend Title to the Property slandered by Sulla<sup>1</sup>—Defendant Stewart withdrew claiming Royal

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<sup>1</sup> On March 16, 2012, in “Order Denying Defendant Arthur Lee Ong’s Motion for Judgment of Acquittal” issued by this Court in *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 LEK, Sulla was noted to have conspired with Ong, a Honolulu arms dealer, in evading taxes using Sulla’s “religious trust” money laundering scheme according to Ong’s testimony made public by the *Honolulu Star Advertiser* on March 28, 2012. “Ong said . . . that based on

was the exclusive “insured,” and Royal lost Title to the subject Property to Sulla’s Gospel of Believers following Sulla’s non-judicial foreclosure in 2010.

The Plaintiffs have consistently pled that Defendants aided-and-abetted by willful blindness the criminal conversion of the Property by neglecting Sulla’s multiple forgeries and fraud slandering title, and also neglecting the judicial foreclosure case—Civ. No. 05-1-0196—in which the Plaintiffs prevailed.

Defendant Stewart’s withdrawal and Sulla’s non-judicial foreclosure and Property theft scheme defied the FORECLOSURE DENIED final judgments in that res case. This FORECLOSURE DENIED outcome has been neglected, avoided, and evaded by the Defendants and several willfully blind officials. That res case is currently in appeal for deficiency judgment and fees and costs owed

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Sulla’s advice, he thought what he was doing was legal.” Sulla went on to commit the series of torts and crimes alleged in this case, compounding a pattern of racketeering activity evidenced by: (1) Sulla’s Public Censure in *Takaba v. Comm’r*, 119 T.C. 285, 295, 2002 WL 31818000, wherein Sulla was disciplined for recklessly defending another tax evasion scheme; (2) Sulla was disqualified in *United States vs. Bruce Robert Travis*, U.S. Court of Appeals, Ninth Circuit. No. 10-15518; (March 10, 2010)(2007) for filing with Travis “at least one” fraudulent tax return following Sulla’s discipline in *Takaba*; and (3) Sulla was disqualified by Magistrate Puglisi in CV 14-00413 JMS-RLP (removed Civ. No. 14-1-0304) based on allegations of fraudulent foreclosure, money laundering, and property theft; where-after Sulla is alleged to have bribed co-counsel and State agents resulting in the Plaintiffs’ denied civil rights to adjudication on the merits. Sulla thus caused the ejection of these Plaintiffs from their Property currently registered to be owned by Sulla’s shell company, Halai Heights, LLC (“HHLLC”).

In other words, the Plaintiffs in this instant action represent “collateral damage” from this Court’s Cr. No. 09-00398 LEK proceedings in which prosecutors and law enforcers neglected their duties to prosecute Sulla for his pattern of abusing “religious” entities for money laundering, tax evasion, converting properties, and damaging society as he was similarly damaging these Plaintiffs.

Sulla’s pattern of being granted “qualified immunity” against prosecution in *US v Ong*, and *US v Travis*, and during this case too demonstrates criminal favoritism or influence in federal law enforcement, and underworld influence obstructing justice.

Accordingly, the Plaintiffs prosecute and whistleblow for justice in multiple state and federal related cases in defense of their properties and compelling social interests.



Royal/Horowitz. (See: Intermediate Court of Appeals of the State of Hawaii, case CAAP 16-000162).

Sulla's conversion scheme is also contested in CAAP 16-000163—pursuant to Sulla's quiet title action in Civ. No.14-1-0304—in which Royal was unjustly *defaulted*; and without trial on the merits Sulla's purported "clients" prevailed in a conflicting final judgment with no findings of facts issued.<sup>2</sup>

The Defendants have based the bulk of their defenses on allegations that Sulla's "clients"— "Gospel of Believers" and its overseer, Jason Hester—now own the Plaintiffs' Property. Defendant Stewart claims the Policy also terminated when Royal conveyed its interest to overseer (i.e., "body corporate") Horowitz and Scribe Kane, by gift for no value.<sup>3</sup>

Following a series of timely requests by the Plaintiffs, on December 11, 2017, attorney Margaret Wille, entered her appearance on behalf of Royal to comply with the District Court's Rule 11 Order. (*See* ECF No. 67.) However, at hearing on February 7, 2018, the Magistrate dismissed Royal, precluding Royal's interest and equity in this action without due process, by reason of Wille's appearance judged inexcusably untimely. (*See* ECF No. 67.)

On February 7, 2018, following that hearing, the Magistrate issued ECF No. 79 titled "Order on Motion for Reconsideration" that denied Plaintiffs' First

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<sup>2</sup> On July 26, 2018, the ICA reversed its previous ruling denying consolidation of the foreclosure and quiet title appeals. (Exhibit 12) This judicial action further verifies Stewart's delinquency in denying Title defense.

<sup>3</sup> Stewart's argument here is controverted by successor-in-interest rights established in *North Fork Land And Cattle LLLP v First American Title Ins. Company* 362 P. 3d 341 (Supreme Ct. Wy. 2015); and J. Palomar, *The 2006 ALTA Title Ins. Policies: What New Protection Do They Give?* 42 Real Prop. Prob. & Tr. J. 1, 24-26 (2007).

Motion for Leave [to file their Second Amended Complaint (“SAC”)] on December 14, 2017. *See* ECF Nos. 68 and 79. That Order stated, “The Court will issue a Minute Order.” However, no such Minute Order appears on the Court’s Record as having been filed.

On February 26, 2018, following Royal’s dismissal by the Magistrate, and after working with counsel Wille to improve the acceptability of the Proposed SAC on behalf of the individual Plaintiffs, the Plaintiffs filed their Motion for Leave to file their SAC. (*See* ECF No. 82)

On April 6, 2018, the Magistrate terminated motion deadlines and hearings, (*See* ECF No. 92.) and on May 3, 2018, filed “Findings and Recommendations” to dismiss with prejudice the individual Plaintiffs claims by reasons of “Futility,” verbosity, and confusion. (*See* ECF No. 95.)

Subsequently, and central to this supplemental pleading noticing new discoveries, three official actions occurred: (1) the Hawaii County Counsel and Tax Department officials re-affirmed Royal’s interest in the subject properties by virtue of discovering that *Sulla falsely filed a Warranty Deed to the 043 and 049 lots wrongly containing a land description to “Remnant A” never foreclosed upon*, in place of the land description of the “043” lot. To remedy the prima facie discovery of this blatant forgery and fraud, County of Hawaii (hereafter, “CoH”) officials noticed Sulla on February 13, 2018 regarding his “clients” defective claim to title. (That Notice appears in **Exhibit 1**.) Then, on April 9, 2018, Tax Department officials put Royal on Title to the 095 lot (**Exhibit 2**), and re-affirmed the Plaintiffs’ valid interests in the 049 and 043 lots in lieu of, inter alia, Royal

being on record now as the only valid Warranty Deed holder to these lands.

**(Exhibit 3)**

On April 5, 2018, as a result of the CoH's discovery of Sulla's forgery, Horowitz filed criminal case No. C18009739 with Hilo Police Department officer C. Kaneko, accepted as "Poss Forgery." After further investigation, the police forwarded the criminal complaint to Prosecutor Mitch Roth as "Forgery in the 2<sup>nd</sup> Degree" for attempted theft of the Property valued in excess of \$1 million.

**(Exhibit 4).**

On July 16, 2018, compelled by criminal investigation in C18009739 and the Freedom of Information Act, the CoH provided **Exhibit 5** new discovery—Sulla's April 27, 2017 letter to the CoH Director of Public Works that provides new evidence of *mens rea* in the conversion of the Remnant A property to Sulla's own new shell company—Halai Heights, LLC (hereafter, "HHLLC"). In this correspondence Sulla stated his knowledge that the conveyance was "initiated . . . to create a public right of way. . . ." BUT ONE DAY EARLIER, on April 26, 2017, Sulla recorded Doc. No. A-63250845—a \$150,000 "Mortgage . . . evidenced by borrowers note" from Sulla to HHLLC secured by Remnant A, in an attempt to privatize that Remnant A land. **(Exhibit 6)** In that State-filed mortgage Sulla knowingly misappropriated the "PARCEL SECOND" (Remnant A) land description that his letter the next day sought to obtain from the County. Meaning, Sulla knew he had no official authority or right to secure that Property on April 26, 2017 when he falsely filed his forged mortgage/note security with the State containing his alteration of the PARCEL SECOND land description

misappropriated from the County's Warranty Deed granted Royal. Officials discovered that Sulla forged "Hester's" Warranty Deed in an effort to convey the entire Property to HHLLC. (Doc. No. A-60960740; filed Sept. 9, 2016; **Exhibit 7**, see Exhibits page 43).

This July 16, 2018 new discovery upends the Defendants' principle defenses. The Defendants had depended on Sulla's presumed foreclosure being valid to claim the Plaintiffs "lost title." As evidenced by Sulla's newly discovered e-mail to the CoH official on October 13, 2017, Sulla stated: "I was not aware of the completion ['of the land transfer'] when, in fact, Sulla absolutely knew the transfer of Remnant A to Royal had been completed, because Sulla used that County's conveyance document (i.e., the Warranty Deed from the CoH to Royal issued in 2005; **Exhibit 8**) as the source of Sulla's PARCEL SECOND land description shown in his April 26, 2017 mortgage filing. (**Exhibit 6**) Sulla's *mens rea* is also corroborated by his additional statement on October 13, 2017 (new discovery), "This lot apparently was not included in the foreclosure."

More new evidence of Sulla's *mens rea* is shown in **Exhibit 9**—Sulla's "Mortgage Loan Note" to Hester filed with the State on June 14, 2011 as Doc. No. 2011-093773, bearing the true and correct 043 land description (captioned "ITEM II" on Exhibits pp. 77-78) that Sulla replaced in 2016 and 2017 in two filings containing the misappropriated Remnant A land description shown in forged Warranty Deed **Exhibit 7**. (See Exhibits pg. 51.)

This new evidence shows Sulla manufactured his Mortgage interest in Remnant A by forgery on April 26, 2017. Sulla also forged HHLLC's Warranty

Deed of September 9, 2016 with Sulla knowing Hester and Seller Lee had both lost the 049 and 043 parcels in the 049 case Final Judgment in Civ. No. 05-1-0196.

The Defendants have repeatedly neglected these matters in their filings before this Court. The Defendants' pattern and practice of avoiding the "0196" Final Judgment(s) evidences willful blindness, recklessness, and negligence as authorities explain below.

Sulla knew that 043 was not accessible without Remnant A private ownership converted from Royal to HHLLC. Sulla also knew landlocked 043 was not even valuable or accessible without Remnant A. The Defendants knew, or should have known these facts, likewise.

Sulla did knowingly and willfully cause Hester to assign his interests to Sulla's HHLLC shell company on September 9, 2016, falsely claiming a sale for value, in order to allegedly secure Hester's purported debt to Sulla, consummate the fraudulent transfer of the Plaintiffs' Property, and consummate first degree theft by forgery of Warranty Deed of September 9, 2016. This scheme provided exclusively Sulla's unjust enrichment, not Hester's or even HHLLC's. This theft scheme has been abused by the Defendants to shelter them from liability.

Sulla's willful intent to defraud the courts and steal the Plaintiffs' Property is also evidenced by the date Sulla formed HHLLC on February 1, 2016, just one week AFTER attorney Margaret Wille filed her Proposed Fifth Amended Final Judgment denying Seller Lee's foreclosure in Civ. No. 05-1-0196 (the res foreclosure case). Wille's filing was GRANTED on March 4, 2016. That Fifth Amended Final Judgment not only DENIED foreclosure by Hester (and Gospel of

Believers), but also made Hester a judgment debtor to Royal. So obviously, Sulla quickly formed HHLLC one week after Wille's filing to fraudulently transfer Hester's liability and loss of the property to secure Sulla's mortgage interest filed on June 14, 2011. (**Exhibit 9**)

Subsequently, Sulla and the Defendants are alleged to have abused courts to further delay and damage the Plaintiffs, to exhaust their victims financially and emotionally, to gain their attrition and submission. On this basis too, injunctive relief is proper.

Meanwhile, on July 22, 2018, a third concurrent appeal commenced pursuant to Sulla's action to consummate his theft scheme by expunging Horowitz's *lis pendens* on the Property. (See: **Exhibits 6 and 7**.) In that appeal of Civ. No. 3CC171000407 (CAAP-18-0000584, stamped 23-JUL-2018), between May and July, 2018, Sulla is evidenced having influenced Third Circuit Court Judge Henry Nakamoto by ex parte communications to grant summary judgment to Sulla's falsely purported title holders (i.e., Hester and Sulla's HHLLC) as issued June 8, 2018. Thereby, that court is evidenced having acted willfully blind to the aforementioned conflicting final judgments under appeal; willfully blind to official notice of the CoH's determinations and remedial actions securing the Plaintiffs' interests in the Property and justification for Horowitz's public notices; and willfully blind to the ongoing criminal case evidencing "Hester's" conversion by Sulla's forgery. (**Exhibits 6 and 7**)

On July 26, 2018, three days after Horowitz filed this third state appeal (CAAP 18-0000584; **Exhibit 6**), following nearly two years of inaction in the

earlier state appeals, and after the appellate court's previous *refusal* to consolidate the 0196 and 0304 appeals, the ICA reversed itself and issued ORDER OF CONSOLIDATION, consolidating the two earlier appeals under the res case appeal, CAAP-16-0000162. (**Exhibit 8**)

Summarily, the aforementioned facts, new discoveries in Public Records, and new governmental actions pursuant to these discoveries, evidence Sulla's two counts of 2nd degree forgery, and "vertical abusive trust beneficiary scheme" administered to steal the insureds set of properties that Defendant Stewart is contracted to secure. This new knowledge upends Defendants' primary defenses—that Plaintiffs "lost" title by Sulla's non-judicial foreclosure, or are no longer "insureds" under the Policy. In lieu of the Defendants' defenses becoming moot, and the evidence of criminally-inflicted damage and irreparable harm mounting, injunctive relief is necessary, requested and appropriate.

## **II. Standards in Review**

**FRCP Rule 15(d)** authorizes this Motion to plead supplemental facts, as it states:

(d) Supplemental Pleadings. On motion and reasonable notice, the court may, on just terms, permit a party to serve a supplemental pleading setting out any transaction, occurrence, or event that happened after the date of the pleading to be supplemented. The court may permit supplementation even though the original pleading is defective in stating a claim or defense. The court may order that the opposing party plead to the supplemental pleading within a specified time.

**FRCP Rule 72(b)(2)** additionally governs objections to the Magistrate's proposed "futility" findings and recommendations. By this rule, "the district judge must determine de novo any part of the magistrate judge's disposition that has been

properly objected to. The district judge may accept, reject, or modify the recommended disposition; receive further evidence; or return the matter to the magistrate judge with instructions.”

**“Willful Blindness” standard** set by the U.S. Supreme Court in *Global-Tech*

*Appliances, Inc. v. SEB SA*, 131 S. Ct. 2060, 2069 – Supreme Court 2011:

The doctrine of willful blindness is well established in criminal law. Many criminal statutes require proof that a defendant acted knowingly or willfully, and courts applying the doctrine of willful blindness hold that defendants cannot escape the reach of these statutes by deliberately shielding themselves from clear evidence of critical facts that are strongly suggested by the circumstances. The traditional rationale for this doctrine is that defendants who behave in this manner are just as culpable as those who have actual knowledge. Edwards, *The Criminal Degrees of Knowledge*, 17 Mod. L.Rev. 294, 302 (1954) (hereinafter Edwards) (observing on the basis of English authorities that “up to the present day, no real doubt has been cast on the proposition that [willful blindness] is as culpable as actual knowledge”). It is also said that persons who know enough to blind themselves to direct proof of critical facts in effect have actual knowledge of those facts. See *United States v. Jewell*, 532 F.2d 697, 700 (C.A.9 1976) (en banc).

**“Aiding and Abetting” standard** in fraud and crime cases is discussed in

*Fraternity Fund v. BEACON HILL ASSET MANAGEMENT*, 479 F. Supp. 2d 349 - Dist. Court, SD New York 2007; *See also: United States v. Bakal*, 20 Fed.Appx. 37, 42 (2d Cir.2001) (conscious avoidance theory of knowledge not *per se* inapplicable to specific intent crimes like aiding and abetting); *cf. United States v. Samaria*, 239 F.3d 228 (2d Cir.2001) (conscious avoidance can establish knowledge of criminal endeavors, although not specific intent to participate in



substantive crimes, for purposes of general aiding and abetting statute, 18 U.S.C. § 2)." Relatedly:

"A conspiracy need not be shown by proof of an explicit agreement but can be established by showing that the parties have a tacit understanding to carry out the prohibited conduct." *Thomas v. Roach*, 165 F.3d 137, 146 (2d Cir.1999) (internal quotation marks omitted). A defendant's participation in a criminal conspiracy "may be established entirely by circumstantial evidence," *United States v. Desimone*, 119 F.3d 217, 223 (2d Cir.1997), and, "once a conspiracy is shown to exist, the evidence sufficient to link another defendant to it need not be overwhelming." *United States v. Jackson*, 180 F.3d 55, 74 (2d Cir.1999) (internal quotation marks omitted), *cert. denied*, \_\_\_ U.S. \_\_\_, 120 S.Ct. 2731, 147 L.Ed.2d 993 (2000)." Quoting *Samaria* decision, *Op. cit.*

**III. New evidence in governmental actions thwart defendant's "lost Title" defense, restore Royal's interests, affirm the individual Plaintiffs' interests, controvert the Magistrate's "futility" Findings and Recommendations, and provide good cause for Injunctive Relief to be issued by the Honorable District Court.**

#### **A. General Supplemental Objection**

The Plaintiffs argued in their earlier opposition (Doc. 96) to the Magistrate's "futility" judgment (Doc. 95) that the Magistrate, like the Defendants, omitted or neglected facts, including the 0196 case and FORECLOSURE DENIED ruling(s), proving beyond any reasonable doubt the individual Plaintiffs' ongoing valid interests in the subject Property and Policy as successor "insureds" under the Policy. Royal's insured successor authorization (as pled in Doc. 96) is affirmed in *North Fork Land And Cattle LLLP v First American Title Ins. Company* 362 P. 3d 341 (Supreme Ct. Wy. 2015); and J. Palomar, *The 2006 ALTA Title Ins. Policies: What New Protection Do They Give?* 42 Real Prop. Prob. & Tr. J. 1, 24-26 (2007).

Undermining the Defendants' and the Magistrate's "futility" arguments is the new prima facie evidence presented by the CoH in April 2018, coupled with the ICA's sudden reversal to consolidate the quiet title appeal under the res case appeal, intertwined with the new criminal investigation presumably underway by CoH prosecutors at the time of this filing.

Summarily, four new material facts justify the Proposed Motion for Relief:

(1) the CoH re-affirmed the individual Plaintiffs' and Royal's ongoing interests in the Property as the only valid Warranty Deed holder(s) (**Exhibits 1 thru 3**);

(2) CoH officials determined Sulla's recorded Warranty Deed (**Exhibit 7**) was invalidated by Sulla's misappropriation of land description of Remnant A, that Sulla caused to be re-typed from the CoH's Warranty Deed to Royal. (**Exhibit 8**) The County's Warranty Deed to Royal was contracted in 2003 and issued to Royal in 2005. Thus, Defendants' "lost title" defense is thwarted by this new discovery of Sulla's feigned ownership of the Plaintiffs' Property. Defendants have neglected this access Remnant A roadway, and this neglect violates their Policy commitment, damages the Plaintiffs, vicariously aids-and-abets Sulla, and all tolled justifies injunctive relief;

(3) Hilo Police Department officials recognized "Forgery in the 2<sup>nd</sup> Degree" (**Exhibit 4**) extending Sulla's pattern and practice of forging Public Records. Several of these forgeries were made known to the Defendants previously on multiple occasions; yet Defendants have demonstrated willful blindness to this

evidence of Lee/Sulla's crimes, and have thus aided-and-abetted Sulla's securities fraud and property theft scheme involving forged notes, deeds, and mortgages; and

(4) the ICA consolidated the quiet title case appeal under the res case appeal wherein the FORECLOSURE DENIED outcome is uncontested. (**Exhibit 12**) This means that even if justice officials were to compound their neglect of Sulla having forged a set of mortgages and notes and/or manufactured their Assignments to feign Hester's or HHLLC's claimed ownership of the Property, both Royal and the individual Plaintiffs retain their ongoing valid interests in defending Title to the Property, the Policy's ongoing viability, and their status as insureds under the Policy.

Accordingly, the Title has obviously not been quieted. And even if it becomes quieted by some quirk of injustice in Sulla's favor, the current colored title holder on record, HHLLC, holds no valid interests in the Property as determined by the CoH having discovered Sulla's forgery(ies), and noticed Sulla thereby on February 13, 2018 that his Warranty Deed (**Exhibit 7**) is invalid (by letter **Exhibit 1**).

This leaves Defendant Stewart having to defend Title and quiet the Title as the Policy pledges to do. The Plaintiffs have repeatedly pled for this relief, and now oppose Stewart's denials in the wake of this new prima facie evidence that justifies the Honorable Court granting the attached Proposed Order of Relief to mitigate further damages and irreparable harm to the Plaintiffs.

Otherwise, the Plaintiffs object to any further action by the Defendants or by any court to further aid-and-abet by willful blindness Sulla's theft scheme,

and/or delay or avoid justice by granting Sulla and his co-conspirators immunity from prosecution for the aforementioned felonies and the Plaintiffs' damages. § Hawaii Revised Statute § 801D-4(3) and (6)—the “Basic bill of rights for victims and witnesses”—requires that the Plaintiffs “receive protection from threats or harm,” and that their dispossession be cured. The Plaintiffs' repossession of the stolen Property as a matter of law must be “expeditious.” It is the Defendants' and Court's ethical and legal duties to accommodate this relief. The Proposed Order for Relief expedites this process.

**B. Under the circumstances, given the new evidence, it would be an unconscionable abuse of discretion to accept the Magistrate's Findings and Recommendations, and deny requested relief from ongoing criminal damages.**

On September 11, 2017 the Plaintiffs filed a MOTION FOR DECLARATORY RELIEF UNDER EXCEPTIONAL CIRCUMSTANCES (*Doc. No.* 46, posted by the clerk as “Motion for Miscellaneous Relief”). This filing gave the Magistrate and/or District Court the opportunity to mitigate the Plaintiffs' mounting damages and irreparable harm from foreclosure fraud and organized crime by terminating this case promptly by ordering Defendant Stewart to take up the Plaintiffs' defense against Sulla's criminal actions. On November 22, 2017, the Magistrate responded by denying that motion stating “[t]here is currently no operative complaint in this action. Plaintiff does not provide any legally sufficient basis for ordering Stewart Title to pay for past or future attorneys' fees and costs. Accordingly, this Court cannot provide Plaintiff the relief he seeks.” (ECF No. 66, p. 7) Later, the Magistrate blocked attorney Wille's

advocacy for Royal, precluded Royal's standing in this case, and denied the Plaintiffs' efforts to file their "operative complaint"—their Proposed Second Amended Complaint. The Magistrate's Findings and Recommendations even seeks to punish the victims of the alleged crimes by precluding the Plaintiffs from filing for relief "with prejudice." (ECF No. 95)

The Magistrate's Doc. 95 filing to preclude justice "with prejudice" is inconsistent with the Plaintiffs' XIV Amendment rights and 42 U.S.C 1986. Underwriting Doc. 95 would be subscribing to impropriety under these exceptional circumstances involving forgery, fraud, and attempted first degree theft. Accepting the Magistrate's Recommendations would vicariously or intentionally aid-and-abet by willful blindness, like the Defendants have done for years, Sulla's torts and crimes.

"A ... court abuses its discretion whenever it exceeds the bounds of reason or disregards rules or principles of law or practice to the substantial detriment of a party." In *Rearden Family Trust v. Wisenbaker*, 65 P. 3d 1029 – Haw: Supreme Court 2003. The Magistrate's Doc. 95 "exceeds the bounds of reason" as it does worse than disparage the Plaintiffs' and their SAC as verbose, confusing, factually-void, and entirely "futile."<sup>4</sup> Doc. 95 deprives these victims of white collar crime

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<sup>4</sup> The Magistrate condemns the intelligence-gathering and writing skills of two professional journalists/victims of Sulla's government-certified white collar organized crimes. The Plaintiffs include 66-year-old award-winning author, filmmaker, and whistleblower Horowitz who is far more qualified to judge verbosity, coherency, and relevancy of facts than the Magistrate, as verified by the new evidence of inter-departmental governmental actions in civil and criminal proceedings. The Plaintiffs deserve to be relieved of this abuse, as justice demands.

the legal and financial aide promised under the Policy, and deprives the Plaintiffs of being made whole in accordance with their Constitutional rights.

The Magistrate's Doc. 95 aids-and-abets by willful blindness the Defendants' willful blindness to the felonious activity, and thereby gives worse than an impression of impropriety. It would give an impression of complicity in white collar organized crime if the Magistrate's Recommendation were to be enforced by the Honorable District Court, especially in light of the new prima facie evidence of Sulla's conversion scheme based on forgeries. Injunctive relief is overdue.

**C. Defendants and the Magistrate have acted *willfully blind* to the facts and Public Records proving fraud: First American provided “substantial assistance” to the violators, thus aided-and-abetted criminal activity.**

Defendants' most recent Responses (Docs. 99 and 100) to the Plaintiffs' Objection to Doc. 95 (Doc. 96) express incredulity over the “willful blindness” charged against them and the Magistrate, justifying this section and explanation. The new discoveries, and recent governmental actions especially, raise serious questions of “willful blindness” and “aiding-and-abetting” criminal activity in this case.

Under Hawaii law § 485A-102, “‘Security’ means a note.” Under § 10(b) of the Securities Exchange Act of 1934, the Supreme Court of the United States in *Central Bank of Denver, NA v. First Interstate Bank of Denver, NA*, 511 US 164 – 1994, crediting the Tenth Circuit Court of Appeals, cited “the elements of the § 10(b) aiding and abetting cause of action . . . [These include]: (1) a primary violation of § 10(b); (2) recklessness by the aider and abettor as to the existence of the primary violation; and (3) substantial assistance given to the primary violator

by the aider and abettor. *Id.*, at 898-903. In the instant case, given the aforementioned facts, the Defendants may be rightfully claimed to have satisfied all three elements. They have recklessly aided-and-abetted the violator(s)' primary violation(s). They have recklessly denied the existence of the primary violation of foreclosure fraud advanced by Sulla/Lee's string of forged, altered, and/or assigned notes, mortgages, and deeds. And First American has given the violators/violations substantial assistance.

Clearly, the "substantial assistance" element required for the charge of aiding-and-abetting by willful blindness Lee/Sulla's foreclosure fraud and property theft scheme is satisfied by First American having instigated the Note securing the illegal Remnant A tying agreement—the Agreement for Closing Escrow—made between Royal and Sulla's predecessor in interest—Seller Lee. Horowitz is an individual/personal co-signer on that Note (i.e., a security). Thus, both Royal and Horowitz are rightful parties with standing. These facts are pertinent to a § 10(b) securities violation as detailed below.

“Substantial assistance” is further evidenced, along with “discriminatory animus” against these whistleblowers, by the Defendants' and Magistrate's knowledge that Royal's insolvency, resulting dissolution, Horowitz's 2016 bankruptcy, and the Magistrate's dismissal of Royal by reason of attorney Wille's tardy appearance caused by family illness and financial constraints, was all due the litigation expenses and commercial damages directly attributable to First American's administration of Lee's January 6, 2004, \$25,000 extortionate threat to preclude closing escrow on January 15, 2004; or otherwise Royal/Horowitz would

lose their \$85,000 deposit money. First American imposed the Remnant A escrow closing (tying) Agreement and that separate Note.

Later “substantial assistance” to the violator by First American occurred in 2005, and at trial in 2008, when Lee brought a costly judicial foreclosure in which this Remnant A Note and tying Agreement was most material.

Subsequently, Defendant Stewart’s refusals to defend Title against Lee’s successors’ assaults, or pay attorneys’ fees and costs as their Policy pledged to do, deprived the Plaintiffs of “substantial assistance” and alternatively gave Sulla “substantial assistance.” Thus, both Defendants are known to have provided the Lee/Sulla criminal enterprise with “substantial assistance.”

Willful blindness and discriminatory animus against the Plaintiffs/whistleblowers is the only reasonable explanation for the Defendants’ denials, withdrawals, avoidance of the 0196 Final Judgment(s) in Plaintiffs favor, and aversion to answering the Plaintiffs’ averments. The Magistrate’s denials too, not being able to see what the following government officials confirmed, smacks of misconduct according to federal decisions and discussions.

For instance, the Supreme Court in *Central Bank of Denver* forbade such discriminatory animus aiding-and-abetting tortious activity. “There are analogies in the law of aiding and abetting, the criminal counterpart to contributory infringement.” *In re Aimster copyright litigation*, 334 F. 3d 643 - Court of Appeals, 7th Circuit 2003.

In the instant case, the Defendants’ discriminatory animus against the claimants/whistleblowers aids-and-abets Sulla’s infringement on their Title and



Property rights, while the Magistrate's Recommendations for dismissal infringes on the Plaintiffs equal rights to even a fair hearing to secure a fair trial on the merits. "[I]f genuine issues of material fact are created by the response to a motion for a preliminary injunction, an evidentiary hearing is indeed required." *Id* @ 654. The Magistrate's Doc. 95 precludes further hearings, and the Magistrate's ECF No. 66 denied the injunctive motion the Plaintiffs filed to gain injunctive relief. (*Doc. No. 46.*) Now, nearly a year later, after more costly denials, irreparable harm, and delays by the Magistrate's "discretion," the actions of other government officials evidence the Magistrate's willful blindness and Defendants' liability arising from the Remnant A transactions at the heart of the Property and multiple litigations since 2004. Those with "eyes to see" include the following:

1) In February 2018, CoH Tax officials recognized Sulla's forgery of HHLLC's Warranty Deed, issued Royal a Remnant A "TMK," and certified by publication the Plaintiffs' continuing interest and alleged ownership of the Property. (**Exhibits 1 thru 3**)

2) In February 2018, CoH County Counsel independently confirmed Sulla's invalid Warranty Deed voiding Hester's and HHLLC's claim of ownership of the Property;

3) In April 2018, HPD investigators recognized Sulla's forgery and authorized criminal charges. (**Exhibit 4**)

4) In March 2016, senior FBI (Honolulu) investigator, Cecelia Kong, surmised in five minutes Sulla's forgeries had corrupted the state court in Civ. No. 14-1-0304, and subsequently filed for bureau action to protect society;

5) In May 2015, Big Island FBI agent Michael Karmona took six hours to assess Sulla's pattern and practice of committing felonies, and urged superiors to take action.

6) In March 2015 U.S. Drug Enforcement Agency investigator Erwin M. Benedicto examined evidence of Sulla's illegal drug (i.e., dimethyltryptamine "DMT" or "hoasca") enterprise opposed by the Plaintiffs in this Court like the Seabright Court action in CV 15 00186JMS-BMK. The DEA officials encouraged dutiful remedial actions by supervisors;

7) In May 2013, HPD Detective Dean Uyetake initiated his investigation of early evidence of Sulla's pattern and practice of committing foreclosure fraud for theft, and subsequently urged prosecution on June 16, 2013 in C-13015256.

8) On April 15, 2012, CoH Prosecutors Mitch Roth and Rick Damerville examined the Plaintiffs' evidence for criminal causes of action. Damerville concluded Sulla "stole your house." "But," he added, "it is easier to convict someone for stealing a television set than a house." Damerville referred the Plaintiffs to this Court's action in *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 LEK, and initially encouraged Sulla's prosecution.

9) At the same time, Prosecutor Damerville directed the Plaintiffs to contact Derick Tabania who was investigating Sulla for the U.S. Treasury Department. Tabania informed the Plaintiffs that Sulla had converted their Property through "a vertical abusive trust beneficiary scheme."

Given this record of official actions, the fact that Sulla boasts never having been convicted of a crime, and that Sulla "walked" from the Ong case whereas all

other Ong co-conspirators went to jail, evidences either gross dysfunction in law enforcement, or Sulla's secret agency and qualified immunity from prosecution.

According to 2015 federal data from 28 High Intensity Drug Trafficking Areas in America (HIDTA's), based on Oregon DMT seizures, approximately 1,400,000 doses of the illegal drug were available between 2010 and 2013; with a street value per dose of \$20; or \$28 million industry wide consumption.<sup>5</sup>

According to multiple sworn affidavits from Sulla's "church" workers and witnesses, corroborated by the Plaintiffs' recorded interviews with witnesses and officials, Sulla's Big Island enterprise is the leading supplier to this rapidly growing hallucinogenic drug market. \$28 million buys a lot of influence. Under these circumstances, given the facts, it is unreasonable to dismiss the consensus conclusion that Sulla operates as a rogue federal agent/informant indemnified against prosecution by qualified immunity; and administers substantial currency for bribery in the state's Third Circuit Court.

The aforementioned state and federal officials did not find this intelligence or the victims' pleadings for relief too "verbose," "confusing," "factually-void," and entirely "futile," as the Magistrate did. They found material evidence of Sulla's criminal conversion of the subject Property compelling enough to act remedially, especially knowing drug traffickers launder money and evade taxes through illegal real estate transactions.

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<sup>5</sup> Oregon Department of Justice. *Oregon HIDTA Program: Program Year 2015. Threat Assessment and Counter-Drug Strategy*. June 2014, p. 20.

This pleading, and the Proposed Order for Relief, is filed to vindicate the judiciary, serve society, aid law enforcement, as well as recover the Plaintiffs losses. Injunctive relief is requested and overdue.

**D. Defendants' knowledge, willful blindness, and avoidance of the alleged crimes is sufficient for the Honorable Court to issue the proposed injunctive relief.**

The Defendants have consistently neglected, avoided, and evaded the FORECLOSURE DENIED rulings and criminal actions of the alleged Title thieves in the res case that the ICA joined with the quiet title case appeal on July 26, 2018. The Defendants avoided answering the Plaintiffs' factual allegations of torts and crimes in every pleading. This negligence, recklessness, and willful blindness is good cause for the Honorable Court to grant the Proposed Order for Relief. The Supreme Court in *Global-Tech Appliances, Inc* (Op. cit.) concluded, "persons who know enough to blind themselves to direct proof of critical facts in effect have actual knowledge of those facts." "[D]efendants who behave in this manner are just as culpable as those who have actual knowledge." *Id.* Defendants' evasive pleadings in this instant case show their pattern of acting to hoodwink this Court to stonewall and exhaust the Plaintiffs.

The Defendants have sufficiently demonstrated their willful blindness, recklessness, and negligence for the Court to issue the requested Relief. The 9<sup>th</sup> Circuit in *US v. Heredia*, 483 F. 3d 913 – Court of Appeals (2007) recognized "deliberate ignorance" and equated it with "willful blindness," while distinguishing

it from negligence and recklessness. Citing *United States v. Fulbright*, 105 F.3d 443, 447 (9th Cir.1997); *United States v. Sanchez-Robles*, 927 F.2d 1070, 1073 (9th Cir.1991). “A willfully blind defendant is one who took *deliberate* actions to avoid confirming suspicions of criminality. A reckless defendant is one who merely knew of a substantial and unjustifiable risk that his conduct was criminal; a negligent defendant is one who should have had similar suspicions but, in fact, did not. . . .” The Defendants are guilty on all three counts. The Defendants’ evasive pleadings in this case are “*deliberate* actions to avoid confirming suspicions of criminality.” *Id.* First American knew while imposing the Remnant A tying Agreement that it was “a substantial and unjustifiable risk that [Seller Lee’s] conduct was criminal.” And Stewart is a “a negligent defendant . . . who should have had similar suspicions [about Sulla and his contested non-judicial foreclosure based on a string of forgeries] but, in fact, did not. . . .” *Id.*

The Defendants have repeatedly blinded themselves of the direct proof in Public Records filed by the Plaintiffs “to avoid confirming suspicions of criminality” by First American and Lee. These alleged complicit co-conspirators are evidenced aiding-and-abetting by willful blindness the widely known Lee/Sulla drug trafficking, money laundering, and real estate conversion/racketeering enterprise. This enterprise is public knowledge. Lee was convicted, jailed, and the Property liened. Then it was fraudulently transferred by Lee—First American’s alleged co-conspirator. First American files evasive pleadings “to avoid confirming suspicions of criminality”—aiding-and-abetting the racketeering enterprise by their illegal administration of Royal/Horowitz’s \$85,000 escrow deposit money and the

Remnant A \$25,000 Note; thereby becoming a direct violator in securities fraud as prohibited by § 10(b). First American neglected Lee's criminal record, neglected the pre-existing CoH contract to convey Remnant A title to Royal/Horowitz after closing; and neglected to inform Stewart about this material matter of Property access consequently neglected in the Policy. Stewart knowingly avoids these torts and crimes similarly.

The Supreme Court, in *Leary v. United States*, 395 U.S. 6, 46 n.93, 89 S.Ct. 1532, 1553, 23 L.Ed.2d 57, 87 (1969), applied the Model Penal Code definition of knowledge in determining the meaning of “knowing.” “The *Turner* opinion recognizes that this definition of “knowingly” makes actual knowledge unnecessary: ‘[T]hose who traffic in [drugs] will inevitably become aware that the product they deal in is smuggled, *unless they practice a studied ignorance to which they are not entitled.*’ ” 396 U.S. at 417, 90 S.Ct. at 653, 24 L.Ed.2d at 624. (footnotes omitted, emphasis added), *citing Griego v. United States*, 298 F.2d 845, 849 (10th Cir. 1962). In the instant case, the Defendants traffic *titles* and title insurance to real properties converted by drug dealers. They can tell when a title is manufactured by forgery for money laundering by a convicted felon and his successor following a series of publicly-recorded fraudulent assignments of mortgage and notes, supplementing manufactured deeds, evidencing a pattern of organized crime.

As clarified in *United States v. Jewell*, (Op. cit. @ 703) “Deliberate ignorance” instructions have been “approved in prosecutions under criminal statutes prohibiting ‘knowing’ conduct.” Many circuits “approved the premise that

‘knowingly’ in criminal statutes is not limited to positive knowledge, but includes the state of mind of one who does not possess positive knowledge only because he consciously avoided it.<sup>[13]</sup> These lines of authority appear unbroken.” *Id.* In this instant case the Defendants have purposely argued to limit the Magistrate’s and District Court’s “positive knowledge” to defraud the fact finders, as they have done to Royal and Horowitz as insureds. The Magistrate succumbed or subscribed to this fraud and crime as recorded in Doc. 95. The District Court must vindicate the judiciary for the sake of judicial integrity, economy, and justice.

The Defendants’ and Magistrate’s knowledge of the alleged crimes as pled and evidenced by the Plaintiffs is sufficient for the Honorable Court to issue the proposed injunctive relief.

**E. New evidence of Sulla’s *mens rea* in the related criminal case, plus the ICA’s reversal in civil proceedings, compounds good cause for issuing the proposed relief.**

**Exhibit 5** provides new discovery of Sulla’s *mens rea* in the related criminal case. On April 27, 2017, Sulla solicited the CoH Director of Public Works to cunningly consummate Sulla’s Property conversion scheme by converting the Plaintiffs’ Remnant A property to Sulla’s new shell entity—HHLLC—by confirmed forgery and fraud in evidence as **Exhibits 1 and 4**. One day earlier, on April 26, 2017, Sulla recorded Doc. No. A-63250845—a “Mortgage Loan” referencing a Note of

indebtedness (in paragraph 12) from Sulla to HHLLC secured by Remnant A.<sup>6</sup> (**Exhibit 6**) Therein, and in Sulla's forged Warranty Deed (Doc. No. A-60960740; filed Sept. 9, 2016; **Exhibit 7**, see Exhibits page 43), Sulla knowingly misappropriated the "PARCEL SECOND" (Remnant A) land description that his letter the next day sought to obtain rights to from the County. Sulla knew he had no official authority or right to secure that Property on April 26, 2017 or April 27, 2017, when he falsely filed his Mortgage and CoH request, because Sulla's forged HHLLC's Warranty Deed (Doc. No. A-60960740; **Exhibit 7**, filed Sept. 9, 2016) also contained Sulla's alteration of the PARCEL SECOND land description that Sulla pilfered from the County's Warranty Deed issued Royal in 2005. (**Exhibit 8**) Several CoH officials recognized these crimes, confirmed the forgery with County Counsel, and denied Sulla's solicitations. (**Exhibit 1 and Exhibit 5**)

Since the Magistrate's Doc. 95 was filed, state officials' remedial actions have upended the Defendants two major defenses. Royal and the Plaintiffs are once again validly recognized by the government as the only valid title holders of the Property; and Royal, regardless of dissolution, is affirmed on Title as a viable "insured" party in interest along with the individual Plaintiffs. **Exhibits 2 and 3**.

Furthermore, there can be no statute of limitations preclusion to this continuing offense. Normally, a statute of limitations begins to run on the date when the offense is completed. *See Toussie v. United States*, 397 U.S. 112 (1970). The alleged conspiracy too is a continuing offense. The statute of limitations

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<sup>6</sup> The "Mortgage Loan" citing "a Note" containing a known forgery is a fraudulent and deceptive "security" and act by definition in HRS § 485A-102, and a violation of federal law § 10(b) of the Securities Exchange Act of 1934.



begins to run on the date of the last overt act. *See Fiswick v. United States*, 329 U.S. 211 (1946) In the instant case, the Defendants most recent opposition pleadings are the last overt willfully blind actionable acts.

The new discoveries and aforementioned pleadings provide compelling good cause for the Honorable District Court to grant the Proposed Order for Relief attached hereto. The Plaintiffs request that the Court compel Defendant Stewart to promptly make good on the terms of its Policy, pay the Plaintiffs for the full amount of Policy coverage in lieu of their dispossession and new prima facie discovery of forgery and fraud slandering title; adding attorneys fees and costs as contracted and submitted to the Court in the attached Proposed Order.

Respectfully submitted.

DATED: August 14, 2018 Atlantic City, NJ

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LEONARD G. HOROWITZ  
Pro se for Plaintiff

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SHERRI KANE  
Pro se for Plaintiff

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

LEONARD G. HOROWITZ, an  
individual; SHERRI KANE, an  
individual; ROYAL BLOODLINE OF  
DAVID, a dissolved corporation sole.  
Plaintiffs,

vs.

STEWART TITLE GUARANTY  
COMPANY; FIRST AMERICAN TITLE  
CO., and DOES 1 through 50, Inclusive  
Defendants

) CIV. NO. 16-00666LEK-KJM  
) (Negligence; Breach of Duty)  
)  
) **DECLARATION OF**  
) **LEONARD G. HOROWITZ IN**  
) **SUPPORT OF PLAINTIFFS' MOTION**  
) **FOR RELIEF . . . : NOTICE OF NEW**  
) **CIVIL AND CRIMINAL PROCEEDING**  
) **REFUTING THE MAGISTRATE'S**  
) **"FUTILITY" FINDINGS .**  
)  
)

JUDGE: Hon. Leslie E. Kobayashi and  
Hon. Kenneth J. Mansfield

NON-HEARING MOTION  
HEARING DATE: not set

**DECLARATION OF LEONARD G. HOROWITZ IN  
SUPPORT OF PLAINTIFFS' MOTION FOR RELIEF . . . : NOTICE OF NEW  
CIVIL AND CRIMINAL PROCEEDINGS REFUTING THE MAGISTRATE'S  
"FUTILITY" FINDINGS [ECF NO. 95]**

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 Las Vegas, Nevada.

- 2) I am not licensed to practice law, and represent myself pro se in this case.
- 3) I am the Overseer of THE ROYAL BLOODLINE OF DAVID (“Royal”), a Washington State Corporation Sole caused to dissolve under litigation duress imposing insolvency; thus now in “winding up.”
- 4) Despite my repeated timely requests that attorney Margaret Wille appear in this case on behalf of Royal, she could not do so in lieu of her family and financial problems. Thus, I believe that the Magistrate’s dismissal of Royal, precluding Royal’s standing, depriving Royal of its rights to adjudicate this case, based on Wille’s delayed appearance, is unjust and damaging.
- 5) I declare that the facts and dates stated in this Motion are accurate to the best of my knowledge and belief, and that the new discoveries of Sulla’s forgeries of Public Records by County of Hawaii officials occurred on-or-about April 8, 2018.
- 6) I declare that the state and federal government officials cited in this Motion acted as stated herein, and I and Ms. Kane have made exhausting efforts to secure justice on behalf of society, aid law enforcers and the courts, as well as secure our own personal and spiritual interests.
- 7) I declare that the attached Exhibits 1 thru 12, are true and correct copies of the documents in my possession.
- 8) I declare that the criminal allegations made in this Motion against Defendant First American, Seller Lee, and attorney Paul J. Sulla, Jr. are true and correct to the best of my knowledge and belief; and I am competent to testify as to the truth of these statements at trial.
- 9) I declare that the allegations of drug trafficking and money laundering through real estate transactions by the Lee/Sulla enterprise detailed in this Motion, along with Defendant First American’s alleged complicity therein, are factual; and that neglect of this public knowledge and enterprise damages society, the integrity of willfully blind courts, and shames law enforcement that neglects the risks and damages to society from the exploding trafficking of dimethytryptamine (DMT) across America.
- 10) I declare that DMT is most heavily supplied to the mainland U.S. from Hawaii by Sulla’s criminal enterprise according to the evidence and affidavits in my possession as stated in

this Motion; and that I turned this intelligence over to DEA and FBI officials, and to local law enforcers, as a public duty.

- 11) I declare that irreparable harm is accruing to me at the present time, due to my being dispossessed of my Hawaii residence while serving internationally as a humanitarian health professional certified by apostille issued on September 2, 2014 by Vice Counsel of the United States of America, Daniel Evensen, and by Tina Wishak, Authentication Officer Department of Foreign Affairs, Trade and Development Canada. The filing of this pleading from Greece, taking time away from public services I provide through lectures, films, and written publications, reflects the irreparable harm caused by the tortious or criminal actions of the Defendants as pled in this Motion, and deserving injunctive relief.
- 12) Finally, I declare that the damages and irreparable injury I and Ms. Kane have been forced to endure as victims of the aforementioned crimes, the Defendants' stonewalling, and multiple courts' railroading, is unconscionable. I am aware of many similarly situated victims of Mr. Sulla's organized crimes in the State of Hawaii. I therefore petition the Honorable Court to do whatever she can to prompt a thorough U.S. Department of Justice investigation into these matters.

FURTHER DECLARANT SAYETH NAUGHT

DATED: August 14, 2018 Atlantic City, NJ

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LEONARD G. HOROWITZ  
Pro se for Plaintiff

Horowitz et. al., v. Stewart Title Guaranty Co. and First American Title Co; CIV. NO. 16-00666LEK-KJM; *Declaration of Leonard G. Horowitz in Support of Plaintiffs' Motion for Relief*. . . " [LR 7.2(e) and FRCP Rules 15(c) and 72(b)(3)].

LEONARD G. HOROWITZ, Pro se  
and SHERRI KANE, Pro se  
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII**

LEONARD G. HOROWITZ, an	)	<u>CIV. NO. 16-00666LEK-KJM</u>
individual; SHERRI KANE, an	)	(Negligence; Breach of Duty)
individual; ROYAL BLOODLINE OF	)	
DAVID, a dissolved corporation sole.	)	<b>PROPOSED ORDER FOR RELIEF</b>
Plaintiffs,	)	
vs.	)	
	)	JUDGE: Hon. Leslie E. Kobayashi and
STEWART TITLE GUARANTY	)	Hon. Kenneth J. Mansfield
COMPANY; FIRST AMERICAN TITLE	)	
CO., and DOES 1 through 50, Inclusive	)	
Defendants	)	

**PROPOSED ORDER FOR RELIEF**

Pursuant to the individual plaintiffs' foregoing Motion, and Declaration of LEONARD G. HOROWITZ, and for good cause appearing therefore.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendant Stewart Title Guaranty Company pay the Plaintiffs the full amount of Policy coverage of \$550,000, plus \$360,528.59 in Plaintiffs fees and costs on or before \_\_\_\_\_, 2018.

**IT IS ALSO ORDERED** that Plaintiffs' Motion for Leave to file their Second Amended Complaint is GRANTED.

DATED: Honolulu, Hawaii, \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE ABOVE-ENTITLED COURT

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

LEONARD G. HOROWITZ, an )  
individual; SHERRI KANE, an )  
individual; ROYAL BLOODLINE OF )  
DAVID, a dissolved corporation sole. )  
Plaintiffs, )  
vs. )

STEWART TITLE GUARANTY )  
COMPANY; FIRST AMERICAN TITLE )  
CO., and DOES 1 through 50, Inclusive )  
Defendants )

CIV. NO. 16-00666LEK-KJM  
(Negligence; Breach of Duty)

**CERTIFICATE OF SERVICE**  
Pursuant to:  
**PLAINTIFFS' MOTION FOR RELIEF  
PRESENTING NEW EVIDENCE . . .**

JUDGE: Hon. Leslie E. Kobayashi and  
Kenneth J. Mansfield

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 14th day of August, 2018, I served a true and correct copy of the foregoing **PLAINTIFFS' MOTION FOR RELIEF PRESENTING NEW PRIMA FACIE EVIDENCE IN PUBLIC RECORDS PROVING DEFENDANTS' TORTIOUS NEGLECT OF PLAINTIFFS' ONGOING INTERESTS IN THE SUBJECT TITLE AND DEFENDANT STEWART'S LIABILITY UNDER THE POLICY: NOTICE OF NEW CIVIL AND CRIMINAL PROCEEDINGS REFUTING THE MAGISTRATE'S "FUTILITY" FINDINGS** pursuant to CIV. NO. 16-00666LEK-KJM, by the method described below to:

Stewart Title Guaranty Company  
NAKASHIMA CHING LLC  
737 Bishop Street, Suite 2090  
Honolulu, Hawai'i 96813  
Telephone: (808) 784-2090  
Facsimile: (808) 784-2091  
E-mail: jlc@nchilaw.com

☒ Pacer

First American Title Company  
c/o CSC Services of Hawaii  
1003 Bishop Street  
Pauahi Tower, Suite 1600  
Honolulu, HI 96813

☒ Pacer

The U.S. District Court, District of Hawaii  
The Honorable Judge Leslie E. Kobayashi  
Attn: Clerk of the Court  
300 Ala Moana Blvd C-338  
Honolulu, HI 96850

☒ US Mail

---

LEONARD G. HOROWITZ  
Pro se for Plaintiff

*Leonard G. Horowitz and Sherri Kane v. Stewart Title and First American Title.*  
**PLAINTIFFS' MOTION FOR RELIEF PRESENTING NEW EVIDENCE ...;**  
Certificate of Service. CIV. NO. 16-00666LEK-KJM

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**County of Hawai'i**

**DEPARTMENT OF FINANCE - REAL PROPERTY TAX**

Aupuni Center • 101 Pauahi Street • Suite No. 4 • Hilo, Hawai'i 96720 • Fax (808) 961-8415  
Appraisers (808) 961-8354 • Clerical (808) 961-8201 • Collections (808) 961-8282  
West Hawai'i Civic Center • 74-5044 Ane Keohokalole Hwy. • Bldg. D, 2nd Flr. • Kailua Kona, Hawai'i 96740  
Fax (808) 327-3538 • Appraisers (808) 323-4881 • Clerical (808) 323-4880

Nancy Crawford  
Deputy Finance Director

February 13, 2018

Mr. Paul J Sulla, Manager  
Halai Heights LLC  
PO Box 5258  
Hilo, HI 96720

Re: TMK: 1-3-001-049-0000

Mr. Sulla,

After review of the documents recorded on the parcel noted above, there was a discrepancy in ownership due to an exchange deed the County of Hawaii had completed with the prior owner of record. During the review, the Real Property Tax Office concluded 36,140 square feet was not included in the original legal description which was foreclosed on (which ultimately resulted in Halai Heights receiving ownership).

As a result of the research conducted, a separate tax map key number has been issued for this area. The new TMK # for this 36,140 square feet is 1-3-001-095-0000, owner of record is the Royal Bloodline of David (original owner per exchange deed). To further complicate matters, the taxes for tax years 2010 through 2017 were paid by the following individuals:

Halai Heights (paid in 2016 & 2017) totaling: \$24,878.71

Medical Veritas/Leonard Horowitz/Sherri Kane (paid in 2013 thru 2017) totaling: \$13,100.00

I apologize for any inconvenience and can only recommend that you make contact with the title company or company that assisted with the transaction/legal description of the warranty deed from Jason Hester to Halai Heights LLC as it appears Jason Hester did not have clear title to the legal description utilized in this document.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Miura".

Lisa Miura  
Assistant Real Property Administrator

**Exhibit 1**



<a href="#">Recent Sales in Area</a>	<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Return to Main Search Page</a>	<a href="#">Hawaii Home</a>	<a href="#">Real Property Home</a>
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Owner and Parcel Information			
<b>Owner Name</b>	ROYAL BLOODLINE OF DAVID Fee Owner, Tenants in Severalty	<b>Today's Date</b>	April 9, 2018
<b>Mailing Address</b>	13-3775 KALAPANA HIGHWAY PAHOA, HI 96778	<b>Parcel Number</b>	130010950000
<b>Location Address</b>		<b>Project Name</b>	
<b>Property Type</b>		<b>Parcel Map</b>	Parcel Map Not Available for this Parcel <a href="#">TMK Maps</a>
<b>Neighborhood Code</b>	1353-5	<b>Land Area (acres)</b>	0.8297
<b>Legal Information</b>	FROM: 1301-49 36140 SF NEW PARCEL	<b>Land Area (approximate sq ft)</b>	36,142

Assessment Information <a href="#">Show Historical Assessments</a>										
Year	Property Class	Market Land Value	Dedicated Use Value	Land Exemption	Net Taxable Land Value	Market Building Value	Assessed Building Value	Building Exemption	Net Taxable Building Value	Total Taxable Value
2018	AGRICULTURAL	\$ 27,100	\$ 0	\$ 0	\$ 27,100	\$ 0	\$ 0	\$ 0	\$ 0	\$ 27,100

Appeal Information			
No appeal information on parcel.			
Land Information			
Property Class	Square Footage	Acreage	Agricultural Usage
	36,142	0.8297	

Improvement Information	
No improvement information available for this parcel.	

Other Building and Yard Improvements				
Description	Quantity	Year Built	Area	Gross Building Value
No information associated with this parcel.				

Permit Information			
Date	Permit Number	Reason	Permit Amount
No permit information associated with this parcel.			

Dept of Public Works Bldg Division Permit and Inspections Information							
Permit Date	Permit Type	Permit Number	Permit Reason	Permit Description	Estimated Cost	Inspection Date	Inspection Status
No permit and inspections information associated with this parcel.							
As a courtesy to the public, we provide building permit data as supplied by the Department of Public Works. As such, no warranties, expressed or implied, are provided for the data herein, its use or its interpretation, and accuracy.							

Sales Information										
Sale Date	Sale Amount	Instrument #	Instrument Type	Instrument Description	Date of Recording	Land Court Document Number	Cert #	Book/Page	Conveyance Tax	Document Type
02/12/2018	\$ 0		OTHER	Mapping Change	02/12/2018				0	Mapping Change
02/12/2018	\$ 0		OTHER	Mapping Change	02/12/2018				0	Mapping Change
02/12/2018	\$ 0		OTHER	Mapping Change	02/12/2018				0	Mapping Change
09/06/2016	\$ 450,000	60960740	FEE CONVEYANCE	Warranty Deed	09/09/2016				675	Warranty Deed
09/06/2016	\$ 450,000	60960740	FEE CONVEYANCE	Warranty Deed	09/09/2016				675	Warranty Deed

# Exhibit 2

04/23/2013	\$ 0	48850886	OTHER	Quitclaim deed	05/17/2013				0	Quitclaim deed
04/23/2013	\$ 0	48850886	OTHER	Quitclaim deed	05/17/2013				0	Quitclaim deed
06/28/2012	\$ 0	45750676	FEE CONVEYANCE	Quitclaim deed	07/11/2012				0	Quitclaim deed
06/28/2012	\$ 0	45750676	FEE CONVEYANCE	Quitclaim deed	07/11/2012				0	Quitclaim deed
06/09/2011	\$ 220,000	11-093772	FEE CONVEYANCE	Quitclaim deed	06/14/2011				220	Quitclaim deed
06/09/2011	\$ 220,000	11-093772	FEE CONVEYANCE	Quitclaim deed	06/14/2011				220	Quitclaim deed
05/03/2010	\$ 0	10-064623	FEE CONVEYANCE	Quitclaim deed	05/11/2010				175	Quitclaim deed
05/03/2010	\$ 0	10-064623	FEE CONVEYANCE	Quitclaim deed	05/11/2010				175	Quitclaim deed
01/08/2008	\$ 0	08-018452	OTHER	Dedication	02/07/2008				0	Dedication
01/08/2008	\$ 0	08-018452	OTHER	Dedication	02/07/2008				0	Dedication
12/03/2004	\$ 2,570	05-009226	FEE CONVEYANCE	Warranty Deed	01/14/2005				2.6	Warranty Deed
12/03/2004	\$ 2,570	05-009226	FEE CONVEYANCE	Warranty Deed	01/14/2005				2.6	Warranty Deed
11/22/2004	\$ 0	05-009225	FEE CONVEYANCE	Warranty Deed	01/14/2005				0	Warranty Deed
11/22/2004	\$ 0	05-009225	FEE CONVEYANCE	Warranty Deed	01/14/2005				0	Warranty Deed
01/27/2004	\$ 0		OTHER	Mapping Change	01/27/2004					Mapping Change
01/27/2004	\$ 0		OTHER	Mapping Change	01/27/2004					Mapping Change
01/15/2004	\$ 550,000	04-014440	FEE CONVEYANCE	Warranty Deed	01/23/2004				550	Warranty Deed
01/15/2004	\$ 550,000	04-014440	FEE CONVEYANCE	Warranty Deed	01/23/2004				550	Warranty Deed
04/12/2002	\$ 0	02-078633	OTHER	Judgment (all types)	05/07/2002					Judgment (all types)
04/12/2002	\$ 0	02-078633	OTHER	Judgment (all types)	05/07/2002					Judgment (all types)
11/14/2001	\$ 0	01-189329	FEE CONVEYANCE	Quitclaim deed	12/04/2001				.00	Quitclaim deed
11/14/2001	\$ 0	01-189329	FEE CONVEYANCE	Quitclaim deed	12/04/2001				.00	Quitclaim deed
10/25/2000	\$ 0	0000154598	FEE CONVEYANCE	Quitclaim deed	11/01/2000					Quitclaim deed
10/25/2000	\$ 0	0000154598	FEE CONVEYANCE	Quitclaim deed	11/01/2000					Quitclaim deed
03/17/1998	\$ 0	9800038235		Cancellation of Dedication	03/23/1998					Cancellation of Dedication
03/17/1998	\$ 0	9800038235		Cancellation of Dedication	03/23/1998					Cancellation of Dedication
01/02/1997	\$ 0	9700083700	FEE CONVEYANCE	Quitclaim deed	06/25/1997				0.00	Quitclaim deed
01/02/1997	\$ 0	9700083700	FEE CONVEYANCE	Quitclaim deed	06/25/1997				0.00	Quitclaim deed
03/07/1994	\$ 0	9400063087			04/12/1994					
03/07/1994	\$ 0	9400063087			04/12/1994					
12/22/1986	\$ 1,000	9300211861	FEE CONVEYANCE	Deed	12/21/1993				1.00	Deed
12/22/1986	\$ 1,000	9300211861	FEE CONVEYANCE	Deed	12/21/1993				1.00	Deed

Current Tax Bill Information <a href="#">2018 Tax Payments</a> <a href="#">Show Historical Taxes</a>									
Tax Period	Description	Original Due Date	Taxes Assessment	Tax Credits	Net Tax	Penalty	Interest	Other	Amount Due
									\$ 0.00
No Tax Information available on this parcel.									

<a href="#">Recent Sales in Area</a>	<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Return to Main Search Page</a>	<a href="#">Hawaii Home</a>	<a href="#">Real Property Home</a>
The Hawaii County Tax Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Website Updated: April 6, 2018					

From: **mitch fine** mitchfine@hotmail.com  
Subject: Fwd: TMK 130010490000  
Date: February 8, 2018 at 2:18 PM  
To: sherrikane@gmail.com, Leonard Horowitz len15@mac.com

MF

Sent from my iPad

Begin forwarded message:

**From:** "Miura, Lisa" <Lisa.Miura@hawaiicounty.gov>  
**Date:** February 8, 2018 at 2:15:07 PM HST  
**To:** "mitchfine@hotmail.com" <mitchfine@hotmail.com>  
**Subject:** TMK 130010490000

Aloha Mr. Fine,

As discussed, this is the note that we are adding to the abstract record. I will email you after my meeting with Corporation Counsel tomorrow.

Sincerely,  
Lisa Miura  
Acting Real Property Tax Administrator

Parcel ID: 130010490000 HALAI HEIGHTS LLC 13 3775 PAHOA KALAPANA ROAD 2018

Record Copy Record Copy From Simple Copy Adv. Copy Deactivate Alerts Reassign Abandon Save Validate Commit Quick View Print Run Rep

GeneralNotes Tax Notes ApprNotes Abstractor Notes

#	Code	Stat.	Comment
1	TR: Transfer		OWNERSHIP OF 130010490000 IN QUESTION AS THE POR ROYAL BLOOD LINE OF DAVID RECD
2	TR: Transfer		EXCH DEED FROM COUNTY WHICH WAS NOT INC IN FORECLOSURE DOC IN 2010. CORP COUNSEL
3	TR: Transfer		TO REVIEW TO VERIFY IF SEP TMK # TO BE GIVEN, OR IF REC WILL HAVE 2 OWNERS OF
4	TR: Transfer		RECORD.

**Exhibit 3**



[Recent Sales in Area](#)
[Previous Parcel](#)
[Next Parcel](#)
[Return to Main Search Page](#)
[Hawaii Home](#)
[Real Property Home](#)

#### Owner and Parcel Information

<b>Owner Name</b>	HESTER,JASON Fee Owner <a href="#">Show All Owners</a>	<b>Today's Date</b>	April 12, 2018
<b>Mailing Address</b>	PO BOX 2105 PAHOA, HI 96778-2105	<b>Parcel Number</b>	130010430000
<b>Location Address</b>		<b>Project Name</b>	
<b>Property Class</b>	AGRICULTURAL	<b>Parcel Map</b>	<a href="#">Show Parcel Map</a> <a href="#">Plat (TMK) Maps</a>
<b>Neighborhood Code</b>	1353-5	<b>Land Area (acres)</b>	1.32
<b>Legal Information</b>	LOT 15-A 1.32 AC DES POR LPGR 5005	<b>Land Area (approximate sq ft)</b>	57,499

#### Owner Address Information

<b>Owner Name</b>	<b>Owner Address</b>
HESTER,JASON	PO BOX 2105 PAHOA HI 96778
HOROWITZ,LEONARD G Addressee	13-3775 KALAPANA HWY PAHOA HI 96778
KANE,SHERRI (NMN) Addressee	PO BOX 75104 HONOLULU HI 96836

#### Assessment Information [Show Historical Assessments](#)

Year	Property Class	Market Land Value	Dedicated Use Value	Land Exemption	Net Taxable Land Value	Market Building Value	Assessed Building Value	Building Exemption	Net Taxable Building Value	Total Taxable Value
2018	AGRICULTURAL	\$ 8,100	\$ 0	\$ 0	\$ 8,100	\$ 0	\$ 0	\$ 0	\$ 0	\$ 8,100

#### Appeal Information

No appeal information on parcel.

#### Land Information

<b>Property Class</b>	<b>Square Footage</b>	<b>Acreage</b>	<b>Agricultural Usage</b>
	57,499	1.32	

#### Improvement Information

No improvement information available for this parcel.

#### Other Building and Yard Improvements

<b>Description</b>	<b>Quantity</b>	<b>Year Built</b>	<b>Area</b>	<b>Gross Building Value</b>
No information associated with this parcel.				

#### Permit Information

<b>Date</b>	<b>Permit Number</b>	<b>Reason</b>	<b>Permit Amount</b>
No permit information associated with this parcel.			

#### Dept of Public Works Bldg Division Permit and Inspections Information

Permit Date	Permit Type	Permit Number	Permit Reason	Permit Description	Estimated Cost	Inspection Date	Inspection Status
No permit and inspections information associated with this parcel.							

**As a courtesy to the public, we provide building permit data as supplied by the Department of Public Works. As such, no warranties, expressed or implied, are provided for the data herein, its use or its interpretation, and accuracy.**

#### Sales Information

Sale Date	Sale Amount	Instrument #	Instrument Type	Instrument Description	Date of Recording	Land Court Document Number	Cert #	Book/Page	Conveyance Tax	Document Type
04/23/2013	\$ 0	48850886	OTHER	Quitclaim deed	05/17/2013				0	Quitclaim deed
06/28/2012	\$ 0	45750676	FEE CONVEYANCE	Quitclaim deed	07/11/2012				0	Quitclaim deed

06/09/2011	\$ 220,000	11-093772	FEE CONVEYANCE	Quitclaim deed	06/14/2011				220	Quitclaim deed
05/03/2010	\$ 0	10-064623	FEE CONVEYANCE	Quitclaim deed	05/11/2010				175	Quitclaim deed
01/15/2004	\$ 550,000	04-014440	FEE CONVEYANCE	Warranty Deed	01/23/2004				550	Warranty Deed
11/23/1999	\$ 0	0000030528	FEE CONVEYANCE	Quitclaim deed	03/07/2000				0.00	Quitclaim deed
11/19/1999	\$ 12,500	0000030527	FEE CONVEYANCE	Warranty Deed	03/07/2000				12.50	Warranty Deed
01/26/1999	\$ 3,500	9900017730	FEE CONVEYANCE	Warranty Deed	02/05/1999				3.50	Warranty Deed
03/01/1988	\$ 0	8800036293	FEE CONVEYANCE	Deed	03/16/1988			21732/510	0.00	Deed
11/23/1987	\$ 0	0000000000								

<b>Current Tax Bill Information</b> <a href="#">2018 Tax Payments</a> <a href="#">Show Historical Taxes</a>									
Tax Period	Description	Original Due Date	Taxes Assessment	Tax Credits	Net Tax	Penalty	Interest	Other	Amount Due
2017-1	Real Property Tax	08/21/2017	\$ 0.00	\$ 0.00	\$ 100.00	\$ 10.00	\$ 8.80	\$ 0.00	\$ 118.80
2017-2	Real Property Tax	02/20/2018	\$ 0.00	\$ 0.00	\$ 100.00	\$ 10.00	\$ 2.20	\$ 0.00	\$ 112.20
									<b>\$ 231.00</b>
Tax bill is computed to 04/30/2018    Or pay online at <a href="http://payments.ehawaii.gov/propertytax/hawaii">http://payments.ehawaii.gov/propertytax/hawaii</a> Other Payment Options Click <a href="#">Here</a>									

<a href="#">Recent Sales in Area</a>	<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Return to Main Search Page</a>	<a href="#">Hawaii Home</a>	<a href="#">Real Property Home</a>
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The Hawaii County Tax Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Website Updated: April 6, 2018

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# HAWAII POLICE DEPARTMENT

Report #: C18009739

Date: 4-5-18 Officer: C. KANEKO

Type of Incident: Pass Forgery

## HOW TO OBTAIN A COPY OF YOUR POLICE REPORT

Telephone the Hawai'i Police Department  
Records Section at (808) 961-2233, Mon-Fri.  
7:45 am to 4:30 pm.

**OR**

Write to the Hawai'i Police Department Records  
Section and request a copy of your Police  
Report. Please include the Police Report  
Number and a self-addressed stamped  
envelope.

Hawai'i Police Department  
349 Kapiolani Street  
Hilo, Hawaii, 96720  
ATTN: Records Section

A copy of the police report can be obtained  
for a fee of \$1.00 for the first page and \$.10  
for each additional page. A typical report  
consists of two pages.

**Exhibit 4**



April 10, 2018

Report #: C18009739; "Poss Forgery"

HAWAII POLICE DEPARTMENT

Attn: Officer C. Kaneko

349 Kapiolani Street

Hilo, Hawai'i 96720

Dear Officer Kaneko:

As requested, enclosed is a set of Certified Copies of the key documents in this case, and a new Affidavit that I have sworn to simplifying, as best I can, this criminal Complaint against Paul J. Sulla, Jr. (hereafter, "Sulla") for forgery of a Warranty Deed and attempted theft, or first degree theft, of my property.

### **The Deed at Issue**

On 9-9-17 Sulla recorded a Warranty Deed with the Bureau of Conveyances. (**Exhibit 1**) This Deed on its face references two parcels- "049" and "043." Parcel 049 was described as required by law, but 043 was not. In fact, the Deed as recorded by Sulla did not contain any description of 043. In its place, a description of my Parcel, "Remnant A" ("095"), was inserted.

### **This Substitution did not occur due to Inadvertence**

Parcel 043 contains a large sink hole and has little value. Conversely, Remnant A is a valuable property adjacent to 043 that was conveyed to me by Warranty Deed by the County of Hawaii (hereafter, "CoH"; **Exhibit 2**). Sulla had actual knowledge of this fact, knew he or his supposed "client" (Jason Hester) did not own Remnant A, and knew the CoH had granted me and my ministry that Remnant A land, because Sulla used that land description in his alleged forgery, **Exhibit 1**.

It should be known that the description of Remnant A inserted into Sulla's filed Deed is not a true and correct copy of the description contained in the government record. This is evidenced by 2 typos and a change of font. Additionally, the surveyor's stamp which is clearly demarcated in the original CoH record has been omitted. This clearly evidences that someone took the time and effort to:



- 1) retype the description of Remnant A
- 2) remove the description of 043; and
- 3) Insert the description of Remnant A in place of 043

It should also be noted that anyone looking at the face of the filed Deed would only see reference to 049 and 043. But for a detailed review of the metes and bounds contained therein, no one would have known it contained a concealed description of Remnant A, until after such time as a "bonafide-purchaser-for-value" had established an interest to the detriment of its rightful owners.

At this time, we ask that you accept this cover letter, my Affidavit detailing the facts and charges, and the exhibited evidence into the police record. After you have had a chance to review this with your investigators, I will at that time supplement the record based on any questions or issues you may have. I feel it is important that I provide further documentation as needed, so as to best describe the pattern and practice of the individuals involved that goes back many years.

Thank you very much.

Sincerely yours,



Leonard G. Horowitz,  
Editor-in-Chief, Medical Veritas International, Inc.  
MedialVeritas.org  
1-310-877-3002

LEONARD G. HOROWITZ  
5348 Vegas Drive, Ste. 353  
Las Vegas, NV 89108  
E-mail: [editor@medicalveritas.org](mailto:editor@medicalveritas.org);  
Telephone: 310-877-3002

**AFFIDAVIT OF LEONARD G. HOROWITZ IN SUPPORT OF  
CRIMINAL COMPLAINT NO: C18009739 FILED IN  
THE HILO POLICE DEPARTMENT ON APRIL 5, 2018 (“HPD”)  
AGAINST PAUL J. SULLA, JR. FOR  
FORGERY IN THE SECOND DEGREE (§708-852);  
FORGERY IN THE FIRST DEGREE (§708-851);  
AND ATTEMPTED THEFT IN THE FIRST DEGREE (HRS §§705-500; 708-830.5)**

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

I, LEONARD G. HOROWITZ, under pain of perjury of law, do hereby state and verify as follows pertaining to this AFFIDAVIT OF LEONARD G. HOROWITZ IN SUPPORT OF CRIMINAL COMPLAINT NO. C18009739 filed against Paul J. Sulla, Jr. for forgery and theft containing true and correct information to the best of my knowledge and belief. I state as follows:

1. That I am the affiant herein. I am an individual over the age of twenty-one (21) years; am a citizen of the United States, and a resident of California and Nevada.
2. I am not licensed to practice law, but plead here in defense of my property rights, and my public duty to oppose crimes against society.

3. By this Affidavit I, LEONARD G. HOROWITZ, (hereafter, “Horowitz”), plead also as the Overseer of the Washington State corporation sole ecclesiastical ministry, THE ROYAL BLOODLINE OF DAVID, (hereafter, “Horowitz/Royal,” “I” or “my”). I allege this matter involves a “Falsely made” Warranty Deed claiming title to TMKs: (3) 1-3-001-043/049 that was filed with the State of Hawaii Bureau of Conveyances (hereafter, “BoC”) on September 9, 2016, (**Doc. No. A-60960740**). This alleged Forged Warranty Deed, hereafter “FWD” is attached as **Exhibit 1**. This FWD *does not* include the land description for the “043” lot. Instead, the FWD includes the land description of my property, TMK—(3) 1-3-001-095 (“Remnant A”). The substituted land description in the FWD sources from my Warranty Deed to this Remnant A (“095”) land (**Doc. No. 2011-093772**, issued by the County of Hawaii government, and filed January 14, 2005; hereafter “Remnant A” or “095”) shown in **Exhibit 2**.

## **I. The Facts**

In 2014, a *default* judgment presumably conveyed TMKs: (3) 1-3-001-043/049 to Jason Hester (hereafter, “Hester”). On September 6, 2016, Hester conveyed this interest in 043/049 to Halai Heights, LLC (hereafter, “HLLC”) by a purported “sale.” The Chain of Records for these transfers are listed by the County of Hawaii Tax Office (hereafter, “CHTO”) in the record attached as **Exhibits 3**. This official record records presumably \$450,000 paid to Hester by HLLC on 09/06/2016 to acquire the subject land by the FWD.

Seven months earlier, on February 1, 2016 HLLC was incorporated by managing member Paul J. Sulla, Jr. (hereafter, “Sulla”) who is Hester’s attorney. (**Exhibit 4**)

According to the FWD (**Exhibit 1**), Sulla prepared and filed this deed with the State of Hawaii BoC on September 9, 2016. This FWD document, which purportedly conveyed 049/043 to HLLC, contained a description of land that is not describing lot 043 at all, but instead describes the “Remnant A” property conveyed by the County of Hawaii to my Royal ministry (hereafter “Horowitz/Royal”). This substitution can be seen by comparing the two Warranty Deed

descriptions of land in **Exhibits 1 and 2**. This comparison shows the 043 land description (originally published in the 2004 Warranty Deed issued to buyers Horowitz/Royal, **Exhibit 14**) has been replaced in **Exhibit 1** (the FWD) by the “Remnant A” land description issued by the County of Hawaii to Horowitz/Royal recorded 1/14/2005 (as date is shown in the government’s Chain of Records, **Exhibit 3**).

Examining further the Property Description on page 1 of the FWD, the TMK designation states “Tax Map Key: (3) 1-3-001-043/049”. (**Exhibit 1**) That land is described in the attachment to the FWD titled “Exhibit A.” And that Exhibit A describes *two parcels*: “Parcel First” and “Parcel Second.” Parcel First shows a true and correct description of the 049 lot (identical to the first parcel description in **Exhibit 14**); however, as mentioned, the description of Parcel Second does not describe 043; it instead describes Remnant A as shown in **Exhibit 2**.

Not only is this description of 043 “incorrect,” but we can deduce that this description was *re-typed* by the maker of the FWD, and not photocopied from the original Remnant A description issued by the County of Hawaii shown in **Exhibit 2**. This retyping (and clear forgery) can also be known by three *clerical errors* made during the making of the alleged forgery.

These three (3) retyping errors made in the FWD include: (1) The first line of the land described contains the meets and bounds describing the land. This states in relevant part in the source document (**Exhibit 2**) —the certified true original Warranty Deed to Horowitz/Royal: “220’ 59’ 30” 275.69 . . .”; whereas Sulla’s forgery states “220’ 59’ 0” 275.69 . . .” The forged deed shows the “3” is omitted; (2) The fifth (5th) line of the true and correct meets and bounds states: “40 59 30 and 261.10” whereas Sulla’s forgery makes the “59” a “50;” and (3) a font change from Courier font to a Garamond font is obviously noted in the fifth and sixth meets and bounds sections separated from the rest of the description. This latter alteration permitted the removal from the forgery of the official stamp of the County of Hawaii, Engineering Division, Department of Public Works, “Licensed Professional Land Surveyor” Ronald M. Matsumura, as shown in the original **Exhibit 2**.

On September 9, 2016, subsequent to making the FWD, Sulla filed this Warranty Deed with the State of Hawaii Bureau of Conveyances to convert the Remnant A title, ownership, and possession from Horowitz/Royal to presumably Hester.

It can be known from State Records that Remnant A (parcel 095) was never conveyed to Hester by any court or foreclosure action. Therefore, Sulla had no legal right to convey this land to Hester or HHLLC. The alleged forgery attempts to convert Horowitz/Royal's Remnant A Warranty Deed to Sulla's HHLLC Warranty Deed.

Remnant A is a parcel of land adjoining another parcel of land owned by Horowitz/Royal, Tax Map Key: (3) 1-3-001-042, as well as the 043 lot.

On March 6, 2018, in Civ. No. 17-1-0407 before the Honorable Judge Henry T. Nakamoto, Sulla filed **Exhibit 5**—a “misleading filing” titled “Petitioner’s Motion for Judgment on the Pleadings. . . ; Memorandum in Support of Motion; Declaration by Paul J. Sulla, Jr.” In this misleading filing, Sulla declared “under penalty of perjury” that Hester’s interests in “[t]his action concerns affected real estate bearing Tax Map Keys (3) 1-3-001-043, (3) 1-3-001-049, and (3) 1-3-001-042 (hereafter the ‘Subject Properties’). . . At the time of the filing of the original Petition in this matter, on July 26, 2016, these TMKs were owned solely by the Petitioner, Jason Hester, . . .” (**Exhibit 5**) This misleading filing was done approximately 18 months after September 9, 2016 when Sulla filed the FWD purportedly conveying Hester’s interest in the 043/049 lots, including the substituted Remnant A, to HHLLC.<sup>-1, 2</sup>

On April 26, 2017, nearly one year before Sulla filed the March 6, 2018 misleading filing with the Nakamoto Court, Sulla filed with the State of Hawaii Bureau of Conveyances his Mortgage

<sup>1</sup> Sulla added “title to said properties has been quieted by Final Judgment in Civ. No. 14-1-0304, dated December 30, 2015. This is another falsehood, because the “042” property was *never involved* with that litigation. Sulla’s misleading filing of March 6, 2018 asserts Hester “owned solely” this “042” property, and Sulla’s Motion sought a judgment stating so as the result of this “misleading filing.”

<sup>2</sup> *Black’s Law Dictionary* (Eight edition, p. 1041) defines what Sulla attempted to do by his 042 misrepresentation in his March 6, 2018 filing, as “multifarious.” That is, “1. (Of a single pleading) improperly joining distinct matters or causes of action, and thereby confounding them. . . .”

“loan” for \$150,000 to HHLLC secured by the FWD. This **Doc. No. A-63250845** is attached as **Exhibit 6**, and states HHLLC’s “indebtedness [to Sulla] is evidenced by Borrower’s note of even date herewith (hereinafter referred to as the Note.)”<sup>3</sup>

Furthermore, as shown on the County of Hawaii’s Tax Map and satellite view, lot 043 contains a large uninsurable *sink hole* imposing ownership liability. Alternatively, Remnant A holds a high property value by providing access to the landlocked 042 and 043 lots, as well as a high commercial value in geothermal features suitable for health tourism and aquaculture.

In summary, Sulla acted to convert the more valuable Remnant A property by switching it for the 043 liability; thereby falsely making and filing the FWD with the State. At the same time Sulla acted to secure his personal interest in the land grab by making and issuing a Mortgage “loan” and “Note” for \$150,000 from Sulla to HHLLC secured by the converted Remnant A property. **(Exhibit 6)**

In or about October-November, 2017, Sulla contracted with real estate agent, Kelly Moran (hereafter, “Moran”) of Hilo Brokers, Ltd. to advertised the 043/049 Property for sale, falsely advertising the 095 property’s geothermal features as part of the sale. Sulla and Moran set the purchase price at \$975,000. **(Exhibits 7-8)**

On November 7, 2017, Horowitz Noticed Moran to Cease and Desist this advertising to no avail. Moran continues to advertise the property at the time of this Complaint filing. **(Exhibit 7)**

<sup>3</sup> Sulla refers to the Note secured by the FWD in his Mortgage “loan” filing with the State. Pursuant to **§485A-505 Misleading filings**. “It shall be unlawful for a person to make or cause to be made, in a record that is used in an action or proceeding or filed under this chapter, a statement that, at the time and in light of the circumstances under which it is made, is false or misleading in a material respect, or, in connection with the statement, to fail to state a material fact necessary to make the statement made, in light of the circumstances under which it was made, not false or misleading. [L 2006, c 229, pt of §1] Criminal penalties **under [§485A-508]** states: “(3) An offense in which the total value of all money and anything else of value paid or lost by the victims pursuant to the same scheme, plan, or representations, or to the same entity, amounts to \$100,000 or more shall be a class A felony.” Horowitz/Royal’s damages far exceed \$100,000 since Sulla claimed Hester’s entitlement to sell HHLLC the “Subject Properties” on September 9, 2016—the date Sulla issued the forged Warranty Deed and made the purported sale and FWD transfer.

In-or-about March 2018, Sulla informed Moran that he had found a buyer named Marc Shackman (hereafter, “Shackman”), the advertised “Property Manager,” to buy the 043/049 properties, and Moran then advertised that the sale was “pending.” (**Exhibit 8**)

In March 2018, Horowitz discovered that Shackman had been restrained in 2016 by U.S. Drug Enforcement Agency (DEA) officers in Washington State, precluding Shackman from producing, advertising, and trafficking the illegal Class I Narcotic hallucinogen dimethyltryptamine (“DMT”; a.k.a., “hoasca” and “ayahuasca”) falsely advertised by Shackman for profitable “ayahuasca tourism” during his “healing retreats.” (**Exhibit 9**)

On March 19, 2018, Horowitz’s partner, Sherri Kane (hereafter, “Kane”) recorded her telephone conversation with Ethan Mcilhenny who is Sulla’s “friend,” fellow “ayahusaca church” member, Shackman acquaintance, and “Ph.D. chemist” specializing in DMT, who stated that Shackman claimed to have purchased the property from Sulla; and that Sulla’s unlicensed ayahuasca enterprise was mass-manufacturing and trafficking (by U.S. Postal Service from Sulla’s 67-acre Honokaa “church” property located at 46-4070 Kahana Drive, Honokaa HI 96727) the lion’s share of illegal DMT “tea” reaching numerous mainland distributors and users. (**Audio available on request.**)

Between February 8-13, 2018, examiners in the County of Hawaii Department of Finance-Real Property Tax office (hereafter “CoHDFRPT”) examined Sulla’s FWD and stated in writing that this Warranty Deed was *invalid*. The government’s Notice of February 13, 2018 shown in **Exhibit 10**, stated to Sulla that he should “make contact with the title company or company[ies] that assisted with the transaction/legal description of the warranty deed from Jason Hester to Halai Heights LLC as it appears Jason Hester did not have clear title to the legal description utilized in this document.”

On-or-about February 13, 2018, CoH officials issued Horowitz/Royal TMK 095 upon that discovery. In other words, Sulla’s FWD that transposed the Remnant A description to make a misleading filing with the State to secure Sulla’s Mortgage and Note with HHLLC, was

deemed forged and void. This Notice by CoH leaves Horowitz/Royal's original Warranty Deed shown in **Exhibit 14** as the only valid Warranty Deed to the 043/049 property.

## **II. Related Definitions**

The aforementioned facts verified by the attached records (**Exhibits 1-10**; with supplemental discovery provided, including Quitclaim Deeds and alleged Fraudulent Assignments of Mortgage and Notes filed by Sulla material to the alleged conversion scheme marked **Exhibits 11-18**) present clear and convincing evidence of Sulla's violations of the following Hawaii criminal laws. Applicable definitions are found in **HRS § 710-1000**, *et seq.*, including:

**"Falsely alter"** means to change, without the authority of the ostensible maker or authorized custodian of the record, a statement, document, or record, whether complete or incomplete, by means of erasure, obliteration, deletion, insertion of new matter, transposition of matter, or in any other manner, so that the statement, document, or record so altered falsely appears or purports to be in all respects an authentic creation of its ostensible maker, or authorized by the maker or custodian of the record.

**"Falsely make"** means to create a statement, document, or record, which purports to be an authentic creation of its ostensible maker, but that is not because the ostensible maker is fictitious or because, if real, the ostensible maker did not authorize the creation thereof.

**"Government"** includes any branch, subdivision, or agency of the government of this State or any locality within it.

**"Materially false statement"** means any false statement, regardless of its admissibility under the rules of evidence, which could have affected the course or outcome of the proceeding; whether a falsification is material in a given factual situation is a question of law.

**"Property"** means any money, personal property, real property, thing in action, evidence of debt or contract, or article of value of any kind. Commodities of a public utility nature such as gas, electricity, steam, and water constitute property, but the supplying of such a commodity to premises from an outside source by means of wires, pipes, conduits, or other equipment shall be deemed a rendition of a service rather than a sale or delivery of property.

**"Record"** means information that is written or printed, or that is stored in an electronic or other medium and is retrievable in a perceivable form.



"‘Security’ means a note; . . . evidence of indebtedness . . .”<sup>4</sup>

### **III. Related Statutes (in Relevant Part[s])**

**§708-852 Forgery in the second degree.** (1) A person commits the offense of forgery in the second degree if, with intent to defraud, the person falsely makes, completes, endorses, or alters a written instrument, or utters a forged instrument, or fraudulently encodes the magnetic ink character recognition numbers, which is or purports to be, or which is calculated to become or to represent if completed, a deed, will, codicil, contract, assignment, commercial instrument, or other instrument which does or may evidence, create, transfer, terminate, or otherwise affect a legal right, interest, obligation, or status.

(2) Forgery in the second degree is a class C felony. [L 1972, c 9, pt of §1; am L 1988, c 155, §3; gen ch 1992; am L 1997, c 243, §3]

**§ 708-851 Forgery in the first degree.** (1) A person commits the offense of forgery in the first degree if, with intent to defraud, the person falsely makes, completes, endorses, or alters a written instrument, or utters a forged instrument, or fraudulently encodes the magnetic ink character recognition numbers, which is or purports to be, or which is calculated to become or to represent if completed:

(a) Part of an issue of stamps, securities, or other valuable instruments issued by a government or governmental agency; or

(b) Part of an issue of stock, bonds, or other instruments representing interests in or claims against a corporate or other organization or its property.

(2) Forgery in the first degree is a class B felony. [L 1972, c 9, pt of §1; am L 1988, c 155, §2; gen ch 1992; am L 1997, c 243, §2]

**§ 705-500 Criminal attempt.** (1) A person is guilty of an attempt to commit a crime if the person:

<sup>4</sup> Definition of “security” from 2012 Hawaii Revised Statutes TITLE 26. TRADE REGULATION AND PRACTICE 485A. Uniform Securities Act, 485A-102 Definitions.

(a) Intentionally engages in conduct which would constitute the crime if the attendant circumstances were as the person believes them to be; or

(b) Intentionally engages in conduct which, under the circumstances as the person believes them to be, constitutes a substantial step in a course of conduct intended to culminate in the person's commission of the crime.

(2) When causing a particular result is an element of the crime, a person is guilty of an attempt to commit the crime if, acting with the state of mind required to establish liability with respect to the attendant circumstances specified in the definition of the crime, the person intentionally engages in conduct which is a substantial step in a course of conduct intended or known to cause such a result.

(3) Conduct shall not be considered a *substantial step* under this section unless it is strongly corroborative of the defendant's criminal intent. [L 1972, c 9, pt of §1; gen ch 1993]

**§708-830.5 Theft in the first degree.** (1) A person commits the offense of theft in the first degree if the person commits theft:

(a) Of property or services, the value of which exceeds \$20,000;

(b) Of a firearm;

(c) Of dynamite or other explosive; or

(d) Of property or services during the time of a civil defense emergency proclaimed by the governor pursuant to chapter 128, within the area covered by the civil defense emergency or during the period of disaster relief under chapter 127, the value of which exceeds \$300.

(2) Theft in the first degree is a class B felony. [L 1986, c 314, §63; am L 1992, c 289, §1; am L 1993, c 14, §1; am L 2006, c 116, §6]

#### **IV. Criminal Allegations**

##### **A. Allegation of Forgery in the Second Degree against Sulla**

Sulla, having falsely made the alleged forgery of Warranty Deed **Doc. No. A-60960740**, and having falsely filed this deed with the State of Hawaii Bureau of Conveyances, is alleged to have violated **§708-852 Forgery in the second degree** law by making, completing, and filing this forged **Warranty Deed** with intent to defraud victim and witness, Horowitz/Royal et. al., of his/their TMK 095 (real property) by including a false land description derived from the altering of a government record describing Remnant A land, calculated to:

- a) “evidence” title and ownership of Remnant A by Hester and/or HHLLC;
- b) “create,” an interest in Remnant A that was not legally acquired by Hester, and/or HHLLC, or by Sulla;
- c) “transfer” Remnant A land description from the government issued Warranty Deed issued to Horowitz/Royal to convert that land to Hester, and/or HHLLC, and/or Sulla’s possession;
- d) “terminate” Remnant A land ownership and possession by Horowitz/Royal;
- e) “affect a legal right” of access to lots 042 and 043 depriving Horowitz/Royal et. al. of their right of access to their land through Remnant A.

(2) Forgery in the second degree is a class C felony. [L 1972, c 9, pt of §1; am L 1988, c 155, §3; gen ch 1992; am L 1997, c 243, §3]

## **B. Allegation of Forgery in the First Degree against Sulla**

Sulla, having falsely made the alleged forgery of Warranty Deed **Doc. No. A-60960740**, and having falsely filed said deed with the State of Hawaii Bureau of Conveyances, is alleged to have violated **§708-851 Forgery in the first degree** law by making, completing, and filing this forged **Warranty Deed** with intent to defraud victim and witness, Horowitz/Royal et. al., of his/their TMK 095 (real property), by falsely filing (or transmitting) an altered government record describing Remnant A land into said Warranty Deed, calculated to be:

“(a) Part of an issue” of the real property described by the County of Hawaii in the Warranty Deed **Doc. No. 2011-093772** issued to Horowitz/Royal; or alternatively be “Part of an issue of” Sulla’s Mortgage and Note (security instrument) securing to Hester, HHLLC and/or Sulla by the forged Warranty Deed illegal interest in my Remnant A land; and

“(b) Part of an issue of . . . instruments representing interests in or claims against a corporate or other organization or its property.” In this case both elements in this part “(b)” are present. Sulla’s HHLLC is such a corporation; and my “Horowitz/Royal” organization is another corporation too, all affected by Sulla’s Remnant A property conversion scheme and title encumbrance, depriving me and my ministry of our free use and enjoyment of this property.

This Forgery in the first degree was calculated to:

- a) “evidence” title and ownership interest in or claims to Remnant A by HHLLC;
- b) “create,” an interest in Remnant A that was not legally acquired by HHLLC;
- c) “transfer” Remnant A land description from the government issued Warranty Deed issued Horowitz/Royal to HHLLC;
- d) “terminate” Remnant A land ownership and possession by Horowitz/Royal’s organization;
- e) “affect a legal right” of access to lots 042 and 043 depriving Horowitz/Royal et. al. of their right of access to their land through Remnant A.

(2) Forgery in the first degree is a class B felony. [L 1972, c 9, pt of §1; am L 1988, c 155, §2; gen ch 1992; am L 1997, c 243, §2]

### **C. Allegation of Criminal attempt against Sulla**

Pursuant to **HRS § 705-500 Criminal attempt**, I allege Sulla is (1) a “person guilty of an attempt to commit the crime of real property theft, because he:

(a) Intentionally engaged in conduct which would constitute the crime since the attendant circumstances were as Sulla believed them to be. That is, Sulla knew the County of Hawaii had issued a Warranty Deed to me and Royal granting me ownership with Royal of the Remnant A property that was more valuable than the 043 property Sulla knew could be switched by falsely making the FWD; and

(b) Intentionally engaged in conduct which, under the circumstances as Sulla believed them to be, his falsely making the FWD “constituted a substantial step in a course of conduct intended to culminate in “Sulla's” **Theft in the first degree** of the Remnant A property, and subsequent additional land grab of the 042 and 043 properties accessible only through Remnant A.

(2) When causing this particular result of real property conversion and dispossession of me and Royal from the property as an element of the criminal attempt at theft, Sulla “is guilty of an attempt to commit the crime if, acting with the state of mind required to establish liability with respect to the attendant circumstances specified in the definition of the crime,” Sulla intentionally engaged in conduct which is a substantial step in his course of conduct intended or known to cause the theft, including: (a) purposefully accessing the government’s Warranty Deed to Royal; (b) retyping the Remnant A land description into the FWD making three (3) clerical errors in the process; including falsely altering the text to erase the County of Hawaii’s Seal of the Engineering Division’s Licensed Professional Land Surveyor, Ronald M. Matsumura; and (c)

falsely filing Sulla's FWD with the State of Hawaii Bureau of Conveyances as **Doc. No. A-60960740**.

(3) Sulla's documented forgery, alterations of the government's record, and false filing with the State of the FWD "was a substantial step under this section" and is "strongly corroborative of the defendant's criminal intent" to commit **Theft in the first degree**. [L 1972, c 9, pt of §1; gen ch 1993]

#### **D. Allegation of Theft in the first degree against Sulla**

In violation of **§708-830.5 Theft in the first degree** law, (1) Sulla committed the offense of theft in the first degree by committing theft:

(a) Of my property valued at \$27,100 –a "value of which exceeds \$20,000;"

Corroborating evidence of the consummated theft comes from Internet advertisements and "Property Manager" Marc Shackman's statements to third parties that he was the new owner of the 049/043/Remnant A property(ies) that provide tourist accommodations featuring the facilities on Remnant A.

#### **V. Verification of Exhibits**

4. The attached **Exhibits 1 thru 18** provide clear and convincing evidence of "Theft in the First Degree," by forgery of the FWD alleged against Sulla pursuant to the subject Property TMKs: (3) 1-3-001-043/049 and Remnant A (095).
5. **Exhibit 1** is a true and correct copy of a Certified Copy of the forged Warranty Deed Sulla issued from Hester to Halai Heights, LLC, Sept. 9, 2016, filed in the Hawaii Bureau of Conveyances as Doc. No. A-60960740, in which the land description for Lot 043 is illegally replaced by Sulla using a misappropriated land description from the County of Hawaii's 2005 grant to me and Royal in **Exhibit 2**.
6. **Exhibit 2** is a true and correct copy of the Warranty Deed issued by the County of Hawaii to Grantee Royal dated Jan. 14, 2005. (Doc. No. 2011-093772)

7. **Exhibit 3** is a true and correct copy of the County of Hawaii Tax Record for The Royal Bloodline of David pursuant to Warranty Deed ownership of TMK: 1-301-049 and “Remnant A” parcel number 1-301-0950000
8. **Exhibit 4** is a true and correct copy of Sulla’s Registration of Halai Heights, LLC (hereafter, “HHLLC”) with DCCA on 2-1-16.
9. **Exhibit 5** is a true and correct copy of relevant pages from Sulla’s misleading filing of “Petitioner’s Motion for Judgment on the Pleadings. . . ; Memorandum in Support of Motion; Declaration by Paul J. Sulla, Jr.” filed March 6, 2018, in Civ. No. 17-1-0407, falsely claiming Hester’s ownership of the 042 property.
10. **Exhibit 6** is a true and correct copy of Sulla’s Mortgage for \$150,000 referencing the Remnant A secured Note following a purported “loan” from Sulla to Halai Heights, LLC, dated April 26, 2017, Doc. No. A-63250845.
11. **Exhibit 7** is a true and correct copy of my November 7, 2017, Cease and Desist Notice to Kelly Moran and Hilo Brokers, Ltd. to stop advertising the 043/049 Property for sale, falsely claiming the 095 property’s geothermal features on Remnant A as part of the sale.
12. **Exhibit 8** is a true and correct copy of Internet advertisements made by Sulla and “Property Manager” Marc Shackman advertising my converted Remnant A property and its “natural steam vent sauna right in your back garden!”
13. **Exhibit 9** is a true and correct copy of an online publication detailing the U.S.D.E.A.’s shut down of Marc Shackman’s illegal “Ayahuasca Church” in Washington State immediately before Sulla’s appointment of Shackman as the “Property Manager” overseeing the converted property(ies).
14. **Exhibit 10** is a true and correct copy of the County’s Notice to Sulla citing irregularities in Jason Hester’s Warranty Deed to Halai Heights, LCC mailed February 13, 2018.
15. **Exhibit 11** is a true and correct copy of another Mortgage Sulla issued for \$50,000 from Sulla to Hester, dated June 9, 2011, Doc. No. 2011-093773.

16. **Exhibit 12** is a true and correct copy of the Quitclaim Deed issued by Sulla conveying purported ownership from “Gospel of Believers” to Hester, dated June 14, 2011, paired with Doc. No. 2011-093772, filed with the Bureau of Conveyances.
17. **Exhibit 13** is a true and correct copy of the expert forensic document examiner Beth Chrisman’s Declaration pursuant to Sulla’s forged and alter Articles of Incorporation for the purported alleged sham and illegal “Foreclosing Mortgagee,” “Gospel of Believer’s” church, exclusively certified by only Sulla’s “Affidavit of Foreclosure.”
18. **Exhibit 14** is a true and correct copy of the Warranty Deed from Cecil Loran Lee (Seller) to me and Royal dated Jan. 23, 2004, Doc. No. 2004-014440, filed with the Bureau of Conveyances. This shows the original and proper land description of the 043 lot later switched by Sulla using the 095 lot “Remnant A” description.
19. **Exhibit 15** is a true and correct copy of my paid off (void) Promissory Note of Jan. 15, 2004 for \$350,000.00 signed by me as Individual and as Royal’s Overseer. My balloon payment terminated the debt by full and complete payment made by me and Royal on February 27, 2009. This balloon payment is referenced in the Fifth Amended Final Judgment in Civ. No. 05-1-0196, dated March 4, 2016.
20. **Exhibit 16** is a true and correct copy of the alleged Fraudulent Assignment of my Mortgage by Sulla (presumably for Lee) executed May 15, 2009, Doc. No. 2009-136885. This Fraudulent Assignment was made three months *after* my Mortgage and Note became void following my payment in full. Sulla subsequently evaded my multiple notices to release the Mortgage (another violation by law).
21. **Exhibit 17** is a true and correct copy of the Fraudulent Assignment of my Promissory Note by Sulla (presumably for Lee) May 15, 2009, Doc. No. 2009-136885.
22. **Exhibit 18** is a true and correct copy of the “Chain of Title from Cecil Loran Lee to Sulla’s Halai Heights, LLC” that I prepared to show the entire theft scheme featuring Sulla agenting each transaction as a concealed real party in interest.

23. Accordingly, I dutifully present this evidence and sworn testimony in society's interest as a crime-stopper and whistleblower, and my own and Royal's interests in said Property, opposing Sulla's real Property theft and current illegal possession of my house and "Steam Vent Inn" property located at 13-3775 Pahoia-Kalapana Highway, Pahoia, HI 96778.
24. I verify that the aforementioned Public Records prove beyond any reasonable doubt that Sulla is the real party in interest in this case, who has concealed his actions as the foreclosing party, attorney surety, and current registered owner of the Property in the name of his shell corporation, Halai Heights, LLC; and Sulla conceals these facts to evade discovery and prosecution for his pattern and practice of unethical and criminal actions proven by the aforementioned Exhibits.
25. This **Criminal Complaint** by Affidavit is made pursuant to HRS § 801D-4(6) the "**Basic bill of rights for victims and witnesses,**" as I am both a victim and witness of the aforementioned forgery and first degree theft by Sulla.
26. Sulla's pattern and practice of forging documents that he has falsely filed with the State and the courts has caused me, my family, and business partners substantial hardship, financial losses, irreparable harm, severe long term mental distress, nearly \$500,000 in lawyers fees and costs, as well as my being dispossessed of my home as a 66-year-old who invested his life savings, besides his ministry's backing, into this now converted Property.
27. Accordingly, I seek to press charges against Sulla, and respectfully anticipate timely administration of justice by Sulla's arrest given the probable cause presented and well-evidenced by this Affidavit. I expect Sulla to be prosecuted to the full extent of the law, and that consistent with HRS § 801D-4(6), that County of Hawaii law enforcers return my stolen Property to me and my ministry upon Sulla's timely ejectment from my Property.

#### FURTHER AFFIANT SAYETH NAUGHT

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



FURTHER AFFIANT SAYETH NAUGHT

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

(Signature and Notary on next page.)

Dated: Hilo, HI: April 10, 2018

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

LEONARD G. HOROWITZ  
Affiant

Subscribed and sworn to before me this

10<sup>th</sup> day of April, 2018

Michelle C. Gono



Notary Public in and for the County of Honolulu

My commission expires: March 04, 2020

Notary Signature

Doc. Date: 4/10/18 # Pages: 111  
Notary Name: Michelle C. Gono First Circuit

Doc. Description: Affidavit of Leonard G. Horowitz in support of criminal complaint no. C18009739 Filed in the Hilo Police Department on April 5, 2018 (HPD) Against Paul J. Sully, Jr. For Forgery in the Second Degree (708-502) Forgery in the First Degree (708-5) and Attempted Theft in the First Degree.  
Notary Signature Michelle C. Gono Date 4/10/18

AFFIX SEAL HERE



*Hester v. Horowitz, et. al.* Criminal Complaint by Affidavit of Leonard G. Horowitz pursuant to Hilo Police Department Case No: C18009739.

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**Against Paul J. Sulla, Jr. for Forging a Warranty Deed**

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PAUL J. SULLA, JR.

ATTORNEY AT LAW  
A LAW CORPORATION

April 27, 2017

Director County of Hawaii  
Department of Public Works  
101 Bauhahi Street, Suite 7  
Hilo, Hawaii 96720

Re: Final Plat Map Subdivision Approval Number  
7763 Old Pahoa Kalapana Road  
TMK1-3-01:49 and Government Road

Dear Director:

Enclosed please find a copy of the letter from the Planning Board for the County of Hawaii dated January 27, 2004 granting final subdivision approval of the above subdivision which was initiated by Public Works to create a public right of way by way of the abandonment and exchange of a portion of the Old Pahoa-Kalapana Road.

This office represents the successor to Loren Lee's title, interest in the premises Halai Heights LLC, a Hawaii Limited Liability Co. of Hilo. I would like to have this plan recorded and the exchange completed. It does not look like there is anything else holding it up except the follow through by your department and/or this office on behalf of Loren Lee.

Please contact me upon receipt of the same.

Sincerely,

Paul J. Sulla Jr.

enclosures

**Exhibit 5**

17-01240

Exhibits pg. #28

Harry Kim  
Mayor



Christopher J. Yuen  
Director

Roy R. Takemoto  
Deputy Director

**County of Hawaii**  
**PLANNING DEPARTMENT**  
101 Pauahi Street, Suite 3 • Hilo, Hawaii 96720-3043  
(808) 961-8288 • Fax (808) 961-8742

January 27, 2004

Bruce C. McClure, P.E., Director  
County of Hawaii, Department of Public Works  
Aupuni Center  
101 Pauahi Street, Suite 7  
Hilo, Hawaii 96720

Dear Mr. McClure:

**FINAL PLAT MAP**  
**FINAL SUBDIVISION APPROVAL NO. 7763**  
**SUBDIVIDERS: COUNTY-DPW/Loran Lee**  
**OLD PAHOA-KALAPANA ROAD**  
Proposed Subdivision of Lot 15-D  
Into Lots 15-D-1, 15-D-2 and Remnant Lot "A"  
Being a portion of Lot 15, Kamaili Homesteads, Grant 5005,  
Kamaili, Puna, Island of Hawaii, Hawaii  
TMK: 1-3-001:049 and Government Road (SUB 2003-0173)

This is to acknowledge receipt of eleven (11) copies of the final plat map dated December 2, 2003, and diskette of final plat map in AutoCad file for the referenced application.

Please be informed that final subdivision approval for recordation is hereby granted to the final plat map as attached herewith inasmuch as all requirements have been met of the Subdivision Code, Chapter 23, pursuant to § 23-11 of the Subdivision Code, "Public Utility or Public Rights-of-Way Subdivisions" and is in response to Resolution 119-03 for abandonment, exchange and sale of a portion of the Old Pahoa-Kalapana Road to Loran Lee.

You may wish to consult your attorney and surveyor for the preparation of the necessary legal documents and description of the certified final plat map for the purpose of recordation with the State of Hawaii, Bureau of Conveyances.

46951  
WJ 045346

Exhibit p. 29  
JAN 29 2004

Bruce C. McClure, P.E., Director  
County of Hawaii, Department of Public Works  
Page 2  
January 27, 2004

By a copy of this letter, we are forwarding a copy of the certified final plat map to the listed officers for their file.

Copies of the certified final plat map are enclosed.

Sincerely,



CHRISTOPHER J. YUEN  
Planning Director

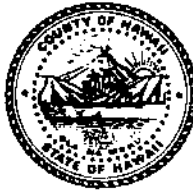
JRH:lnm

P:\WP60\SUBDI\Documents\Sub2004-1\20030173DPWLeeFPMFL7763.doc

Encs. - 5 Certified FPM

xc:     Manager, DWS w/Certified FPM  
          District Environmental Health Program Chief, DOH w/Certified FPM  
          District Engineer, DOT w/Certified FPM  
          Tax Map & Records Section w/Certified FPM & diskette  
          Real Property Tax Division-Hilo w/Certified FPM  
          Loran Lee  
          Ron Matsumura, LPLS, DPW-Engineering Div.  
          Gerald Takase, Assistant Corporation Counsel

Harry Kim  
Mayor



Bruce C. McClure  
Director

Ronald K. Takahashi  
Deputy Director

2003 DEC 12 AM 9 47

PLANNING

COUNTY OF HAWAII

County of Hawaii  
DEPARTMENT OF PUBLIC WORKS

Aupuni Center

101 Pauahi Street, Suite 7 · Hilo, Hawaii 96720-4224  
(808) 961-8321 • Fax (808) 961-8630

December 10, 2003

Christopher J. Yuen, Director  
Planning Department  
County of Hawaii  
Aupuni Center  
101 Pauahi Street, Suite 3  
Hilo, HI 96720

SUBJECT: OLD PAHOA-KALAPANA ROAD  
TMK: 1-3-01: 49 and Government Road

We request final subdivision approval of the attached plat, a public right-of-way subdivision (Section 23-11). The map creates a road right-of-way parcel (Lot 15-D-2), remainder lot (Lot 15-D-1), and a road remnant (Remnant "A", portion of the Old Pahoa-Kalapana Road). Mr. Loran Lee is the owner of Lot 15-D, Tax Map Key: 1-3-01:49, and the County of Hawaii is the owner of the Old-Pahoa Kalapana Road.

The purpose of this subdivision application is to provide legal access to Lots 15-A, 15-B, and 15-C (TMK: 1-3-01:43, 42 and 18 respectively). Portion of the Old Pahoa-Kalapana Road was realigned over Grants 5151, 7074, and 6158 decades ago. Rights-of-way over the Grants were never acquired. Lot 15-D-2 will become a portion of the public road and link two sections of government rights-of-way which are labeled on the map as "Old Pahoa-Kalapana Road" and "Government Road".

Resolution 119-03 (copy attached) authorized the abandonment, exchange and sale of a portion of the Old Pahoa-Kalapana Road to Mr. Loran Lee. Mr. Lee will exchange Lot 15-D-2 with the County for Remnant "A."

Please contact Engineering Division surveyor Ron Matsumura at 961-8934 if you have any questions.

*Bruce C. McClure*  
Bruce C. McClure, P.E.  
Director

rm  
attachments

045046

cc: Loran Lee  
Gerald Takase

2003 DEC 12

# SUBDIVISION AND/OR CONSOLIDATION APPLICATION

COUNTY OF HAWAII  
PLANNING DEPARTMENT

SUBDIVIDER: Department of Public Works, County of Hawaii

SUBDIVIDER'S SIGNATURE: *Bruce C. McClure* DATE: 12/10/03  
Director

ADDRESS: Aupuni Center, 101 Pauahi St., Suite 7, Hilo, HI 96720

TELEPHONE NO.: (808) 961-8321

SUBDIVIDER'S INTEREST, if not recorded owner: Old Pahoa-Kalapana Road

RECORDED OWNER: Loran Lee (Lot 15-D, TMK: 1-3-01:49)

OWNER'S SIGNATURE: *Loran Lee* DATE: DEC 3 2003

ADDRESS: [REDACTED]

TELEPHONE NO.:

ENGINEER/SURVEYOR: Engineering Division, Dept. of Public Works

ADDRESS: Aupuni Center, 101 Pauahi St., Suite 7, Hilo, HI 96720

TELEPHONE NO.: 961-8327

DESCRIPTION OF SUBDIVISION: Create public right-of-way (Lot 15-D-2), Remainder  
Lot 15-D-1, and Road Remnant "A" (for exchange)  
1-3-01 (Old Pahoa-Kalapana Road)

TAX MAP KEY: 1-3-01:49 NO. OF LOTS: N/A

AVERAGE SIZE LOTS: N/A TOTAL ACRES: N/A

ZONING: Ag-20a (TMK: 1-3-01:49)

THIS APPLICATION MUST BE ACCOMPANIED BY:

- 1) **10 copies of the preliminary map** drawn to scale and prepared in accordance with Article 4, Divisions 1 and 2, Chapter 23, Subdivision Control Code of the County of Hawaii. This also includes a vicinity map. The Planning Director requests an additional copy of the Final Plat be submitted as a ".dwg" or ".dxf" file prepared by CAD software.
- 2) Filing fee based on \$250.00 plus \$25.00 per lot resulting from the subdivision and/or consolidation action, exclusive of roadway or easement parcels, by check payable to the County Director of Finance.
- 3) Original and 5 copies of the letter of transmittal and completed application form.





2003 DEC 12 AM 9 47

PLANNING  
COUNTY CLERK

**OFFICE OF THE COUNTY CLERK**

HAWAII COUNTY BUILDING  
COUNTY OF HAWAII  
HILO, HAWAII 96720

November 20, 2003

Refer: Res. 119-03  
Comm. 377

To: Gerald Takase, Assistant Corporation Counsel

Re: A resolution authorizing the abandonment, exchange and sale of a portion of the old Pāhoa-Kalapana Road to Loran Lee (Portion of Tax Map Key:(3)1-3-001).

The following is the action of the Hawaii County Council adopted at its meeting held on November 19, 2003:

Resolution 119-03 was adopted and PW&IRC Report No. 30 was approved.

A handwritten signature in black ink, appearing to read "D. A. Kouishi".

COUNTY CLERK

Att.

xc: Mayor  
Director, Public Works  
✓ Mr. Galen Kuba, Engineering Division Head, Public Works  
Director, Finance  
Mr. Loran Lee

REPORT OF THE  
COMMITTEE ON PUBLIC WORKS AND INTERGOVERNMENTAL RELATIONS

DATE: November 04, 2003  
PLACE: Councilroom  
TIME: 9:04 a.m.

RE: COMM. NO. 377 / RESO. NO. 119-03

Chair and Members  
Hawai'i County Council  
Hilo, Hawai'i 96720

Your Committee on Public Works and Intergovernmental Relations, to which was referred Communication No. 377, and attached Resolution No. 119-03, reports as follows:

Communication No. 377 is from Assistant Corporation Counsel Gerald Takase, dated October 8, 2003, transmitting Resolution No. 119-03 for the Council's review and consideration.

The purpose of Resolution No. 119-03 is to authorize the abandonment, exchange, and sale of a portion of the old Pāhoa-Kalapana Road to Loran Lee (Portion of Tax Map Key: (3)1-3-001).

Assistant Corporation Counsel Gerald Takase explained that the current road is not government property, and the property owner plans to develop the actual County right-of-way for access to the surrounding properties. Included in the proposal is the 36,000 square foot property the County is willing to abandon and the 11,000 square foot property Mr. Lee is offering to exchange with the County. He will also pay the difference in value to the County. It has been requested that Mr. Takase submit copies of the appraisal of the properties to Your Committee.

Mr. Lee assured the Committee members that he will submit a written and signed statement to attach to this resolution that he and the other property owners will assume maintenance liability for this road.

For informational purposes, Mr. Tyler voted "kanalua" twice.

Your Committee is in accord with the purpose and intent of Resolution No. 119-03 and recommends its adoption.

ey

	AYES	NOES	A&E	EX
ARAKAKI	X			
CHUNG			X	
ELARIONOFF	X			
HOLSCHUH	X			
JACOBSON	X			
REYNOLDS			X	
SAFARIK	X			
TULANG	X			
TYLER	X			

Respectfully submitted,

COMMITTEE ON PUBLIC WORKS &  
INTERGOVERNMENTAL RELATIONS

  
GARY SAFARIK, CHAIR

PWIRC REPORT NO. 30  
ADOPTED: NOV 19 2003



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

April 26, 2017 10:45 AM

Doc No(s) A-63250845



/s/ LESLIE T. KOBATA  
REGISTRAR

1 1/1 TAW  
B-32982572

:  
:  
:  
:

---

AFTER RECORDATION, RETURN BY MAIL TO:

Paul J. Sulla, Jr.  
PO Box 5258  
Hilo, HI 96720

---

TITLE OF DOCUMENT:

**MORTGAGE**

---

pages

PARTIES TO DOCUMENT:

**Lender:** PAUL J SULLA JR. AAL A LAW CORPORATION, a Hawaii professional business corporation, whose address is PO Box 5258 Hilo, HI 96720

**Borrowers:** HALAI HEIGHTS LLC, a Hawaii limited liability company, whose address is PO Box 5258, Hilo, HI 96720

---

**Affects:** TAX MAP KEY: (3) 1-3-001-043 & 049

---

## MORTGAGE

**THIS MORTGAGE** is made the 11<sup>th</sup> day of April, 2017 between **HALAI HEIGHTS LLC, a Hawaii limited liability company, whose address is PO Box 5258, Hilo, HI 96720** (hereinafter called the "Borrower"), and **PAUL J SULLA JR. AAL A LAW CORPORATION, a Hawaii professional business corporation, whose address is PO Box 5258 Hilo, HI 96720** (hereinafter "Lender").

**WHEREAS**, Borrower is indebted to Lender in the principal sum of **ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00)**, which indebtedness is evidenced by Borrower's note of even date herewith (hereinafter referred to as the "Note");

**TO SECURE** to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of the Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender, with power of sale, all of the following property:

ALL of the property described in Exhibit "A" attached hereto and hereby incorporated herein by this reference.

**TOGETHER WITH** all the improvements now or hereafter erected on the property and all easements, rents, rights, appurtenances, royalties, minerals, water, water rights and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

**AND TOGETHER ALSO WITH** (1) if the mortgaged property consists of a leasehold, all options and rights of the Lessee under the lease agreement, and (2) if the mortgaged property consists of an apartment or unit in a condominium, or a unit in a planned unit development, all rights and options and voting rights accruing to the Borrower under the terms of the Declaration and by-laws of the Horizontal Property Regime or Condominium Property Regime or the Declaration of Covenants, Conditions and Restrictions of the planned unit development and other documents applicable to the premises and any amendment thereof, including the apartment or unit lease herein mentioned, if any. In either case, it being agreed and understood that at the option of the Lender, where the Borrower has the right to exercise any options or rights as between the lessee and the lessor if a leasehold, and any options or rights as among the apartment or unit owners, the decision as to the exercise of such rights and options shall be made solely by the Lender. The Borrower, in addition to the foregoing, hereby nominates and appoints the Lender (irrevocable so long as this Mortgage remains in effect) the Borrower's proxy to vote, and the Borrower's agent to act, pursuant to the Declaration, by-laws or the Declaration of Covenants, Conditions and Restrictions and other documents applicable to the premises and any amendment

thereof. Failure of the Lender to exercise said rights and options and voting rights shall not be construed as a waiver of the rights to exercise such rights, options or voting rights. The Borrower shall exercise such rights, options and votes, except for (1) rights, options and votes involved in the determination to rebuild upon destruction or condemnation of the mortgaged premises and the distribution of the insurance or condemnation proceeds arising upon such destruction or condemnation, (2) with respect to construction plans, partition of the condominium property regime or planned unit development, (3) amendments of the Declaration or by-laws or the Declaration of Covenants, Conditions and Restrictions and any amendment thereof, (4) appointment of a managing agent, if any, and (5) all rights, options and votes which, in the sole discretion of the Lender, would impair the security of this Mortgage, so long as this Mortgage is not in default, or in the alternative, unless the Lender shall give notice in writing to the Borrower at Borrower's last known address of its intention to exercise such rights, options and voting rights under the above provision.

**TO HAVE AND TO HOLD** the same with all improvements now or hereafter erected thereon, and all rights, privileges and appurtenances thereto belonging, and the rents, issues and profits thereof and all of the estate, rights, easements, title and interest of the Borrower both at law and in equity, therein and thereto, or appertaining or held and enjoyed therewith, unto the Lender, and its successors and assigns forever, or for the unexpired term of the lease, if leasehold.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that if the Property consists of a leasehold estate, then such lease is in all respects in good standing, genuine, valid and in full force and effect, that Borrower is the lawful owner of all personal property which may be mortgaged hereby, that the Property is unencumbered except as described in Exhibit "A", that all rents, covenants and conditions in any lease or grant or other interest herein mentioned to be paid, observed or performed by Borrower have been paid, observed or performed up to the date hereof, and that Borrower will **WARRANT AND DEFEND** the same to Lender against all claims and demands, subject to any declarations, easements or restrictions or encumbrances mentioned in Exhibit "A" attached hereto. Borrower covenants and agrees as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, and any prepayment and late charges as provided in the Note.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to property expenses, then to any prepayment and late charges, then to any advance by or other costs of Lender, then to interest payable on the Note, and last to the principal due under the Note.



**3. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, directly to the payee thereof, unless otherwise directed by Lender. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations or the condominium or planned unit development, and constituent documents.

**5. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not incur any prepayment charge nor extend or postpone the due date of any installment called for under the Notes or change the amount of any such installments.

**6. Continuing Liability of Borrower.** Unless Lender agrees in writing to release the original Borrower or any of Borrower's successors in interest, any extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**7. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**8. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**9. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested addressed to Borrower at the address on the first page of this Mortgage or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**10. Transfer of the Property; Assumption.** If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent including without limitation by way of a conveyance, mortgage, agreement of sale, or otherwise, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall not exercise such option if Lender is prohibited by federal law from doing so.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 9 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower must pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand, invoke any remedies permitted by law.

**11. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may bring a lawsuit to foreclose and sell the Property and may also invoke any other remedies permitted by law. The other remedies that Lender may invoke include remedies known variously as a power of sale, power of sale foreclosure, power of sale remedy, or a non-judicial foreclosure. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees

If Lender invokes the power of sale, Lender shall mail Borrower a notice of sale in the manner provided in paragraph 9 hereof. Lender shall publish a notice of sale and shall sell the Property at the time and place specified in the notice of sale. Lender or Lender's designee may purchase the Property at any sale under power of sale or judicial sale.

The proceeds of any sale shall be applied in the following order: (a) to all reasonable costs and expenses of sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto. **IF THE PROCEEDS SHALL BE INSUFFICIENT TO DISCHARGE THE ENTIRE INDEBTEDNESS OF BORROWER TO LENDER, THE LENDER MAY HAVE OTHER LEGAL RECOURSE AGAINST BORROWER FOR THE DEFICIENCY.**

**12. Governing Law; Severability.** This Mortgage shall be governed by the law of the State of Hawaii. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such provision shall not be given effect and such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

**13. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 12 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 12 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents



collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**14. Release.** Upon payment of all sums secured by this Mortgage and payment by Borrower for the cost of a release, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

**15. Prepayment.** There is a no prepayment penalty.

**IN WITNESS, WHEREOF,** Borrower has executed these presents the day and year first above written.

"Borrower": **HALAI HEIGHTS LLC,**

By: \_\_\_\_\_

**PAUL J SULLA JR., manager**

STATE OF HAWAII            )  
  ) SS.  
COUNTY OF HAWAII        )

On this 11<sup>th</sup> day of April 2017, before me personally appeared **Paul J Sulla Jr.** as the duly authorized manager of **HALAI HEIGHTS, LLC**, a Hawaii limited liability Company, to me proved on the basis of satisfactory evidence to be or known to be the person described in and who executed the foregoing instrument under her duly authorized capacity, entitled Mortgage, dated April 11, 2017, consisting of 7 pages in the Third Circuit and acknowledged that **HE** executed the same as **HIS** free act and deed.

Gloria Emery  
Name: Gloria Emery  
Notary Public, State of Hawaii  
My commission expires: July 18, 2018



**EXHIBIT "A"****-PARCEL FIRST:-**

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Kamaili, District of Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-D-1, being a portion of Lot 15, of the "Kamaili Homesteads" and thus bounded and described as per survey dated January 29, 2004:

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

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road  
(Emergency Relief Project No. ER 4(1));
2. 239° 28' 30" 326.15 feet along Pahoa-Kalapana Road  
(Emergency Relief Project No. ER 4(1)) and Lot 19, Grant 5661 to Chas. Elderts;
3. 304° 03' 30" 220.00 feet along Lot 19, Grant 5651 to Chas. Elderts;
4. 347° 21' 30" 54.00 feet along Lot 15-D-2 (Government Road);
5. 334° 00' 250.69 feet along Lot 15-D-2 (Government Road);
6. Thence along Old Pahoa-Kalapana Road and Remnant "A" (Portion of Old Pahoa-Kalapana Road) on a curve to the right with a radius of 1016.74 feet, the chord azimuth and distance being:  
  
20° 16' 17" 719.46 feet;

7. 40° 59' 30" 275.69 feet along Remnant "A" (Portion of Old Pahoa-Kalapana Road);
8. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.276 acres, more or less.

-PARCEL SECOND:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at District of Puna, Island and County of Hawaii, State of Hawaii, being REMNANT "A", being a portion of Old Pahoa-Kalapana Road at Kamaili and thus bounded and described:

Beginning at the southwest corner of this parcel of land, being also the south corner of Lot 15-D, portion of Grant 5005 to J. E. Elderts, and the northwest corner of Grant S-23,403 to AMFAC, on the north boundary of Lot 2, Grant 4330 to C. L. Wight, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Heiheiahulu" being 6,074.61 feet north and 16,652.94 feet east, and running by azimuths measured clockwise from true South:

1. 220° 59' 0" 275.69 feet along Lot 15-D, portion of Grant 5005 to J. E. Elderts;
2. Thence along Lot 15-D, portion of Grant 5005 to J. E. Elderts, on a curve to the left with a radius of 1016.74 feet, the chord azimuth and distance being:  
208° 29' 45" 439.98 feet;
3. 286° 00' 50.00 feet along the remainder of Old Pahoa-Kalapana Road;
4. Thence along Lot 15-B and Lot-A, portions of Grant 5005 to J. E. Elderts, on a curve to the right with a radius of 1066.74 feet, the chord azimuth and distance being:  
28° 29' 45" 461.62 feet;

5. 40° 50' 30" 261.10 feet along Lot 15-A, portion of Grant 5005 to J.E. Elderts;
6. 114° 43' 30" 52.08 feet along Grant S-23,403 to AMFAC to the point of beginning and containing an area of 36,140 square feet or 0.830 acre, as shown on Final Plat approved by Hawaii County Planning Director on January 27, 2004 as subdivision Number 7763

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR: THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaii corporation sole

GRANTEE: JASON HESTER, an individual

DATED: June 9, 2011

RECORDED: Document No. 2011-093772

SUBJECT TO THE FOLLOWING:

1. FINAL JUDGMENT

AGAINST: Leonard G. Horowitz, Sherri Kane, individually, Medical Veritas International, Inc. and Royal Bloodline of David, a Washington non-profit corporation

IN FAVOR OF: Jason Hester, individually

DATED: December 29, 2015

FILED: Circuit Court of the Third Circuit, State of Hawaii, #14-1-304

RECORDED: Document No. \_\_\_\_\_

2. AFFIDAVIT OF LEONARD G. HOROWITZ

DATED: June 6, 2016  
RECORDED: Document No. A-60010681 on  
June 6, 2016

3. NOTICE OF INVALID LIEN

AGAINST: Leonard G. Horowitz  
IN FAVOR OF: Jason Hester, individually  
REGARDING: Affidavit of Leonard G. Horowitz  
RECORDED: Document No. A-60190688 on  
June 24, 2016

**END OF EXHIBIT "A"**

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

*Kobata*  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

*orig.*



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

September 09, 2016 3:29 PM  
Doc No(s) A-60960740



1 1/1 OFC  
B-32865326

/s/ LESLIE T. KOBATA  
ACTING REGISTRAR

Conveyance Tax: \$675.00

Regular System

After Recordation, Return by Mail ( X ) Pickup ( ) To:

Paul J. Sulla, Jr.  
PO Box 5258  
Hilo, HI 96720

TOTAL NO. OF PAGES:

TITLE OF DOCUMENT:

**WARRANTY DEED**

PARTIES TO DOCUMENT:

GRANTOR: **JASON HESTER**, an individual, whose address is PO Box 748, Pahoa,  
HI 996778

GRANTEE: **HALAI HEIGHTS, LLC**, a Hawaii limited liability company, whose  
mailing address is P.O. Box 5258, Hilo, HI 96720

PROPERTY DESCRIPTION:

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

**Exhibit 7**



### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

**JASON HESTER**, an individual, whose mailing address is PO Box 748, Pahoa, Hawaii 96778, hereinafter referred to as the "**Grantor**", for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by **HALAI HEIGHTS, LLC**, a Hawaii Limited Liability Company, whose mailing address is PO Box 5258, Hilo, Hawaii 96720, hereinafter referred to as "**Grantee**", receipt whereof is hereby acknowledged, does hereby grant, sell and convey unto the Grantee, all of said interest in that certain real property as particularly designated on the tax maps of the Third Taxation District, State of Hawaii, as **Tax Map Key (3) 1-3-001-043/049**, more particularly described in **Exhibit "A"** attached hereto and made a part hereof, subject to the encumbrances noted therein.

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

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

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of said granted premises and that the said premises are free and clear of all encumbrances made or suffered by said Grantor, except as aforesaid, and except for assessments for real property taxes. And the said Grantor further covenants and agrees that the Grantor has good right to sell

and convey the said premises in the manner aforesaid; that Grantor will **WARRANT AND DEFEND** the same unto the Grantee against the lawful claims and demands of all persons claiming by or through said Grantor, except as mentioned herein.

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

IN WITNESS WHEREOF, the Grantor has executed these presents on the 6 day of September, 2016.

GRANTOR

  
\_\_\_\_\_  
**JASON HESTER**



STATE OF HAWAII    )  
                                  ) SS.  
COUNTY OF HAWAII )

On this 10<sup>th</sup> day of September 2016, before me personally appeared **JASON HESTER**, GRANTOR, to me known to be the person described in and who executed the foregoing instrument, entitled Warranty Deed, dated September 6, 2016 consisting of 8 pages in the Third Circuit, and acknowledged that **HE** executed the same as **HIS** free act and deed.

Gloria Emery

Print Name: Gloria Emery  
Notary Public, State of Hawaii  
My commission expires: July 18, 2018



## EXHIBIT "A"

### -PARCEL FIRST:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Kamaili, District of Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-D-1, being a portion of Lot 15, of the "Kamaili Homesteads" and thus bounded and described as per survey dated January 29, 2004:

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- |    |  |        |   |
|----|--|--------|---|
| 1. | 197° 55' 15"   | 958.02 | feet along Pahoa-Kalapana Road<br>(Emergency Relief Project No. ER 4(1)) ;  |
| 2. | 239° 28' 30"   | 326.15 | feet along Pahoa-Kalapana Road<br>(Emergency Relief Project No. ER 4(1)) and Lot 19, Grant 5661 to Chas. Elderts; |
| 3. | 304° 03' 30"   | 220.00 | feet along Lot 19, Grant 5651 to Chas. Elderts;   |
| 4. | 347° 21' 30"   | 54.00  | feet along Lot 15-D-2 (Government Road);  |
| 5. | 334° 00'   | 250.69 | feet along Lot 15-D-2 (Government Road);  |
| 6. | Thence along Old Pahoa-Kalapana Road and Remnant "A" (Portion of Old Pahoa-Kalapana Road) on a curve to the right with a radius of 1016.74 feet, the chord azimuth and distance being: |        |   |
|    | 20° 16' 17"  | 719.46 | feet;   |

7.     40° 59' 30"     275.69     feet along Remnant "A" (Portion of Old Pahoa-Kalapana Road);
8.     114° 43' 30"     494.98     feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.276 acres, more or less.

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2.     Thence along Lot 15-D, portion of Grant 5005 to J. E. Elderts, on a curve to the left with a radius of 1016.74 feet, the chord azimuth and distance being:  
208° 29' 45"     439.98 feet;
3.     286° 00'     50.00     feet along the remainder of Old Pahoa-Kalapana Road;
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28° 29' 45"     461.62 feet;

5. 40° 50' 30" 261.10 feet along Lot 15-A, portion of Grant 5005 to J.E. Elderts;
6. 114° 43' 30" 52.08 feet along Grant S-23,403 to AMFAC to the point of beginning and containing an area of 36,140 square feet or 0.830 acre, as shown on Final Plat approved by Hawaii County Planning Director on January 27, 2004 as subdivision Number 7763

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR: THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaii corporation sole

GRANTEE: JASON HESTER, an individual

DATED: June 9, 2011

RECORDED: Document No. 2011-093772

SUBJECT TO THE FOLLOWING:

1. FINAL JUDGMENT

AGAINST: Leonard G. Horowitz, Sherri Kane, individually, Medical Veritas International, Inc. and Royal Bloodline of David, a Washington non-profit corporation

IN FAVOR OF: Jason Hester, individually

DATED: December 29, 2015

FILED: Circuit Court of the Third Circuit, State of Hawaii, #14-1-304

RECORDED: Document No. \_\_\_\_\_

2. AFFIDAVIT OF LEONARD G. HOROWITZ

DATED: June 6, 2016  
RECORDED: Document No. A-60010681 on  
June 6, 2016

3. NOTICE OF INVALID LIEN

AGAINST: Leonard G. Horowitz  
IN FAVOR OF: Jason Hester, individually  
REGARDING: Affidavit of Leonard G. Horowitz  
RECORDED: Document No. A-60190688 on  
June 24, 2016

**END OF EXHIBIT "A"**



**RECORDER'S MEMO**  
**Document Text NOT Legible For Digital Imaging**

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

  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii



R-941      STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
JAN 14, 2005      08:02 AM  
Doc No(s) 2005-009226



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20      1/1      Z6

CONVEYANCE TAX: \$2.60

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (XX) Pickup ( ) To:

Office of the Corporation Counsel (GT)  
County of Hawai'i  
101 Aupuni Street, Suite 325  
Hilo, Hawai'i 96720

Total Pages: 5

Tax Map Key (3)1-3-001 (Road)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, the COUNTY OF HAWAII, a municipal corporation of the State of Hawaii, whose principal place of business and mailing address is 25 Aupuni Street, Hilo, Hawai'i 96720, hereinafter called the "Grantor," in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to it paid by THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation, whose mailing address is P. O. Box 1739, Newport, Washington 99156, hereinafter called the "Grantee," the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, in fee simple forever, the following real property:

**Exhibit 8**

All of that certain piece or parcel of land situate at Kamā'ili, District of Puna, Island and County of Hawaii, State of Hawai'i, being Remnant "A," more particularly described in Exhibit "A" and delineated on Exhibit "B," all of which are attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD the same, together with all rights, improvements, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, or held and enjoyed therewith, unto the Grantee, its successors and assigns, forever.

AND the Grantor, for itself, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that it is seised in fee simple of the above-described premises; that the same is free and clear of and from all encumbrances, except as aforesaid; that it has good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns will, WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed this 3rd day of December, 2004.

COUNTY OF HAWAI'I

By *[Signature]*

HARRY KIM DIXIE KAETSU  
Its ~~Mayer~~ Managing Director

*mnt*  
*mnt*

APPROVED AS TO FORM  
AND LEGALITY:

*[Signature]*  
GERALD TAKASE  
Assistant Corporation Counsel  
County of Hawai'i

STATE OF HAWAII )  
 ) SS.  
COUNTY OF HAWAII )

On this 3<sup>rd</sup> day of December, 2004, before me personally appeared DIXIE KAETSU, to me personally known, who, being by me duly sworn, did say that she is the Managing Director of the County of Hawai'i, a municipal corporation of the State of Hawai'i; that the seal affixed to the foregoing instrument is the corporate seal of said County of Hawai'i; that the foregoing instrument was signed and sealed in behalf of the County of Hawai'i by authority given to said Mayor of the County of Hawai'i by Section 5-1.3(g) of the County Charter, County of Hawai'i (2000), as amended, and assigned by the Mayor to the Managing Director pursuant to Section 6-1.3(h) of the County Charter; and said DIXIE KAETSU acknowledged said instrument to be the free act and deed of said County of Hawai'i.

*Virginia M. Tolentino*  
VIRGINIA M. TOLENTINO  
Notary Public, State of Hawai'i

My commission expires: 4/22/2005





Old Pahoa-Kalapana Road

REMNANT "A"

Being a Portion of Old Pahoa-Kalapana Road  
at Kamaili, Puna, Island of Hawaii, Hawaii

Beginning at the southwest corner of this parcel of land, being also the south corner of Lot 15-D, Portion of Grant 5005 to J. E. Elderts, and the northwest corner of Grant S-23,403 to AMFAC, on the north boundary of Lot 2, Grant 4330 to C. L. Wight, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Heiheiahulu" being 6,074.61 feet North and 16,652.94 feet East, and running by azimuths measured clockwise from True South:

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208° 29' 45" 439.98 feet;
3. 286° 00' 50.00 feet along the remainder of Old Pahoa-Kalapana Road;
4. Thence along Lot 15-B and Lot 15-A, Portions of Grant 5005 to J. E. Elderts, on a curve to the right with a radius of 1066.74 feet, the chord azimuth and distance being:  
28° 29' 45" 461.62 feet;
5. 40° 59' 30" 261.10 feet along Lot 15-A, Portion of Grant 5005 to J. E. Elderts;
6. 114° 43' 30" 52.08 feet along Grant S-23,403 to AMFAC to the point of beginning and containing an area of 36,140 square feet or 0.830 acre, as shown on Final Plat approved by Hawaii County Planning Director on January 27, 2004 as Subdivision Number 7763.



Engineering Division  
Department of Public Works  
County of Hawaii

*Ronald M. Matsumura*

4/30/04

Expiration Date of the License

Aupuni Center  
101 Pauahi Street, Suite 7  
Hilo, Hawaii 96720-4224  
January 29, 2004

Tax Map Key: (3rd Div.) 1-3-01 (Road)





R-884

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

JUN 14, 2011

11:00 AM

Doc No(s) 2011-093773

/s/ NICKI ANN THOMPSON  
REGISTRAR

20 21/2 21

Land Court System

Regular System

After Recordation, Return by Mail ( X ) Pickup ( ) To:

Jason Hester  
PO Box 758  
Pahoa, HI 96778

20975

TAX MAP KEY: Hawaii (3) 1-3-001:043 &amp; 043

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT AND PARTIES AND THEIR ADDRESSES:

(A) "Mortgage." This document, which is dated June 9th, 2011, will be called the "Mortgage."

(B) "Borrower." Jason Hester, an individual, whose address is P. O. Box 758, Pahoa, Hawaii 96778, County of Hawaii will sometimes be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender." PAUL J. SULLA JR. AAL, A LAW CORPORATION, a Hawaii corporation, whose address is PO BOX 5258, Hilo, Hawaii 96720, will sometimes be called "Lender" or sometimes simply "you" or "your."

(D) "Note." The Mortgage Loan Note, signed by Borrower and dated June 9, 2011 will be called the "Note." The

Note shows that I owe Lender **FIFTY THOUSAND DOLLARS (\$50,000.00)** plus interest, which I have promised to repay according to the terms set out in the Note.

(E) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

#### **BORROWER'S MORTGAGE AND TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**

I mortgage, grant a security interest in and convey the Property to you subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property and security interests in personal property. I am giving you these rights to protect you from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe you as stated in the Note;

(B) Pay, with interest, any amounts that you spend under this Mortgage, to protect the value of the Property and your rights in the Property;

(C) Keep all of my other promises and agreements under the Note or this Mortgage.

#### **DESCRIPTION OF THE PROPERTY**

Lender's rights apply to the following Property:

(A) The property is located at **13-3775 Pahoa-Kalapana Road, Kalapana, Hawaii TMK (3) 1-3-001-049 & (3) 1-3-001-043**. The full legal description of this property is contained in Exhibit "A" which is attached at the end of this Mortgage;

(B) All buildings and other improvements that are located on the property described in Paragraph (A) of this section;

(C) All rights in other property that I have as owner of the property described in Paragraph (A) of this section. These

rights are known as "easements, rights and appurtenances attached to the property;"

(D) All rents or royalties from the property described in Paragraph (A) of this section;

(J) All of the amounts that I pay to Lender under Paragraph 2 below; and

(K) Any voting rights I have as owner of the Property.

**BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that:

- (A) I lawfully own the Property;
- (B) I have the right to mortgage, grant and convey the Property to Lender;
- (C) there are no outstanding claims or charges against the Property except for the claims and charges against the Property listed in Exhibit "A" attached to the end of this Mortgage.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which you suffer because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of those rights.

**BORROWER'S PROMISES AND AGREEMENT**

I promise and I agree with you as follows:

**1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATION.**

I will promptly pay you or anyone you name principal, interest and any late charges as stated in the Note.

## **2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS**

Unless the law requires otherwise, Lender will apply each of my payments under the Note in the following order and for the following purposes:

- (A) First, to pay interest then due under the Note;
- (B) Next, to pay principal then due under the Note; and
- (C) Next, to pay interest and amounts paid by Lender under paragraph 6 below.

## **3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY.**

I will pay when they are due all taxes, assessments, and any other charges and fines that may be imposed on the Property. I will also make payments due under my lease if I am a tenant on the Property and I will pay lease rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) If I make direct payments, then promptly after making any of those payments I will give Lender a receipt which shows that I have done so.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property.

### ***Condominium and PUD Assessments.***

If the Property includes an apartment unit in a Condominium Project or in a PUD, I will promptly pay, when they are due, all assessments imposed by the owners' association or other organization that governs the Condominium Project or PUD. The association or organization will be called the "Owners' Association."

4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY.

(A) Generally.

I will obtain hazard insurance, if possible, to cover all buildings and other improvements that now are or in the future will be located on the Property. If possible, the insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. It is possible that the insurance policy will have provisions that may limit the insurance company's obligation to pay claims if the amount of coverage is too low. Those provisions are known as "co-insurance requirements." Lender may not require me to obtain an amount of coverage, if possible that is more than the larger of the following two amounts: either (i) the amount that I owe to Lender under the Note and under this Mortgage; or (ii) the amount necessary to satisfy the co-insurance requirements.

If I can get a policy, I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due.

If I get a policy, I will pay the premiums on the insurance policies either by making payments to Lender, as described in Paragraph 2 above, or by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." If the Property is used as a "residence" (for example, it is my home), then I have the right to decide whether the proceeds will be used to repair, restore or rebuild a residence on the Property or whether the proceeds will be used to reduce the amount that I owe you under the Note. In all other cases, Lender

will have the right to determine whether the proceeds are to be used to repair, restore or rebuild the Property or to reduce the amount I owe under the Note.

If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim for insurance benefits, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount which I owe to Lender under the Note, that use will not delay the due date but shall change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above.

If Lender acquires the Property under Paragraph 17 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage immediately before the Property is acquired by Lender or sold.

(B) Agreements that Apply to Condominiums and PUD's.

(i) If the Property includes an apartment unit in a Condominium Project, the Owners' Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." If the master policy insures my apartment unit as well as the common elements of the Condominium Project, so long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; (b) I will not be required to include an amount for hazard insurance premiums in my monthly payment of Funds to Lender



under Paragraph 2 above; and (c) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, bylaws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect the terms of (a), (b) and (c) of this subparagraph 4(B)(i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. If the Property includes a unit in a PUD, it is possible that proceeds will be paid to me instead of being used to repair or to restore the common areas or facilities of the PUD. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B)(ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

**5. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASES AND MORTGAGES AND AGREEMENTS ABOUT LEASES, CONDOMINIUMS AND PUD'S.**

**(A) Agreements about Maintaining the Property.**

I will keep the Property in good repair. I will not destroy damage or change the Property, and I will not allow the Property to deteriorate.

**(B) Agreements About Keeping Promises in Leases and Mortgages.**

I will fulfill my obligations under any lease which is part of the Property. I will not change or agree to any change in any Lease which is a part of the Property. I will fulfill my obligations in any Mortgage on the Property listed on Exhibit "A" at the end of this Mortgage. I will not change or agree to any change in any such Mortgage.

(C) Agreements that Apply to Leases and Preventing Rejection or Termination of Leases in Bankruptcy Cases.

If (i) the Property includes, or is under, covered, or affected by and leases (the "Property Leases"), (ii) I, or anyone else with rights to and/or obligations under any Property Leases, including, but not limited to, lessors, lessees, sublessors, and sublessees, become a debtor in a voluntary or involuntary bankruptcy case, and (iii) an order for relief is issued pursuant to the bankruptcy laws, then I will take the actions necessary to prevent the Property Leases (a) from being rejected by me, any bankruptcy trustee or any other person pursuant to the bankruptcy laws, or (b) from being terminated in any manner. I will take such actions within five (5) days from the date of filing of the order for relief. The bankruptcy laws include, but are not limited to, Section 365 of Title 11 of the provisions of the United States Code, which is often referred to as Bankruptcy Code Section 365, as it may be amended from time to time.

I now appoint you as my attorney-in-fact to do whatever you, as Lender, believe is necessary to protect your interests in the Property and to prevent the rejection or termination of the Property Leases under the bankruptcy laws. This means that I now give you the right, in my place and name, or in your own name, to do whatever you believe is necessary to protect your interests in the Property. You have no obligation or responsibility to look out for or take care of my interests. You may, but you do not have to, take any actions to prevent the Property Leases from being rejected or terminated pursuant to the bankruptcy laws. Those actions include, but are not limited to, the following:

(I) The filing of any instruments, documents and pleadings with the court to assume and/or assign the Property Leases; and

(II) The filing of a notice of election to remain in possession of leased real property if my lessor becomes a debtor in a bankruptcy case and rejects my lease.

Your having the right to take such actions will not prevent me, on my own, from taking any actions to protect my interests and the Property Leases.

(D) Agreements that Apply to Condominiums and PUD's.

If the Property is a unit in a Condominium Project or in a PUD, I will fulfill all of my obligations under the declaration, bylaws, regulations and other documents that create or govern the Condominium Project or PUD. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

(1) The abandonment or termination of the Condominium Project or PUD, unless, in the case of a condominium, the abandonment or termination is required by law;

(2) Any change to the declaration, bylaws or regulations of the Owners' Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project or PUD, including, for example, a change in the percentage of ownership rights, held by unit owners, in the Condominium Project or in the common areas or facilities of the PUD;

(3) A decision by the Owners' Association to terminate professional management and to begin self-management of the Condominium Project or PUD; and

(4) The transfer, release, creation of liens, partition or subdivision of all or part of the common areas and facilities of the PUD. (However, this provision does not apply to the transfer by the Owners' Association of rights to use those common areas and facilities for utilities and other similar or related purposes.)

**6. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.**

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever Lender believes is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 6 may include, for example,

appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender need not give me notice before taking any of these actions.

I will pay to Lender any amounts which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts with interest.

I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. However, if payment of interest at that rate would violate the law, I will pay interest on the amounts spent by Lender under this Paragraph 6 at the highest rate that the law allows. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 6, Lender does not have to do so.

**7. LENDER'S RIGHT TO INSPECT THE PROPERTY.**

Lender, and others authorized by Lender may, upon reasonable notice, enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times.

**8. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY.**

A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (a) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (b) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages,

then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

***Condemnation of Common Areas of PUD.***

If the Property includes a unit in a PUD, the promises and agreements in this Paragraph 8 will apply to a condemnation, or sale to avoid condemnation, of the PUD's common areas and facilities as well as of the Property.

**9. CONTINUATION OF BORROWER'S OBLIGATIONS**

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the payments of principal and interest due under this Note or under this Mortgage.

Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless the conditions stated in paragraph 16 below have been met.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligation under the Note or under this Mortgage, even if Lender is requested to do so.

**10. CONTINUATION OF LENDER'S RIGHTS.**

Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future.

**11. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS.**

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

**12. OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS.**

Subject to the terms of paragraph 16 below, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and will be obligated to keep all of Lender's agreements in this Mortgage.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then:

(a) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (b) that person is not personally obligated to make payments or to act under the Note.

**13. CAPTIONS.**

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

**14. AGREEMENTS ABOUT GIVING NOTICES REQUIRED UNDER THIS MORTGAGE.**

Unless the law requires otherwise, any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address stated in Paragraph

(B) of the section above titled "Words Used Often In This Document and Parties and their Addresses." A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it to Lender's address stated in Paragraph (C) of the section above titled "words Used Often In This Document and Parties and Their Addresses." A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14.

**15. LAW THAT GOVERNS THIS MORTGAGE.**

The law of the State of Hawaii will govern this Mortgage. If any term of this Mortgage or of the Note conflicts with that law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term.

This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

**16. AGREEMENTS ABOUT ASSUMPTION OF THIS MORTGAGE AND ABOUT LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY WITHOUT MEETING CERTAIN CONDITIONS.**

If I sell or transfer all or part of the Property or any rights in the Property, any person to whom I sell or transfer the Property may take over all of my rights and obligations under this mortgage (known as an "assumption of the Mortgage") if:

- (A) I give Lender notice of the sale or transfer;
- (B) Lender agrees that the person's credit is satisfactory and consents to the assumption, which consent shall not unreasonably be withheld;
- (C) the person agrees to pay interest on the amount owed to Lender under the Note and under this Mortgage at the rate set forth in the Note; and
- (D) the person signs an assumption agreement that is acceptable to Lender and that obligates the person to

keep all of the promises and agreements made in the Note and in this Mortgage.

I understand that even if I sell or transfer the Property and each of the conditions in (A), (B), (C) and (D) of this paragraph 16 are satisfied, Lender will still hold me to all of my obligations under the Note and under this Mortgage if the person assuming does not perform.

However, if I sell or transfer the Property and the conditions in (A), (B), (C) and (D) of this paragraph 16 are not satisfied, I will still be fully obligated under the Note and under this Mortgage and Lender may require Immediate Payment In Full, as that phrase is defined in paragraph 17 below. However, Lender will not have the right to require Immediate Payment In Full as a result of any of the following:

- (i) the creation of liens or other claims against the Property that are inferior to this Mortgage and the Lender consents in writing to their creation (Lender will not withhold its consent unreasonably);
- (ii) a transfer of rights in household appliances, to a person who provides me with the money to buy those appliances, in order to protect that person against possible losses;
- (iii) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; or
- (iv) leasing the Property for a term of one year or less, as long as the lease does not include an option to buy.

If Lender requires Immediate Payment In Full under this paragraph 16, Lender will send me a notice, in the manner described in paragraph 14 above, which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered. If I do not make the required payment during that period, Lender may bring a lawsuit for "foreclosure and sale" under paragraph 17 below without giving me any further notice or demand for payment. (See paragraph 17 for a definition of "foreclosure and sale.")



17. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES  
AND AGREEMENTS.

If the conditions in subparagraph (D) or all of the conditions stated in subparagraphs (A), (B), and (C) of this paragraph 17 are satisfied, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment In Full."

If Lender requires Immediate Payment In Full, Lender may, at your sole option, either: (a) exercise a Power of Sale pursuant to HRS §667-5 or Part II HRS §667-21 et. seq. and/or (b) bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold. This is known as "foreclosure and sale." The Lender may be a buyer of the property at any foreclosure sale. The monies received from the foreclosure sale will be applied, first to pay the costs and expenses of the sale and the court costs and attorney's fees paid by the Lender because of my default; second, to the reimbursement of the Lender for all payments made by the Lender because of the property or because of my failure to keep any promise or agreement contained in this Mortgage; and lastly, to the payment of the balance of the principal and required interest then remaining unpaid. Any monies left over after these payments will be paid to me. If the money received from the foreclosure sale is not enough to make all of these payments, then the Lender will be entitled to recover the deficiency directly from me out of my own money.

Lender may require Immediate Payment In Full under this paragraph 17 only if all of the following conditions are satisfied:

(A) I fail to keep any promise or agreement made in this Mortgage, including the promise to pay when due the amounts that I owe to Lender under the Note and under this Mortgage; and

(B) Subject to subparagraph (D) below, Lender sends to me, in the manner described in paragraph 14 above, a notice that states:

- (i) The promise or agreement that I failed to keep;
- (ii) The action that I must take to correct that failure;

(iii) A date by which I must correct the failure. That date must be at least 30 days from the date on which the notice is mailed to me, or, if it is not mailed, from the date on which it is delivered to me;

(iv) That if I do not correct the failure by the date stated in the notice, I will be in default and Lender may require Immediate Payment In Full, and Lender or another person may acquire the Property by means of foreclosure and sale;

(C) Subject to subparagraph (D) below, if I do not correct the failure stated in the notice from Lender by the dated stated in that notice.

(D) The conditions in subparagraphs (B) and (C) above are subject to the condition that if I have been more than fifteen (15) days late in my installment payments and have received notices as set forth in B above more than three (3) times, then upon the fourth (4th) time I am late, the Lender may foreclose without further notice.

#### **18. TRANSFER OF LENDER'S INTEREST**

Lender retains the right to assign Lender's interest in this Mortgage at anytime subject only to preservation of the rights of the Borrower in the Mortgage.

#### **19. LENDER'S RIGHTS TO RENTAL PAYMENTS FROM THE PROPERTY AND TO TAKE POSSESSION OF THE PROPERTY.**

As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until I am in default, I have the right to collect and keep those rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone else, and I will not do so without Lender's consent in writing.

If I am in default, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may:

(A) collect the rental payments, including over due rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. I agree that if Lender notifies the

tenants that Lender has the right to collect rental payments directly from them under this Paragraph 18, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage.

If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 18, will be used first to pay the costs of collecting rental payments and managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. The costs of managing the Property may include the receiver's fees and reasonable attorneys' fees. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

**20. LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL.**

When Borrower has paid all amounts due under the Note and this Mortgage, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will pay all costs of recording the discharge in the proper official records.

**21. CHANGING THIS MORTGAGE.** This Mortgage can be changed only if Lender and I sign a writing agreeing to the change.

**22. BORROWER'S FREEDOM TO CHOOSE INSURANCE COMPANY.**

I understand that I can get any insurance required by this Mortgage from any insurance company licensed to sell that insurance in Hawaii, subject to Lender's right to refuse an insurer for cause or reasonable excuse.

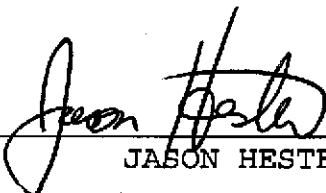
**23. FINANCING STATEMENT.**

This Mortgage also serves as a financing statement to perfect the Lender's security interest in the Property.

24. BORROWER'S COPY OF THE NOTE AND OF THIS MORTGAGE.

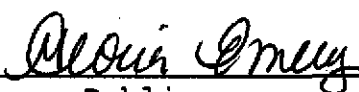
I will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.

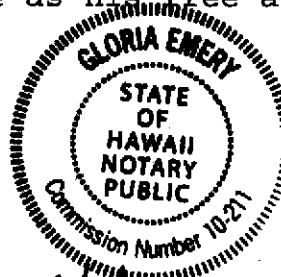
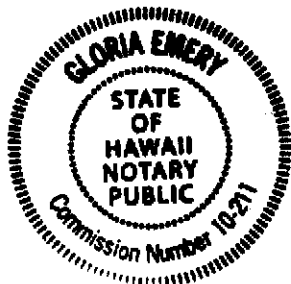
By signing this Mortgage I agree to all of the above.

  
JASON HESTER

STATE OF HAWAII       )  
                                      ) SS.  
COUNTY OF Hawaii    )

On this the 9<sup>th</sup> day of June, 2011, before me personally appeared JASON HESTER to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

  
Notary Public  
My Commission Expires: July 18, 2014  
**GLORIA EMERY**



Doc. Date: 6/9/11 3rd Circuit  
# Pages: 20  
Doc. Description: MORTGAGE  
EXHIBIT "A"  
x GLORIA EMERY 6/9/11  
GLORIA EMERY, Notary Public Date

EXHIBIT A

ITEM I:

LOT 15-D  
A Portion of Lot 15  
Grant 5005 to J. E. Elderts  
Kamali Homesteads, Puna, Island and County of Hawaii, State of Hawaii

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

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

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-11, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01-11.

ITEM II:

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

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

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

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

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

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01444

SUBJECT, HOWEVER, TO:

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

As to the road remnant within the land herein described:

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

3. AS TO ITEM II:-

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

END OF EXHIBIT A

Paul J. Sulla, Jr. (SBN 5398)  
Attorney at Law  
P.O. Box 5258  
Hilo, HI 96720  
Telephone: 808/933-3600  
Attorney for Petitioner,  
JASON HESTER

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

JASON HESTER,

Petitioner,

v.

LEONARD G. HOROWITZ,

Respondent.

CIVIL NO.: 17-1-407  
(H.R.S. § 507D-4 Petition)

**CERTIFICATE OF SERVICE**

**Trial Date: None**


**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document(s):

**PLAINTIFF'S *EX PARTE* MOTION FOR ORDER AUTHORIZING SERVICE BY  
CERTIFIED MAIL; DECLARATION OF COUNSEL NUNC PRO TUNC; EXHIBITS  
"A" – "J"; ORDER AUTHORIZING SERVICE BY CERTIFIED MAIL; CERTIFICATE  
OF SERVICE**

were duly served upon the following by mailing a copy of same via U.S. Postal Service, postage  
prepaid at the U.S. Post Office in Hilo, Hawaii on this 15 day of May, 2018, to:

Leonard G. Horowitz  
5348 Vegas Dr. #353  
Las Vegas, NV 89108

  
\_\_\_\_\_  
PAUL J. SULLA

**Exhibit 10**

Paul J. Sulla, Jr. (SBN 5398)  
Attorney at Law  
P.O. Box 5258  
Hilo, HI 96720  
Telephone: 808/933-3600  
Email: psulla@aloha.net  
Attorney for Plaintiff JASON HESTER

FILED

2018 JUN -8 AM 8:57

B. FOY, CLERK  
CIRCUIT COURT OF  
THE THIRD CIRCUIT  
STATE OF HAWAII

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

JASON HESTER,

Plaintiff

v.

LEONARD G. HOROWITZ,

Defendant.

CIVIL NO.: 17-1-407

(Other Civil Action)

Fmrly Civ. No. 1-CC-16-1-1442

(venue changed to 3<sup>rd</sup> Cir.) and

USDC Haw. Civ. No. 1:1777-cv-14-LEK  
(remanded)

**AMENDED ORDER AUTHORIZING  
SERVICE BY CERTIFIED MAIL**

**Judge: Hon. Henry T. Nakamoto**

**Trial Date: None set**

**AMENDED ORDER AUTHORIZING SERVICE BY CERTIFIED MAIL**

Before the Court is Plaintiff JASON HESTER's Motion for Order Authorizing Service by Certified Mail on Defendant Horowitz pursuant to Hawaii Rules of Civil Procedure 4(e) and 4(f) H.R.S. § 634-23 and 634-24, as amended. The Court finds that Plaintiff has demonstrated due diligence efforts to obtain personal service, however, such efforts have been unsuccessful.

IT IS THEREFORE ORDERED that Plaintiff's Motion for Order Authorizing Service by Certified Mail is GRANTED and the Court authorizes service on LEONARD G. HOROWITZ



by certified mail nunc pro tunc to the date of receipt of the herein Petition by Defendant Leonard Horowitz via certified mail on December 21, 2016.

DATED: Hilo, Hawaii, JUN 08 2018

**HENRY T. NAKAMOTO (SEAL)**  

---

**JUDGE OF THE ABOVE-ENTITLED COURT**

---

*Hester v. Horowitz*, Civ. No. 17-1-407

**AMENDED ORDER AUTHORIZING SERVICE BY CERTIFIED MAIL**

LEONARD G. HOROWITZ, pro se  
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23-JUL-2018  
10:12 AM

INTERMEDIATE COURT OF APPEALS  
STATE OF HAWAII

JASON HESTER  
Petitioner-Appellee

v.

LEONARD G. HOROWITZ  
Respondent-Counterclaimant -Appellant

) CIV. NO. 3CC171000407  
) (HRS § 507D-4 Petition for expungement)  
)  
) NOTICE OF APPEAL;  
) LIST OF EXHIBITS "A" THRU "E";  
) CERTIFICATE OF SERVICE  
)

NOTICE OF APPEAL

APPENDIX "A" TO "E"

CLERK

G. POY

2018 JUL 20 PM 4:00

FILED  
CIRCUIT COURT OF  
THE THIRD DISTRICT  
STATE OF HAWAII

NOTICE IS HEREBY GIVEN that Petitioner/Counterclaimant/Appellant LEONARD GEORGE HOROWITZ (hereafter Horowitz) by and through pro se filing, pursuant to section 641-1 of the Hawai'i Revised Statutes, and Rules 3 and 4(a)(1) and 4(a)(3) of the Hawai'i Rules of Appellate Procedure, appeals to the Intermediate Court of Appeals of the State of Hawai'i from the Third Circuit Court's Final Judgment titled "AMENDED ORDER AUTHORIZING SERVICE BY CERTIFIED MAIL" in the above named case, as filed on June 22, 2018 (Exhibit A), but not received by Horowitz before July 19, 2018, with respect to the following claims and counterclaims: a) Petitioner did not use due diligence in properly serving the Petition; b) Petitioner did not "fully advise [the trial Court] in the premises;" c) Petitioner did not hold sole ownership in the properties presumably quieted by final judgment as stated in Findings of Facts paragraph 7; d) no claims in the subject lis pendens "are false and/or

PAID JUL 20 2018

Exhibit 11

Exhibits pg. #82

R#265367-1100, R#265368-065, R#265369-150, R#265370-170, R#265371-130

misleading;” e) contrary to FoF, statutory legal authority in Hawaii Revised Statute (“HRS”) § 634-51 authorizes the subject notices of pendency of actions; f) HRS § 634-51 does not require filing of “claim under a specific statute for which a lien is allowed” as stated in Conclusions of Law (“CoL”) paragraph 5; g) Respondent had legal authority/basis to file the liens to secure his ownership interest in the properties, comply with public duty doctrine, and prevent damages pursuant to 42 USC § 1986; h) the subject liens were not “frivolous” nor restricted by HRS § 507D-7; i) there exists “material issues of fact regarding the filing of the two liens” contrary to CoL, paragraph 10; i) injunctive relief was improperly imposed under the circumstances; j) Respondents’ counterclaims of abuse of process, fraud, and malicious prosecution were neglected by the trial court.

Thus, the June 22, 2018 Findings of Facts, Conclusions of Law and AMENDED ORDER AUTHORIZING SERVICE BY CERTIFIED MAIL filed by Petition on June 8, 2018, signed by the trial court on June 22, 2018, but not served upon the Respondent until July 8, 2018, as relates to the above listed claims and counterclaims here challenged (Exhibit A).

The Respondent also challenges the trial court’s June 22, 2018, ORDER DENYING RESPONDENT’S MOTION FOR SANCTIONS AGAINST ATTORNEY PAUL J. SULLA, JR. FOR CIVIL CONTEMPT IN VIOLATING HIS DISQUALIFICATION ORDER, REPEATEDLY FAILING TO COMPLY WITH COURTS’ ORDERS TO SERVE THE RESPONDENT PROPERLY IN ACCORDANCE WITH RULE 4, INTER ALIA; AND FAILING TO APPEAR AT HEARING OF APRIL 6, 2018 (**Exhibit B**).

The Respondent also challenges the trial court’s June 22, 2018, ORDER DENYING DEFENDANT LEONARD G. HOROWITZ’S MOTION TO DISMISS PETITION TO EXPUNGE DOCUMENTS RECORDED IN THE BUREAU OF CONVEYANCE OF THE STATE OF HAWAII, Stamped June 22, 2018 (**Exhibit C**). The case should have been dismissed for improper service, and neglect of Petitioner to comply with order of April 6, 2018.

Finally, the Respondent objects to the neglect of the trial court’s oral order at hearing, recorded in the minutes of April 6, 2018, not having been filed by court, albeit ordering proper service under Rule 4 “within 7 days” neglected by the Petitioner. (**Exhibit D**)

The Respondent also objects to the trial court’s administration of the parties’ filings that show a pattern of preferential administration of the Petitioner’s filings, withholding or neglecting the Respondent’s timely filings, depriving the Respondent of his equal justice under the law and his due process rights.

Finally, the Respondent appeals on the evidence in the Record, including sequential

administrative errors in administering the dates of filings in the Ho'ohiki Record, evidencing the trial court's engagement in favoring the Petitioner, ex parte communications with Sulla; acting willfully blind to noticed public records and facts evidencing fraud upon the court by Sulla, and the Respondent's valid recorded interests in the subject properties. These matters give the appearance of improper correspondence between the trial court and Sulla, compounding impressions of impropriety depriving the Respondent's rights to justice and a fair trial.

Respectfully submitted.

DATED: Rhoades, Greece July 19, 2018

/s/ Leonard G. Horowitz/,

A handwritten signature in black ink, appearing to read "Leonard G. Horowitz", with a stylized, sweeping flourish at the end.

Pro se Respondent – Counterclaimant - Appellant

) CIV. NO. 3CC171000407  
 ) (HRS § 507D-4 Petition for  
 ) expungement)  
 )  
 ) **NOTICE OF APPEAL;**  
 ) **INDEX OF EXHIBITS;**  
 ) **CERTIFICATE OF SERVICE**

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Intermediate Court of Appeals  
CAAP-16-0000162  
26-JUL-2018  
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NOS. CAAP-16-0000162 AND CAAP-16-0000163

IN THE INTERMEDIATE COURT OF APPEALS

OF THE STATE OF HAWAII

CAAP-16-0000162

JASON HESTER, Overseer of the Office of Overseer,  
a corporate sole and his successors, over/for the Popular  
Assembly of Revitalize, a Gospel of Believers,  
Plaintiff/Counterclaim Defendant/Appellee,

v.

LEONARD G. HOROWITZ and THE ROYAL BLOODLINE OF DAVID,  
Defendants-Counterclaim-Plaintiffs/Appellants,

and

JACQUELINE LINDENBACH HOROWITZ,  
Defendant/Counterclaim-Plaintiff/Appellee,

and

PHILIP MAISE, Intervenor-Appellee,

and

JOHN DOES 1-10, JANE DOES 1-10, DOE ENTITIES 1-10, DOE  
PARTNERSHIPS 1-10, DOE GOVERNMENTAL UNITS 1-10, Defendants

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT  
(CIVIL NO. 05-1-0196)

CAAP-16-0000163

JASON HESTER, an individual,  
Plaintiff/Counterclaim-Defendants/Appellee,

v.

LEONARD G. HOROWITZ, an individual and  
SHERRI KANE, an individual  
Defendants/Counterclaim-Plaintiffs/Appellants,

and

THE ROYAL BLOODLINE OF DAVID, a Washington Corporation Sole,  
Defendant/Appellant,

and

MEDICAL VERITAS INTERNATIONAL, INC., a California  
non-profit corporation, 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

**Exhibit 12**

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT  
(CIVIL NO. 14-1-0304)

ORDER OF CONSOLIDATION


(By: Ginoza, Chief Judge, for the court<sup>1</sup>)

Upon review of the record filed in Appeal Nos. CAAP-16-0000162 and CAAP-16-0000163, it appears that the appeals are related to each other and therefore pursuant to Hawai'i Rules of Appellate Procedure (HRAP) Rule 3(b), Appeal Nos. CAAP-16-0000162 and CAAP-16-0000163 are consolidated under Appeal No. CAAP-16-0000162.

IT IS FURTHER ORDERED that the appellate clerk shall assign the merit panel in Appeal No. CAAP-16-0000162 to the consolidated appeal. A copy of this order shall be filed in each of the aforesaid appeals, but thereafter, documents related to these appeals shall be filed by all parties in Appeal No. CAAP-16-0000162.

DATED: Honolulu, Hawai'i, July 26, 2018.

FOR THE COURT:

  
Chief Judge

---

<sup>1</sup> Considered by Ginoza, Chief Judge, Fujise and Leonard, JJ. The merit panel in CAAP-16-0000162 is Ginoza, Chief Judge, Fujise and Leonard, JJ. The merit panel in CAAP-16-0000163 is Fujise and Leonard, JJ, and the former Chief Judge Craig H. Nakamura, who retired as the Chief Judge of the Intermediate Court of Appeals effective February 28, 2018.



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and SHERRI KANE, Pro se  
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII**

LEONARD G. HOROWITZ, an  
individual; SHERRI KANE, an  
individual; ROYAL BLOODLINE OF  
DAVID, a dissolved corporation sole.  
Plaintiffs,  
vs.

STEWART TITLE GUARANTY  
COMPANY; FIRST AMERICAN TITLE  
CO., and DOES 1 through 50, Inclusive  
Defendants

CIV. NO. 16-00666LEK-KJM  
(Negligence; Breach of Duty)

**CERTIFICATE OF SERVICE**  
Pursuant to:  
**PLAINTIFFS' MOTION FOR RELIEF  
PRESENTING NEW EVIDENCE . . .**

JUDGE: Hon. Leslie E. Kobayashi and  
Kenneth J. Mansfield

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 14th day of August, 2018, I served a true and correct copy of the foregoing **PLAINTIFFS' MOTION FOR RELIEF PRESENTING NEW PRIMA FACIE EVIDENCE IN PUBLIC RECORDS PROVING DEFENDANTS' TORTIOUS NEGLECT OF PLAINTIFFS' ONGOING INTERESTS IN THE SUBJECT TITLE AND DEFENDANT STEWART'S LIABILITY UNDER THE POLICY: NOTICE OF NEW CIVIL AND CRIMINAL PROCEEDINGS REFUTING THE MAGISTRATE'S "FUTILITY" FINDINGS** pursuant to CIV. NO. 16-00666LEK-KJM, by the method described below to:

Stewart Title Guaranty Company  
NAKASHIMA CHING LLC  
737 Bishop Street, Suite 2090  
Honolulu, Hawai`i 96813  
Telephone: (808) 784-2090  
Facsimile: (808) 784-2091  
E-mail: jlc@nchilaw.com

☒ Pacer

First American Title Company  
c/o CSC Services of Hawaii  
1003 Bishop Street  
Pauahi Tower, Suite 1600  
Honolulu, HI 96813

☒ Pacer

The U.S. District Court, District of Hawaii  
The Honorable Judge Leslie E. Kobayashi  
Attn: Clerk of the Court  
300 Ala Moana Blvd C-338  
Honolulu, HI 96850

☒ US Mail

---

LEONARD G. HOROWITZ  
Pro se for Plaintiff

*Leonard G. Horowitz and Sherri Kane v. Stewart Title and First American Title.*  
**PLAINTIFFS' MOTION FOR RELIEF PRESENTING NEW EVIDENCE ...;**  
Certificate of Service. CIV. NO. 16-00666LEK-KJM