



October 11, 2018

OPEN LETTER TO PUBLIC OFFICIALS SERVING NOTICE OF PUBLIC DUTY TO RELIEVE SOCIETY OF ORGANIZED CRIME IN HAWAII, BEGINNING WITH A KNOWN DRUG KING PIN, ATTORNEY PAUL J. SULLA, JR., PURSUANT TO COUNTY OF HAWAII TAX OFFICIALS' DETERMINATIONS CONFIRMED BY COUNTY COUNSEL PROMPTING CRIMINAL CHARGES IN HPD CASE #C18009739 STONEWALLED BY PROSECUTORS.

Dear Public Official:

This Open Letter and Notice of Public Duty petitions you as a trusted official to oppose organized crime in Hawaii damaging Americans nationally. This matter concerns the illegal operations of a racketeering enterprise trafficking dimethyltryptamine ("DMT"), a Class I narcotic hallucinogen advertised as the "God molecule" or "new designer LSD" exploding in use among anti-religious groups, college students, and young adults questioning their identities and political realities in this Age of Uncertainty.

On October 9, 2018, a copy of the attached "DEMAND FOR REAL PROPERTY REPOSSESSION ACTION IN LIEU OF GOVERNMENTALLY-DETERMINED THEFT BY FORGERY" was received by the office of the Honolulu Attorney General, now Lt. Gov. Douglas Chin, and Hawaii County Prosecutor, Mitch Roth. These officials have unreasonably, defiantly, and falsely evaded their public duties forestalling the required investigation and prosecution of the widely known "drug kingpin," PAUL J. SULLA, JR. Sulla is charged by Hilo Police Department ("HPD") investigators confirming the aforementioned theft by prima facie forgery discovered by County of Hawaii Tax Department officials in February 2018.

Aside from stealing homes, Sulla is responsible for probably the bulk of DMT trafficking from Hawaii to the mainland according to several sworn witness affidavits, FBI reports, and local DEA confirmations. Nonetheless, despite all of this being known, the prosecutors have delayed the expeditious return of Sulla-stolen properties taken from me and my loved ones. Adding hypocrisy to criminal injury, Sulla is currently using our beautiful inn and spa facilities for illegal drug trade complicit with foreign and domestic agents pursuant to criminal cases #C18009739, C13015256 and the attached evidence. [For years the prosecutors have neglected these concerns and public protection laws.](#) In our case they have neglected HRS § 712-1243 (1985) and HRS § 329-43.5(a)(b) and (d) (Supp. 1990). Mr. Chin and Mr. Roth have a long history of stonewalling expeditious prosecution of Sulla and the return of stolen properties required under HRS §801D-4(3)(6). These prosecutors and court officers under Sulla's influence are directly accountable for much damage to me, my family, ministry, community, and society. Together, we need to do something to reverse this injustice.

In case you are not familiar with [who I am](#), or my four decades of public service, I am a professional investigator and independent medical editor, a drug industry whistleblower, award-winning author and filmmaker, and internationally known humanitarian doctor damaged and dispossessed by Sulla's crime gang in the widely known "drug capital" of Hawaii—Puna/Pahoa. I have carefully recorded these matters as a "Case Study in Neglected Organized Crime in Hawaii" to be published on [JudicialCorruptionNews.com](#) website, supported by [ProSeLegalAide.com](#)—an online service I was forced to develop in bankruptcy unable to afford counsel for five stonewalled cases. Our damages are severe. I have published court proceedings in which Sulla has been protected by several judges in the Third Circuit "Drug Court." My experience here as a victim, witness, and Harvard-trained expert in intelligence gathering and analysis affords me special advantage and heroic opportunity in studying and reporting on organized crime in Hawaii as a public servant for public protection. It is our duty, yours and mine, given our social responsibility under 42 U.S.C § 1986. Alternatively, we are liable for having this knowledge and not acting lawfully with it.

My award-winning scholarship includes the national bestseller, [Emerging Viruses: AIDS & Ebola—Nature, Accident or Intentional?](#) that largely prompted the vaccination risk awareness movement globally. I produced the "Best Film-2016" in London and Geneva competitions titled [UN-VAXXED: A Docu-commentary for Robert De Niro](#), winning two more awards in New York and Los Angeles. Here, we handily vet the "troll-boses" directing legions of online "skeptics" paid to conceal or discredit vaccine risks. In September, my latest film, [SPACEGATE: The Militarization of Sacred Mauna Kea](#), premiered on Olelo Community Television in Hawaii, prior to its scheduled premier in New York City later this month. I am also credited globally as the religious scholar who pioneered "medicinal music" featuring the Catholic Solfeggio "Miracle Note" [528Hz frequency associated with the "key of the house of David"](#) (Isaiah 22:22; Rev. 3:6-8). My suggested tuning is increasingly preferred by masses of "conscious" recording artists internationally.

There are obviously wealthy and powerful special interests behind Sulla in the drug industry who oppose you or I doing anything about this problem we have. And that fact plays into this case given the judicial stonewalling and skyrocketing use of DMT we verify. Sulla's online advertisers pushing the major supply of DMT from tropical Hawaii—the only climate in America ideally suited to grow and traffic the boiled root extract. This is not only a dangerous drug, it is one Big Pharma is heavily invested in, anticipating Sulla's success and the market's maturity.

The stolen Property wherein I did much of this research includes TMKs 3-01:043, 049, 095 and 042. These are labeled on GPS maps as the ["Steam Vent Inn & Health Retreat"](#) in Pahoa. This land is a main tourist attraction. It features Hawaii's only lava-heated steam saunas adjacent geothermal bathing pools. This land and spa property is ideally suited for drug detoxification. Sulla had opened a nearby competing spa facility in 2008. The next year he began tying us up in courts. Sulla's gang-member, convicted drug-trafficker, Cecil Loran Lee, tied us up in state and federal courts earlier. Sulla's enterprise damaged my activism, free and clear use of the Property, and converted through several sham "religious" persons, groups, and companies to now promote "ayahuasca tourism" from our Property. A video evidencing these facts is published online [HERE](#) and described in my letter to Roth and Chin hereto attached.

Sulla's purported "clients," fellow lawyers, and corrupt judges in the "Drug Court" of the Third Circuit Court of Hawaii are responsible for my losses and severe damages to dozens of other citizens who have contacted me over the years to share their heart-wrenching stories about Sulla's alleged crimes, including suspected murders and alleged trust fund conversions. According to the expert

analysis and opinion given me by FBI Special Agent Cecelia A. Kong, “the judges in the Third Circuit are complicit.” A subsequent conversation wherein Kong apologized for the FBI’s inaction is playable [HERE](#). Later, Drug Enforcement Agency (DEA) Special Agent Erwin M. Benedicto in Honolulu, likewise confirmed the neglected public corruption. Benedicto had attempted to “get a buy” to prosecute Sulla. The DEA official was directed by his superiors to stay further action.

Apparently, Sulla’s multiple connections to the CIA affords him “qualified immunity.” The rogue lawyer continues his rampage despite being: (1) Publicly Censured and fined in *Takaba v. Comm’r*, 119 T.C. 285, 295, 2002 WL 31818000, for recklessly defending tax evasion; (2) disqualified for filing false tax return(s) in *United States vs. Bruce Robert Travis*, U.S. Court of Appeals, Ninth Circuit. No. 10-15518; (March 10, 2010)(2007); (3) disqualified again as a witness in CV 14-00413 JMS-RLP based on evidence of foreclosure fraud, money laundering, and property theft. Subsequently, Sulla is alleged to have bribed co-counsel Stephen D. Whittaker and State agents resulting in my denied rights to trial and my ejection from the Property; and (4) Sulla is responsible for the “religious” trust money laundering and tax evasion scheme that resulted in the arrest and conviction of Honolulu’s leading gun dealer in *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 LEK. All three of Sulla’s co-conspirators went to jail. Sulla “walked.”

The newsworthiness, social interest, and judicial accountability is obvious; yet where is the press? SILENT! It is one thing to neglect a presumed “religious practice” as Chin and Roth et. al. have done for years while dismissing Sulla’s string of felonies. It is altogether a different matter to aid-and-abet by willful blindness and silence the felonies of “2<sup>nd</sup> Degree Forgery” for “1<sup>st</sup> Degree Theft” proven by prima facie evidence discovered by the County of Hawaii Tax Department officials in February 2018. As Judge Brandeis noted in *United States ex rel. Bilokumsky v. Tod*, 263 US 149, 154 – Supreme Court 1923. “Conduct which forms a basis for inference is evidence. Silence is often evidence of the most persuasive character.” In this case, the media is paid to stay silent, aiding-and-abetting by willful blindness Sulla’s enterprise and Hawaii’s judicial corruption.

By this Notice and 42 U.S.C § 1986 we are joined by public duty to arrest the villains or at least awaken citizens at risk. Your office must now join me in serving the public’s interest in justice or become liable for the damaging consequences. Your mandate begins with making a reasonable inquiry into the aforementioned allegations and facts, discussing these matters with the prosecutors, giving Mr. Sulla a call; contacting the police, FBI, DEA and ODC investigators; applying your knowledge and resources to administer remedies for public protection and law enforcement. Corrupted judges and stonewalling prosecutors need to be removed from office. An “independent prosecutor” free from “mob influence” is needed in Hawaii and recommended to address these concerns no less important than immigration and port inspection legislation.

I am attaching a copy of the letter I sent to Roth and Chin. Attached to that letter is an Office of Disciplinary Counsel (“ODC”) Complaint. This was filed recently by my partner, Sherri Kane (previously with FOX News, LA). Kane has written extensively about Sulla’s racketeering enterprise. She is published, [HERE](#). Kane and I urge Sulla’s indictment, discipline, license revocation, and prompt trial. Remedies are needed to end this scourge of judicial corruption beyond any taken or proposed by the State’s Ombudsman or at the Supreme Court of Hawaii directed by the Honorable Mark E. Recktenwald cc’d below. Kane had previously petition Mr. Recktenwald to no avail.

History shows we cannot rely on lawyers to police lawyers or remove corrupt judges. The bulk of society’s problems stem from corruption in the justice system and law enforcement. In Hawaii, the façade of justice is evidenced by the low number of legal malpractice lawyers compared with medical

malpractice attorneys. This data evidences institutionalized prejudice, in this case a criminal protection racket. The judicial system is where the “rubber meets the road” in disciplining devil-doers, or alternatively damaging society.

I can be reached by e-mail at: [Editor@MedicalVeritas.org](mailto:Editor@MedicalVeritas.org). Ms. Kane’s contact is [SherriKane@gmail.com](mailto:SherriKane@gmail.com) or 310-877-3002. Our attorney in these matters, Margaret Wille, has requested contact only if needed to confirm the facts as stated; because she is busy with other cases advocating for disadvantaged clients while working as current Chair of the Hawai’i County Democratic Party opposing, among other pressing concerns, corruption in government and law enforcement.

Please reply personally to this Notice and petition of public importance. A customary “form letter” response is improper under the circumstances.

Sincerely yours,



Leonard G. Horowitz, DMD, MA, MPH, DNM (hon.), DMM (hon.)  
Editor-in-chief, Medical Veritas International, Inc.

Cc: M. Wille;	E. O’Hara;	V. Poindexter;
M. Fine;	J. Ruggles;	A. Chung;
D. Ige;	M. David;	S. Lee Loy;
R. Suzuki;	D. Kanuha;	J. Ebato;
M. Hirono;	K. Eoff;	J. Sessions;
C. Hanabusa;	H. Richards, III;	R. Rosenstein;
R. Kouchi;	S. Kaul;	M. Recktenwald;
B. Schatz;	D. Chappell;	R. Matsunaga
T. Gabbard;	T. Nguyen;	
S. Saiki;		





October 4, 2018

RE: OFFICIAL NOTICE & DEMAND FOR REAL PROPERTY REPOSSESSION ACTION IN LIEU OF GOVERNMENTALLY-DETERMINED THEFT BY FORGERY, Criminal Case #C18009739; pursuant to HRS §801D-4(3)(6) protections and expeditious return of stolen Properties—TMKs 3-01:043, 049, 095 affecting also 042.

Prosecutor Mitch Roth and Lt. Gov. Douglas Chin:

I spoke to you Prosecutor Roth on several occasions regarding attorney Paul J. Sulla, Jr. ("Sulla") having stolen my property in Pahoa, HI by forging signatures and manufacturing mortgages, notes, and deeds. I also contacted you Mr. Chin when you were Attorney General, and you referred my complaint back to Mr. Roth. Your subordinates claimed I needed more solid evidence of Sulla's illegal conduct. I now have such evidence courtesy of the County of Hawaii Tax Department, wrongdoing confirmed by Hawaii County Counsel. These government officials determined that Sulla forged a "warranty deed" to my Property containing a land description extracted from the County's warranty deed to me and my ministry issued in 2005. This 2018 discovery proves Sulla illegally acted to expand his previous illegal land grab that dispossessed me, my ministry, and my loved ones from my residence in Pahoa.

The County of Hawaii's corrective action leaves my true and correct Warranty Deeds to the subject Property(ies) the only valid Warranty Deeds on record. So you now need to act promptly to return possession of my Property to me in accordance with State and federal laws, and Hilo Police Department criminal Complaint C18009739 wherein two more investigating officers confirmed Sulla's crime of "Forgery in the Second Degree" and have placed Sulla's prosecution in your lap(s), once again.

This Notice also serves to inform you of supplemental evidence of *mens rea* required for effective criminal prosecution of Sulla. This evidence incorporates public records filed recently with the Office of Disciplinary Council ("ODC") by Sherri Kane, who your records show to be another victim of Sulla's first degree theft of our Property. Ms. Kane, an investigative journalist previously with Fox News in LA, presented the ODC with records and facts proving clearly and convincingly Sulla's criminal *intent*. This *mens rea* is reflected in Sulla's timeline of correspondence with County of Hawaii officials and false filings with the State. These facts show a pattern of willful and knowledgeable deception for first degree property theft. This new evidence in Kane's compilation of public records compounds previous evidence of Sulla's wire fraud, mail fraud, and forgery of the Articles of Incorporation of Sulla's sham "Foreclosing

Mortgagee” submitted to your offices in previous complaints. (A copy of Ms. Kane’s ODC Complaint is attached hereto to support your official duties demanding Sulla’s timely prosecution.)

Additional new evidence demanding prosecution includes Internet publications, photos, articles and videotapes showing the ongoing abuse of our stolen Property by Sulla and his agents evidencing money laundering and drug trafficking. New photos, articles, and videotapes prove by clear and convincing evidence *constructive possession* of our Property for drug trafficking as defined by HRS § 329-43.5(a)(b) and (d), criminalizing “drug paraphernalia.” Sulla and his subordinate, Marc Shackman, are advertising on the Internet the use of our stolen Property for illegal drug “rituals” in violation of these laws. In essence, HRS § 712-1243 (1985) and HRS § 329-43.5(a)(b) and (d) (Supp. 1990) are violated as evidenced by Exhibits 29 thru 33 attached to Kane’s ODC Complaint.

For your information, in 2016 the DEA suspended and then dismissed the Sulla/Shackman drug enterprise in Washington State because no license had been granted their enterprise that was registered as the New Haven Native American Church. (See: Kane’s Exhibit 31.) The U.S. Supreme Court in *Gonzales v. O Centro Espirita Beneficente Uniao do Vegetal*, 546 U.S. 418 (2006) permitted licensed Schedule I narcotic dimethyltryptamine (“DMT” or “hoasca” or “ayahuasca”) importation from exclusively South America by exclusively registered original church officials, not unlicensed Anglos claiming to run a native American church on stolen Hawaii Property. (Exhibit 29-33) Exhibits 30 and 31 show Shackman, after the DEA suspended his Washington operations, forwarding his service of process to Pahoā, HI on September 23, 2016. And Exhibit 32 shows recent photos and video published by Shackman et. al. online evidencing their enterprise’s possession and drug commerce on our stolen Property. Shackman is videotaped sitting in my living room and using our stolen steam spa facility. They are promoting DMT “medicine” “rituals” on the Big Island of Hawaii from our stolen Property. The attached photo below shows an online anonymous Sulla/Shackman advertiser promoting “hoasca tourism” and their DMT “medicine” from our Property. I positively identify their precise location of filming on the path directly below our house seen in the background.



The newsworthiness, social interest, and accountability of law enforcement in these matters are obvious. For years you have both dismissed a presumed “religious practice” and excused Sulla’s malpractices and drug trafficking enterprise. Now the hypocrisy of Sulla’s “religious” protection racket is solidly exposed as a money laundering and property thievery “front”. Further neglecting these facts effectively aids-and-abets by willful blindness Sulla’s officially-confirmed felonies. Given the social interest here, at a time when national news coverage of corruption in religious institutions and the Department of Justice is peaking, I request that you both personally prepare press statements for publication concerning this Sulla matter, stating your positions on the new actions by the County, and your views on prosecuting this case, especially in lieu of Sulla’s refusal to speak with Hilo Police Department investigators and make an official statement on record in his defense.

Neglecting these matters, official duties, and a press statement, along with any further delay in returning our stolen Property, is unconscionable. Such malfeasance would simply compound impressions of impropriety and subject you and your offices to liability.

Justice Brandeis of the U.S. Supreme Court declared in *United States ex rel. Bilokumsky v. Tod*, 263 U. S. 149, 153-154 (1923): "Silence is often evidence of the most persuasive character." Likewise, the Supreme Court in *United States v. Hale*, 422 U. S. 171, 176-177 (1975) wrote, "Failure to contest an assertion . . . is considered evidence of acquiescence . . . if it would have been natural under the circumstances to object to the assertion in question." Sulla, I understand from speaking with HPD Officer Kaneko, refused to defend his actions under investigation. Similarly, Sulla, our court records show, pled the fifth when questioned under oath regarding his drug trafficking operations. For these reasons, and the integrity of your offices, your candid disclosures by official press statements are required and requested at this time. Please prepare and forward your statement(s) to Ms. Kane’s e-mail address: [SherriKane@gmail.com](mailto:SherriKane@gmail.com), and please cc me at: [Editor@MedicalVeritas.org](mailto:Editor@MedicalVeritas.org).

You are further hereby Noticed of your oath and sworn legal, ethical, and official duties to comply with local and federal laws. HRS §801D-4(3)(6) guarantees that you will protect me, Ms. Kane, and our Property from Sulla’s thievery. This law requires your administration to expeditiously return possession of our stolen Property to us.

To expedite this justice, I am currently scheduling to return to the Big Island in the coming weeks at which time I require your dutiful service of protection. I need and demand the same protection by Hilo Police Department officials during my planned reentry and repossession visit. Your presence and assistance is needed and demanded for three reasons: (1) justice demands it; (2) your previous delays, excuses, and neglect, have aided-and-abetted Sulla’s felonies and our damage; and (3) it is unreasonable and unconscionable that a citizen victim under HRS §801D-4(3)(6) would be subject to further harm by Sulla’s mob during a self-help repossession action. For this purpose, I ask that you schedule with me and fellow law enforcers a mutually convenient time for us to repossess our stolen Property, to serve justice most expediently.

Further neglecting or delaying this corrective action is also not a smart option under the law, as we are being damaged, distressed, irreparably harmed, and placed at additional risk by Sulla’s drug enterprise. Society too is being damaged. Your pattern and practice of excusing yourself and neglecting these matters for political expedience, or to gain our attrition, is no longer your best option given the increasing amount of public scrutiny, press coverage, political risks, and judicial

pressures mounting in this case. Silence or inaction shall be judged and disciplined in the court of public opinion as well as the Court of Divine Justice.

Ms. Kane and I can also be reached by phone at 310-877-3002 to schedule our repossession action. Our attorney in these matters, Margaret Wille, has asked that you contact her if needed to confirm the aforementioned facts. In 2016, Ms. Wille filed two separate appeals defending our interests in repossessing our stolen Property.<sup>1</sup> As current Chair of the Hawai'i County Democratic Party opposing corruption in government and law enforcement, Ms. Wille is very familiar with Sulla's enterprise and is standing by to lend your offices assistance.

We expect to receive your timely personal replies to this Notice, and your press statement(s).

Sincerely yours,



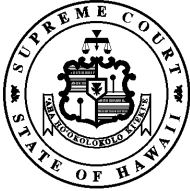
Leonard G. Horowitz, DMD, MA, MPH, DNM (hon.), DMM (hon.)  
Editor-in-chief, Medical Veritas International, Inc.

Cc: M. Wille;	E. O'Hara;	V. Poindexter;
M. Fine;	J. Ruggles;	A. Chung;
D. Ige;	M. David;	S. Lee Loy;
R. Suzuki;	D. Kanuha;	J. Ebato;
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R. Kouchi;	S. Kaul;	
B. Schatz;	D. Chappell;	
T. Gabbard;	T. Nguyen;	
S. Saiki;		

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<sup>1</sup> ICA, CAAP 16-0000162 and CAAP 16-0000163.





Office of Disciplinary Counsel  
201 Merchant Street, Suite 1600  
Honolulu, Hawai'i 96813  
Telephone (808) 521-4591

OFFICE OF DISCIPLINARY COUNSEL  
**COMPLAINT FORM**

*Please carefully read the instructions before filling in this form.*

*If you need more space to answer fully any of the questions on this form, please attach additional pages. Please also provide copies of any documents which you believe may be helpful.*

Date September 18, 2018

(1) Your Name SHERRI KANE

Address 5348 Vegas Drive, Suite 353

Las Vegas, NV

City, State, Zip 89108

(2) Telephone number (       ) \_\_\_\_\_ Home

(       ) \_\_\_\_\_ Work

( 310 ) 877-3002 Cell

(3) Name, address, and telephone number(s) of the attorney(s) you are complaining about (*See note immediately below.*)

PAUL J. SULLA, JR. (SBN 5298)

106 Kamehameha Avenue, Ste. 2A

[and P.O. Box 5258 Hilo, HI 96720]

Telephone: 808/933-3600

Email: psulla@aloha.net

[**NOTE:** If you are complaining about two or more attorneys, and one or more are not associated in the same firm as the others, please submit separate complaints as regarding such attorneys. Example: If you are complaining against three attorneys - A, B, and C - , and two - A and B - work in one firm and the third - C - is not in the same firm as the other two, please submit at least two complaints - one for the two attorneys (A and B) in the same firm, and the other for the attorney (C) who is not associated in the same firm as the other two.]



- (4) Have you or a member of your family complained about this (or these) attorney(s) previously.

Yes X No \_\_\_\_\_ If yes, please state to whom the previous complaint was made, and its approximate date and disposition.

**ODC October 2010** ("This office will not review this matter further without a specific court ruling that Mr. Sulla defrauded you." (Exhibit 1)

**ODC (14-1-019-9162)**, Charlene M. Norris, March 2014 ("In this case, it has been determined that a finding of unprofessional conduct on the part of Mr. Sulla is not supported by clear and convincing evidence.) (Exhibit 2)

- (5) Did you employ the attorney(s) about whom you are complaining? Answer Yes or No and, if "Yes," give the approximate date you employed the attorney(s) and the amount, if any, paid to the attorney(s). (See Paragraph (7).)

No.

- (6) If your answer to #5 above is "No," what is your connection with the attorney(s)? Explain briefly. My partner and I are Sulla's victims. Mr. Sulla forged a set of mortgage, notes, and deeds to steal our property by false filings with the state and the courts; bankrupting us in litigations. He took our paid off mortgage and note and assigned these securities to a fake "church." He extorted us to pay "false debt" we did not owe, then administered a non-judicial foreclosure using this sham church "Assignee" (and keeping himself at "arms length" by using a shill church "overseer," Sulla fraudulently transferred the deeds and title to Sulla's own shell company, Halai Heights, LLC. Sulla's set of forgeries have been recently confirmed by several government officials in the Hawaii County Tax Dept, two Hilo Police Department investigators; and two FBI agents, resulting in ongoing HPD criminal case # C118009739.
- (7) Include with this form (on a separate piece of paper) a statement of what the attorney(s) did or did not do which is the basis of your complaint. Please state the facts as you understand them. Do not include opinions or arguments. If you employed the attorney(s) about whom you complain in this form, state what you employed the attorney(s) to do. Sign and date each separate piece of paper. Additional information may be requested. (Attach copies (not originals) of pertinent documents such as (for example) a copy of the attorney-client fee agreement (if the attorney about whom you are complaining is the attorney whom you employed), cancelled checks or receipts showing payment to the attorney (if the attorney about whom you are complaining is the attorney whom you employed), relevant correspondence, and relevant court documents.)

- (8) If your complaint is about a lawsuit, criminal matter, or administrative proceeding, answer the following, if known:
- a. Name of court or administrative agency (*For example, Circuit Court and name of county, State District Court and name of county and division, U.S. District Court and district, Department of Labor and Industrial Relations (for Workmen's Compensation cases), etc.*)
    - (1) Third Circuit Court of Hawaii (Civ. No. 14-01-0304; and ICA CAAP 16-0000163, recently joined with ICA CAAP 16-0000162); and Civ. No. 3RC11-1-662 (Ejectment action)
    - (2) U.S. District Court, Honolulu (Civ. No. 15 00186JMS-BMK--Admin. stayed pending state cases)
    - (3) U.S. District Court, Honolulu (Civ. No. 16-00666LEK-KJM--Title insurance lawsuit
  - b. Title of the suit or administrative proceeding (*For example, Smith v. Jones or State v. Smith*)
    - (1) Hester v. Horowitz, et. al.; (2) Horowitz and Kane v. Sulla, et. al.; and
    - (3) Horowitz and Kane v. Stewart Title Guaranty Co. and First American Title Co. (4) Lee v. Horowitz
  - c. Case number of the suit
    - (1) Civ. No. 3RC11-1-662 (Ejectment action) and Civ. No. 14-01-0304 (Quiet Title action); original foreclosure case Civ. No. 05--1-0196; and ICA CAAP 16-0000163 and 162; (2) Civ. No. 15 00186JMS-BMK;
  - d. Approximate date the suit was filed
    - (1) June, 2014; (2) May 19, 2015; (3) Dec. 21, 2016; (4) July, 2005
  - e. If you are not a party to this suit, what is your connection with it? Explain briefly.

I am a party or successor-in-interest in the lawsuits listed above.

- (9) Please identify any person(s) who you believe is a witness or might corroborate the allegations in your complaint. Please also provide the contact information for such person(s).

My partner, Dr. Leonard G. Horowitz. Contact: Telephone: 310-877-3002; or  
E-mail: Editor@medicalveritas.org.

- (10) (Optional) Size of the law firm complained about:

_____	1 Attorney
<u>  X  </u>	2-10 Attorneys
_____	11+ Attorneys
_____	Government Attorney
_____	Unknown

*Please sign this form on the line below*

Signature \_\_\_\_\_

Date \_\_\_\_\_

Mail to:

Office of Disciplinary Counsel  
201 Merchant Street, Suite 1600  
Honolulu, Hawai'i 96813

## DECLARATION OF COMPLAINANT SHERRI KANE

I, Sherri Kane, am one of several victims of Sulla's pattern and practice of forging documents for stealing people's properties. Sulla has exhausted my partner and I financially by false filings in the State and in several courts to force us into submission and obtain our three lots of land in Pahoa, HI that features the Steam Vent Spa and Health Retreat--a million dollar property with Hawaii's only lava-heated steam saunas and geothermal warm pools used for detoxification and healing.

My partner, Dr. Leonard G. Horowitz ("Horowitz"), is another victim. He is widely known internationally for outstanding works in natural medicine, films and scholarly writings. He purchased this most valuable home in Pahoa Hawaii on behalf of our Royal Bloodline of David ("Royal") ministry, to establish an international institute. The 2004 sale involved the private seller named Cecil Loran Lee (now deceased). Little did the doctor know that Lee was a convicted drug trafficker, document manufacturer, and part of a large criminal enterprise according to his federal conviction and subsequent litigations with damaged parties. Lee needed money to pay off his federal drug lien and used the property and sale as bait to hookwink and later extort Horowitz, resulting in a series of lawsuits in which Sulla has played key roles.

In 2008, Horowitz and Royal beat Lee's frivolous judicial foreclosure after Lee had our insurance policy cancelled to bring the complaint. Lee's fraud caused Judge Ibarra to rule in our favor and order Horowitz to make a final balloon payment on the mortgage that we made by February, 2009. We also won a 200k jury award in that case since Lee sold us a "commercial property" that was not legally permitted to be used commercially. (**Exhibit 3**-Findings of Fact and Order to make balloon payment.)

Months later, in May 2009, while Lee was on his deathbed and Horowitz was demanding the Mortgage release, Sulla suddenly appeared to claim he was newly representing Lee. On May 15, 2009, Sulla administered an "Assignment of Mortgage" and "Assignment of Note" to a *fake* "church" falsely addressed at 811 Malama Street in Pahoa. (**Exhibits 4 and 5**) That property was owned by Herbert M. Ritke and his son Ron Ritke. Both men admitted in federal court filings that Sulla's purported "client" "Assignee" "Gospel of Believers" church NEVER existed at their house (or in the real world).(**Exhibit 6**) Moreover, Lee's signatures on those securities assignment appear *forged*, presumably by the exclusive Lee-successor real party-in-interest, Sulla. Complicity in this alleged Lee/Sulla criminal enterprise is notary, Collins Tomei. This allegation extends beyond the appearing false signature of Lee, but also because Lee was dying in Arizona around the time Sulla is alleged to have forged Lee's signature in Tomei's record.(**Exhibit 7**) Tomei is also alleged to be complicit in Lee's drug dealing and money laundering enterprise in which Sulla is alleged to be an agent, according to third party victim Philip Maise--a retired Wells Fargo loan officer who administered the Hilo branch at that time. Lee had similarly attempted to defraud Maise and during court discovery, Maise learned about suspicious and large payments Lee made to pay his lawyer(s) through Tomei and his bank.

Compounding criminal evidence of Sulla's *mens rea* for theft of our Property is **Exhibit 8**--Sulla's recorded testimony before Probate Case No. 3L09-000166 on December 12, 2009 (prior to Sulla's 2010 non-judicial foreclosure), stating "Cecil Lee doesn't own anymore; due to [the judicial] foreclosure; no judgment can be enforced and Mr. Lee is certainly out of it." Indeed, Lee lost everything to us, and even owed judgment debt to Horowitz et. al. following the jury verdict in Civ. No. 05-1-0196. (**Exhibit 3**) Sulla purposely concealed from the Probate court **Exhibits 4 and 5**. Sulla had secretly converted Lee's loss and remaining debt to Horowitz into a \$350,000 "false debt" owed to Sulla's fake church and strawman, Jason Hester, as **Exhibits 4 and 5** show. Soon after, Sulla demanded we pay this false debt or lose our Property to his non-judicial foreclosure despite:(1) our mortgage release notices and mortgage release law HRS §506-8; (2) the 0196 judicial foreclosure being decided in our favor; and (3) 0196 being in appeal for deficiency judgement still owed us.

Sulla neglected that we *rightfully* used our 2008 jury award of 200k to supplement our final balloon payment on the Mortgage and Note to comply with Judge Ibarra's order to pay the full amount due and owing, which we did by February 27, 2009. Sulla could have and should have filed a deficiency claim in that first filed ("res") case, but Sulla would not be deterred by ethical duty in his alleged theft scheme. Violating untimely HRCP Rule 50, Sulla influenced Ibarra to vacate that jury award used as a judgment credit. Corrupting the court and due process, Sulla argued that Lee's fraud had not been pled "with particularity" by our attorney, John Carroll. This "technicality" was used unconscionably to vacate our jury award by motions made months too late after the jury decided. This matter of judgment credit is still in appeal in ICA CAAP 16-0000162, and affects the related appeal CAAP 16-0000163.

Sulla defended all of his alleged crimes against us since 2009 by neglecting this yet to be decided matter. The law does not permit either Sulla, or Sulla's alleged "clients," to be the beneficiaries of Judge Ibarra's yet to be decided errors. Sulla's foul play, *mens rea*, and malicious mischief is especially evidenced by Sulla's own admission in Probate court as shown in **Exhibit 8**. "Lee is certainly out of it," Sulla stated, predating Sulla's non-judicial foreclosure and precluding the Seller's right to foreclose again (for a second time) with no remaining interests in the Property. Sulla purposely concealed his assignments of Lee's interests to the sham "Assignee" "Gospel of Believers" church that were clearly and convincingly fraudulent. Sulla's concealed assignments are central to Sulla's theft scheme and pattern of forging, altering, and manufacturing documents for unjust enrichment. Sulla's chain of records show his subsequent fraudulent assignees, "Jason Hester" (Lee's purported "grandnephew") and Halai Heights, LLC ("HHLLC")--Sulla's sham company--as our Property owners from 2010 until the County of Hawaii tax officials discovered Sulla's forgery of warranty deed in February, 2018.

Sulla's pattern and practice of filing forgeries with the State and courts to steal our Property is unveiled in new *prima facie evidence* showing Sulla's forged a whole set of mortgages, notes, and deeds. These criminal malpractices were discovered and condemned first by the County of Hawaii Tax Department. Then Sulla's set of forgeries was corroborated by Hawaii County Counsel, and later by senior Hilo Police Department investigators in February-March, 2018. **Exhibit 9** shows Lisa Miura's tax office Notice to Sulla regarding this discovery of Sulla's forgery evidencing invalid warranty deed making. County counsel confirmed that "the transaction/legal description of the warranty deed from Jason Hester to Halai Heights, LLC" that Sulla manufactured, had misappropriated land described in the County's Warranty Deed to us (i.e., Royal/Horowitz). "[I]t appears Jason Hester did not have clear title to the legal description utilized in this document" Miura wrote rebuking Sulla for attempting to steal/convert ownership of our central road access to our Property. This County road "Remnant A" forgery by Sulla compelled the ongoing criminal case C18009739 in which a senior Hilo police investigator charged Prosecutor Mitch Roth with indicting Sulla for "Forgery in the Second Degree."

Raising evidence of conspiracy in a *judicial racket*--a corrupt enterprise involving fellow "brother" Bar members complicit in maliciously prosecuting us victims to burden our lives and steal our Property for Sulla's theft scheme, that "Remnant A" land description was also "erroneously" substituted for Royal's true and correct Warranty Deed by Gary Dubin's subordinate lawyer, Benjamin Brower in Civ. No. 3RC-11-1-662 in 2011. Dubin/Brower's false filing with the Court in that Sulla-instigated ejectment action favored Sulla and extended our damages. This fact is evidenced by Horowitz's e-mail of Nov. 21, 2011 to County of Hawaii Assistant Prosecutor, Rick Damerville. (**Exhibit 10**) Therein, Horowitz wrote: "

***Ben Brower was just fired by Dubin for violating the many HRPC rules I averred. He also screwed up our filing of Motion to Dismiss (besides being untimely), by exclusively filing the County of Hawaii's road remnant . . . Brower neglected to file my Warranty Deed on the main lot. So Dubin fired him, and he was replaced by a more competent attorney, Peter Stone. However, now I need to put up with Sulla's fraud, eviction harassment, and various criminal acts for several more months.***



Material to this ODC Complaint and related criminal investigation of Sulla's alleged criminal enterprise in land theft and money laundering through sham religious entities and shell companies, on July 16, 2018, County of Hawaii officials provided new discovery—Sulla's April 27, 2017 letter to the CoH Director of Public Works. Compelled by criminal investigation C18009739 and the Freedom of Information Act, CoH's April 27, 2017 record provides clear and convincing evidence of *mens rea* in Sulla's conversion scheme involving the Remnant A property. Sulla wrote the County to convert our Property to his new shell company—HHLLC. (**Exhibit 11**) Sulla's correspondence 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 that Remnant A, presumably privatizing that Remnant A land. (**Exhibit 12**) In that State-filed Sulla-forged mortgage, Sulla knowingly misappropriated that "PARCEL SECOND" (Remnant A) land description (on **Exhibits p. 37**) 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. Sulla misappropriated this land description from the County's Warranty Deed granted Royal. (**Exhibit 13**) Officials discovered that Sulla forged "Hester's" Warranty Deed in an effort to consummate the conversion of all of our neighboring lots to Sulla's HHLLC. (See: Doc. No. A-60960740; filed Sept. 9, 2016 in **Exhibit 14**. See especially Exhibits page 50 for the misappropriated Remnant A substitution for the 043 land description in the original Warranty Deed to Royal/Horowitz shown in **Exhibit 15**.)

Compounding evidence of *mens rea* and deceit is found in Sulla's e-mail to a CoH official on October 13, 2017. Sulla states: "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 in Sulla's forgery. (See **Exhibit 13**; i.e., the Warranty Deed from the CoH to Royal filed in 2005.) Sulla hijacked our true and correct Warranty Deed land description as the source of Sulla's PARCEL SECOND land description shown in his April 26, 2017 mortgage filing. (**Exhibit 12**)

Sulla's *mens rea* is also corroborated by his additional statement on October 13, 2017, "This lot apparently was not included in the foreclosure." (**Exhibit 17**) If it wasn't included in the foreclosure, Sulla's admission affirms his foreknowledge that his misappropriation of this land description in the forged Warranty Deed was done with scienter.

More corroborating evidence of Sulla's *mens rea* is shown in **Exhibit 19**—Sulla's "Mortgage Loan Note" to Hester filed with the State on June 14, 2011 as Doc. No. 2011-093773. This Sulla filing bears the true and correct 043 land description. (Captioned "ITEM II" in **Exhibit 19** pp. 81-82.) Sulla replaced that land description in 2016 and 2017 in two more false filings containing the misappropriated Remnant A land description. These forgeries are shown in Sulla's forged Warranty Deed **Exhibit 14** (See Exhibits pg. 50.) as well as in **Exhibit 12**—Sulla's Mortgage loan to HHLLC. (Exhibits p. 37)

This mass of corroborating evidence of forgeries and fraud for theft shows Sulla manufactured his Mortgage interest in the Remnant A by forgery on April 26, 2017. (See **Exhibit 12**.) Sulla also forged HHLLC's Warranty Deed of September 9, 2016 (**Exhibit 14**) with Sulla knowing Hester and Seller Lee had both lost the 049 and 043 parcels in the 049 case Final Judgment in our favor in Civ. No. 05-1-0196. (Recall "Lee doesn't own anymore," Probate record shown in **Exhibit 8**.)

Sulla's apparent motive for this latest discovered set of forgeries is the fact that Sulla knew that the 043 lot was not accessible without Remnant A's conversion by privatizing that land. Sulla realized he needed to convert this Property from Royal to Sulla's own company HHLLC in order to consummate his theft scheme. Sulla also knew that the landlocked 043 lot was not even valuable or accessible without Remnant A.

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 secure Hester's purported debt to Sulla. This false filing consummated Sulla's fraudulent foreclosure and transfer of our Properties to accomplish first degree theft by forgery of Warranty Deed of September 9, 2016. (**Exhibit 14**) This scheme provided exclusively Sulla with unjust enrichment, not Hester or even HHLLC.

Sulla's willful intent to defraud the State, the courts, the police and prosecutors to steal our 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). (See **Exhibits 20 and 21**.) Wille's filing was GRANTED on March 4, 2016. (**Exhibit 22**) That Fifth Amended Final Judgment not only DENIED foreclosure depriving Sulla/Lee's sham successor Hester (and Gospel of Believers and/or HHLL) their property theft, but also made Hester a *judgment debtor* to Royal/Horowitz. So obviously, Sulla quickly formed HHLLC one week later, after Wille's and the court's decrees that would deprive Sulla of his unjust enrichment. Sulla then acted to *fraudulently transfer* Hester's interests saddled with liability and loss of the Property to secure Sulla's mortgage interest filed on June 14, 2011. (See: **Exhibit 19**.)

Sulla's defense consists of repeatedly neglecting Lee's lost interests in Civ. No. 05-1-0196, or rationalizing Sulla's subsequent white collar crimes. Sulla flippantly belittles and dismisses allegations of fraud. Sulla's defensive filings before numerous courts assert he has never been convicted of any crimes, which is true, but speaks horribly about the integrity of the local courts, both state and federal.

### **Lawyers Who Aided-and-Abetted Sulla**

The attached evidence exhibited shows Sulla conspired with other lawyers in his efforts to defraud and damage us. Sulla worked in secret pacts with fellow Bar members since 2009 to exhaust us financially and emotionally, to gain our attrition and submission. These include the following local lawyers who supposedly defending us against Sulla: Gary Zamber, John Carroll, Gary Dubin, and Dubin's subordinates Benjamin Brower. Our best representation has come from Margaret Wille. Only Dubin's subordinate Peter Stone and Margaret Wille competently defended us against Sulla's enterprise in judicial corruption. Sulla and Dubin's corrupted courts primarily caused our victimization by fraudulent foreclosure and ejectment from our Property.

**Gary Zamber** represented Dr. Horowitz in the past in other cases and was Royal's legal advisor when Sulla appeared in 2009. It was Zamber who referred us to Gary Dubin claiming he--Zamber--could not defend us further due to an already overburdened case load. Zamber never disclosed that he was Sulla's business partner in large real estate deals, co-served clients with Sulla, and operated their two offices in the same small two office building. (**Exhibit 23**) Zamber agreed to help our defense attorney, John Carroll, after Carroll's incompetence was discovered and complained about by Dubin. For instance, Carroll failed to appear in our Probate case against Sulla. Therein, as mentioned, the court ruled in Sulla's favor as a result of Sulla stating that "Lee doesn't own anymore . . . and . . . is certainly out of it." The court then dismissed our pleadings for a Mortgage Release. (**Exhibit 8**) Zamber's e-mail to Horowitz on February 18-19, 2010 (**Exhibit 24**) shows our contract with Zamber. It states: "Gary Zamber Contract; Re: John Carroll Not Answering" in the Subject Line.

**Gary Dubin's** e-mails of April 16-17, 2010, three days before Sulla committed the fraudulent non-judicial foreclosure auction, evidences two important facts: (1) At this time Dubin repeatedly evaded clear correspondence regarding his commission to stop Sulla's foreclosure auction by injunction. Instead, Dubin wrote evasively-worded misrepresentations that **he would be filing for an injunction against Sulla's non-judicial foreclosure**. And also that Dubin expressed frustration that John Carroll was not cooperating. The Subject Line of **Exhibit 26** states "Fwd from John Carroll re: [I]NJUNCTION DATE FORECLOSURE AUCTION;" and (2) "[Carroll]" is impossible to deal with. Gary" (Exhibits pg. 111.)

Sulla was aided-and-abetted by Zamber, Dubin and Carroll who did nothing to stop the non-judicial foreclosure as Dubin and Carroll were contracted to do and pledged to do. Also Dubin and Brower aided Sulla's lawfare racket by having Brower file an erroneous substitution of the County of Hawaii's Warranty Deed to Royal/Horowitz in place of the true and correct Warranty Deed issued by Island Title Co. identifying the correct Property Sulla was foreclosing. Dubin's and Brower's Remnant A Warranty Deed switch in Brower's court filing occurred in Sulla's earliest ejectment action, Civ. No. 3RC-11-1-66. Sulla knowingly filed this alleged malicious prosecution in the "wrong court"--the District Court that is unable to adjudicate title disputes. Sulla obviously knew this was the "wrong court" as a 40-year veteran lawyer. And Sulla's "mistake" and Dubin/Brower's "mistakes" were not really mistakes. They were contrived to extend lawfare. This pattern and practice of delaying and corrupting our "due process" infers intentionality to compound delays and financially-damaging malicious prosecutions against us. This most reasonable conclusion is corroborated by the fact that Horowitz and I had passionately instructed Dubin and Brower to *never* negotiate with Sulla in lieu of Sulla's evidenced criminal actions and untrustworthiness. Nonetheless, both Dubin and Brower disregarded our, especially Horowitz's, express direction. Both Dubin and Brower had a meeting of the minds secretly with Sulla via telephone conference(s). Dubin then e-mailed us defending Brower and Sulla's efforts to extend our malicious prosecution and financial damage. Dubin wrote on September 26, 2011 "I would therefore be agreeable to a two-year continuance of the present state district court proceeding if Sulla wanted it." (See **Exhibit 27**.)

I replied, "why do we want this hanging over our head for two more years?"

This evidence infers judicial corruption aiding-and-abetting Sulla's and Dubin's "judicial racket" involving subordinate lawyers. The aforementioned facts documented in **Exhibits 8, and 23 thru 26** provide clear-and-convincing evidence that Sulla was aided-and-abetted in conducting the fraudulent foreclosure by lawyers, including Stephen Whittaker, who acted willfully-blind to Sulla's forgeries. These lawyers neglected their duties to report Sulla's crimes to the ODC and law enforcers; while each of these complicit parties were contractually commissioned and obligated to stop Sulla's auction or ejectment actions by filing for injunctive relief.

Sulla is alleged to have bribed fellow attorney Stephen D. Whittaker (2191) to carry out Sulla's sham "Quiet Title Ejectment Action" that dispossessed us without a trial on the merits in Civ. No. 14-1-0304 (currently under appeal). Sulla, by and through Whittaker, influenced Judges Ronald Ibarra, Elizabeth Strance, and Melvin Fujino in this single 0304 case to deprive us of our standing, adjudication on the merits, and Property rights. Sulla's alleged criminal enterprise includes his clearly complicit lawyers Dubin and Brower, Zamber and Carroll, and Whittaker.

Where is the law and rules of professional conduct in all of this? Hawaii Rules of Professional Conduct Rule 8.3(a) requires lawyers to report the illegal activities committed by other lawyers. Dubin, Brower and Whittaker neglected to report Sulla, but instead aided-and-abetted Sulla's scheme to financially exhaust us to steal our Property to benefit their enterprise.

Compounding evidence of Sulla's alleged judicial enterprise abusing processes and courts like "lawfare," Sulla directed his subordinate counsel James Carey to file the identical Quiet Title ejectment action in the identical "wrong court"--the Freitas District Court-- that had earlier dismissed the aforementioned Civ. No. 3RC-11-1-66. That is, Freitas was forced to hear Sulla's complaint again, and dismiss it again, in Civ. No. 3RC 14-1-466 for the same reason he dismissed 3RC-11-1-66. All of this was perpetrated against us with no compensation for our damages, fees, or costs. What a racket!

### **Compounding Evidence of Sulla's Alleged Criminal Enterprise**

Sulla's alleged theft of our Property is monetized by more than laundering Sulla's unjust enrichment through Sulla's sham HHLLC. Sulla has purportedly "sold" our Property to Sulla's complicit agent, Marc Shackman, according to statements Shackman made to two third parties in addition to Internet publications. (See: Exhibits **29 thru 33**.) Sulla and Shackman are evidenced using the Property for attracting people to consume the illegal narcotic hallucinogen dimethyltryptamine ("DMT"). Some of their consumers have gone online to advertise via videos Sulla's and Shackman's "hoasca retreats" they are illegally conducting on our Property. The stolen Property, again, is Hawaii's best natural drug detoxification possession. It features the lava-heated steam rooms Dr. Horowitz built that Shackman is photographed using in **Exhibit 32**.

Sulla's predecessor in interest, Sulla's purported "client," Cecil Lee, was convicted of trafficking drugs from the same Property. This fact lends support for the allegation of criminal enterprise. Sulla and Shackman are currently in possession of our Property, and are evidenced by online publication(s) and advertisements proving *constructive possession* by Sulla and Shackman of drug in violation

corroborated by several recorded interviews in our possession, of manufacturing, distributing, and promoting the illegal Class I narcotic DMT. **Exhibits 29 thru 33** prove by clear and convincing evidence *constructive possession* of "drug paraphernalia." (See: HRS § 329-43.5(a)(b) and (d).) Sulla and Shackman's abuse of our Property for illegal drug "rituals" violates Hawaii laws (HRS) § 712-1243 (1985) and HRS § 329-43.5(a) (Supp. 1990).

In 2016, the DEA closed down the Sulla/Shackman drug enterprise in Washington State because no license had been granted their enterprise registered as the New Haven Native American Church. The Supreme Court in *Gonzales v. O Centro Espirita Beneficente Uniao do Vegetal*, 546 U.S. 418 (2006) permitted licensed DMT importation from exclusively South America by exclusively registered original church officials, not unlicensed Anglos claiming to run a native American church. (**Exhibit 29-33**) **Exhibits 30 and 31** shows Shackman, after the DEA shut him down, forwarding his service of process to Sulla's territory, Pahoa, HI on September 23, 2016. Pahoa is where our house is. It is public knowledge that Pahoa serves as Hawaii's (and one of the mainland U.S.'s) leading methamphetamine and marijuana trafficking centers. Shackman currently resides and promotes trafficking DMT/ayahuasca from our stolen Property. **Exhibit 32** shows Sulla's appointee sitting in our house and using our steam bathhouse. These two men are currently operating our house for "hoasca retreats." Their gang is promoting "Hawaii ayahuasca tourism," and the "Pele's Breath detoxification spa." In other words, Sulla and Shackman are using our stolen Property as a "drug house," legally defined as "drug paraphernalia." See: HRS § 329-43.5(a)(b) and (d).

*State v. Mundell*, 822 P.2d 23 (1991) decided, "the legislature intended to impose penal sanctions for constructive as well as actual possession of contraband items. . . To support a finding of constructive possession the evidence must show 'a sufficient nexus between the accused and the drug to permit an inference that the accused had both the power and the intent to exercise dominion and control over the drug.'"

The attached **Exhibits 29 thru 33** present clear-and-convincing Internet publications showing a *certain nexus* between Sulla and Shackman on our stolen Pahoa Property, where they are using and advertising the illegal drug DMT and its availability in the unlicensed medical practice of "journeying" on, in, or through our Property. This is more than a mere "inference that the accused had both the power and the intent to exercise dominion and control over the drug [DMT]."

Sulla audaciously defended himself by misrepresenting the legality of his illegal practice to defend himself and his drug enterprise in our federal court case against him, in CV15-00186 JMS-BMK as shown in **Exhibit 33**. Sulla wrote grossly misrepresenting the U.S. Supreme Court's decision in *Gonzales*, "While not at all relevant to the case," Sulla wrote, "Plaintiffs allege unlawful church activities . . . , referring to a religion that the U.S. Supreme Court has already evaluated and found to be protected under the U.S. Constitution in *Church of the Holy Light of the Queen v. Mukasey*, 615 F. Supp. 2d 1210 (D. Ore. 2009), "guided by the unanimous decision of the United States Supreme Court in *Gonzales v. O Centro Espirita Beneficente Uniao do Vegetal*, 546 U.S. 418 (2006)(holding that the federal government could not ban the Daime tea when used for religious purposes)." Sulla's defense evades the "subject to reasonable conditions" imposition of the courts. This prohibition includes violations of licensing laws prohibiting the unlicensed manufacture and/or trafficking of the DMT drug to the general public and/or to non-church members. This was forbidden by the *Gonzales* decision.

How does Sulla launder his drug money? According to 2015 federal data from 28 High Intensity Drug Traf-



ficking Areas in America (HIDTA's), based on Oregon DMT seizures, DMT trafficking to the mainland U.S. has exploded since the aforementioned Oregon court decision. Approximately 1,400,000 doses were available between 2010 and 2013; with a street price per dose of \$20. That yields \$28 million industry wide consumption. According to multiple sworn affidavits from Sulla's "church" workers and witnesses, corroborated by my recorded interviews with witnesses and officials, *Sulla's Big Island enterprise is the leading supplier of DMT "hoasca tea" or its ingredients to this rapidly growing international market.* \$28 million buys a lot of influence. Under these circumstances, given the facts, it is unreasonable to neglect Sulla's forged Warranty Deed conveying our Property from Hester to HHLLC for the reported sale price of \$450,000. (**Exhibit 34**; see pg. 132 for September 6, 2016 purported "sale" attached to this forged Warranty Deed.) It is most reasonable to conclude under these circumstances, given Sulla's pattern and practice of forging documents and assigning interests from one sham entity to another, that Sulla's reported \$450,000 payment to Hester never happened; or if it did, Sulla laundered his drug money to pay Hester for our stolen Property.

Hawaii Revised Statutes (HRS) § 712-1243 (1985) prohibits Sulla's and Shackman's "hoasca commerce." This law's case notes states that the "[l]egislature intended to impose penal sanctions for constructive and actual possession of contraband items. 8 H. App. 610, 822 P.2d 23 (1991)." This law also makes clear that the use of our stolen Property by Sulla or Shackman and Sulla's sham religious organizations and/or companies is *forbidden* as a "tripping device"--a retreat center attracting and accommodating users of DMT, much like possession of a smoking device for methamphetamine use is criminal.

HRS § 329-43.5(a) (Supp. 1990) compounds the Class C felonies Sulla is alleged to be committing by illegally possessing and using our Property for his drug dealings. This law prohibits possession "with intent to . . . conceal, . . . ingest, inhale, or otherwise introduce into the human body a controlled substance in violation of this chapter."

HRS § 329-43.5(b) prohibits the possession of our stolen Property as paraphernalia, being used "knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body" the controlled substance DMT.

HRS § 329-43.5(d) prohibits Sulla's and Shackman's fellow "church" members from advertising "in whole or in part, . . . to promote the sale of objects designed or intended for use as drug paraphernalia"--in this case our health retreat and steam vent spa Property.

### **Supplemental Evidence of Sulla's Pattern and Practice of Forging Legal Records**

To further confirm Sulla's pattern and practice of forging public records, including securities assignments, mortgages, notes and deeds (besides Sulla's Warranty Deed to our Property discovered forged and voided by County of Hawaii officials [**Exhibit 9**]), we hired one of the nation's top handwriting experts. Beth Chrisman's analyses confirmed Sulla's pattern and practice of forging or "altering" legal records. Chrisman confirmed two additional sets of Sulla forgeries. The most important being Sulla's forgery of Lee's Articles of Incorporation of the "Foreclosing Mortgagee"--the "Gospel of Believers" church. (**Exhibit 35**) Sulla is alleged to have bribed attorney Stephen Whittaker to aid-and-abet Sulla's theft scheme by remaining willfully blind to this evidence of forgery, and Sulla's manufacturing of this sham "Foreclosing Mortgagee." This obvious second set of forged documents also provides prima facie evidence of wire fraud. Sulla bribed Whittaker to neglect these facts. Sulla had faxed these "not authentic" documents to the State's DCCA on May 26 and May 28, 2009 as stamped on these records. (**Exhibit 35**) We Noticed Sulla's bribed subordinate, Whittaker, about these felonies before he advanced the quiet title and ejectment action, Civ. No. 14-1-0304. Sulla's disqualification in that case caused Sulla to pay Whittaker, since Sulla's "client" Hester was financed by Sulla to cause our ejectment and take possession of our Property by Sulla's wrongful non-judicial foreclosure.



A third set of Sulla manufactured documents showed forged signatures of process server Robert Dukat on Sulla-served ejectment notices placed on our gate. This forgery was corroborated by Chrisman's analysis in **Exhibit 36**. Sulla is alleged to have bribed Dukat, like he did with Whittaker, to prompt Dukat's complicity.

Sulla had first made the false claim that his "Foreclosing Mortgagee"--Jason Hester, was the Seller's "nephew." So we also hired a PI to investigate any relationship between Hester and Lee and found there was none. Sulla then changed his story and claimed that Hester was Lee's "grandnephew." Lee had four sisters, one with whom Lee chose to die at her home in Arizona. Seller Lee also had one son, but left no will. Hester was never entitled to be Lee's heir, or even valid successor-in-interest according to Hawaii probate rules and laws. Sulla also having admitted in our Probate case that Lee had lost the Property to us in the judicial foreclosure, should have triggered Sulla's compliance with Hawaii Rules of Professional Conduct, Rule 1.2(d) and (e); meritorious claims Rule 3.1; and candor Rule 3.3(2) and (3) when Sulla failed to disclose that Lee's Probate Property interests had been criminally converted by Sulla's Assignments of Mortgage and Note into Sulla's sham Gospel of Believers church. This untruthfulness in Probate also violated HRCF Rules 4.1(a) and (b); while Sulla's fraudulent Assignments and three sets of Sulla forgeries also violated HRCF Rule 8.4(a)(b) and (c). These Rule 8.4 violations extend to Sulla's subordinate, allegedly bribed lawyer, Whittaker as aforementioned.

It was extremely easy for Sulla to steal our Property in the Third Circuit Court in violation of these ethics rules and multiple criminal laws. We never got a trial, nor due process, or court discovery. Sulla just made the false claim of mortgage default and non-judicial foreclosure. Whittaker repeated the same falsehoods after replacing Sulla when Sulla was disqualified in Civ. No. 14-1-0304 from representing Hester (by federal judge Richard L. Puglisi prior to remand). No questions were asked of Sulla or Hester thanks to Whittaker's allegedly bribed influence.

It did not matter that Sulla forged crucial documents and Hester had no standing. Nor did it matter that Sulla concealed himself as the real party of interest as Hester's mortgagee. It did not matter that Hester never filed one affidavit, and never appeared in court. Sulla paid Whittaker to appear in court with a Hester *imposter*! The tag team's imposter courted a fake "Hester's family" that we photographed as more criminal evidence available on request.

Finally, Sulla created a shell LLC, called Halai Heights ("HLLC") on February 1, 2016, and committed his final fraudulent deed transfer to this sham company to complete his pattern and practice of forging records to commit alleged thievery for purportedly "religious" entities--Sulla's signature schemes of moving money and/or property through sham "church interests" for converting property and laundering the proceeds. (**Exhibit 20**)

Sulla's pattern and practice of committing "religious" trust schemes was best recorded by federal Judge Leslie Kobayashi in *USA v. Arthur Lee Ong*; CR. NO. 09-00398, on March 6, 2012 in Order Denying Defendant Arthur Lee Ong's Motion for Judgment of Acquittal. ("Defendant's own testimony at trial established that . . . Defendant retained Mr. Sulla to create various trusts in order to reduce his taxes. . . . During the Government's case, it presented evidence that Defendant conspired with others to evade his own personal income taxes through the use of sham trusts set up with the assistance of Mr. Sulla, his attorney. . . . Mr. Sulla set up Defendant's trust system. In an opinion letter to Defendant on May 6, 1990, Mr. Sulla stated: "Secondary to this estate plan planning concern, was your objective to reduce your income taxes." [Gov't Exh. 24GG, at 1.] It states: "Your trusts, properly established, should be able to withstand an attack by troublesome litigants, creditors, or even taxing authorities. . . ." [Id. at 2.] The witness testimony and documentary evidence presented at trial support the conclusion of the sham nature of the trust system set up by Mr. Sulla, and the finding of Defendant's knowledge thereof. The government may prove a conspiracy by circumstantial evidence that the conspirators acted together in furtherance of a common goal. *United States v. Kiriki*, 756 F.2d 1449, 1453 (9th Cir. 1985)."

On May 27, 2016 Honolulu's Real Estate Commissioner asked Ong to explain what occurred to cause Ong's conviction. Ong "explained his attorney [Sulla] established an irrevocable trust and Mr. Ong's mother was the original trustee. His attorney wanted to transfer the assets of the trust to the attorney's Hong Kong trust company and the attorney would pay Mr. Ong out of the Hong Kong trust. The [Sulla controlled] trust was to send income to charities and the income was taxable as unrelated business income. The taxes from the trust were not paid [under Sulla's scheme, and subsequently], his attorney filed a complaint against Mr. Ong [with Treasury agents], and due to [Ong] being the successor trustee he was found guilty."

A third example of Sulla's crafty pattern of converting property, including cash, through sham trusts involved the Stanley M. Zedalis's trust fund hijacked by Sulla's alleged judicial racket reported by retired police investigator James Benish in his Affidavit to advance a grand jury investigation of Sulla and complicit officials. In Benish's words:

It is alleged by the Zedalis family (actual trust administrators) that Sulla and the two sisters Mary Ann Jolin and Llian Zedalis committed forgery, fraud and kidnapping to accomplish obtaining a certified check for \$200,000 issued by the San Diego Credit Union. The check was in the name of an old dead trust established in 2009 but cancelled. The Trust was the Stanley M. Martha B. Zedalis Living Trust. Your Affiant states that it's alleged by Macia Zedales Maire that . . . Mary Ann Jolin belongs to one of Sulla's religious organizations and as a member was recruited by Sulla as a client. . After Stanley Zedalis died [and Sulla's alleged co-conspirators hijacked the trust fund], the family desired to transport his body . . . where his wife was buried, but Paul Sulla Jr. petitioned the court to stop the transportation of body of the deceased, and demanded the court allow the body to be cremated in Hawaii.

In other words, Sulla defrauded Horowitz and Ong at the same time, in 2009, by manufacturing sham religious trusts to convert his victims' wealth to Sulla's own, much like Sulla is alleged to have done in the Zedalis case. Sulla's indemnification from prosecution for master-minding the aforementioned three money laundering schemes also evidences a pattern and practice of law enforcers neglecting their duties, including judges under Sulla's influence,

Not long after Sulla converted our Property, Hester went into hiding and Sulla positioned Marc Shackman in our stolen home, claiming Shackman was a new buyer. Sulla told Shackman that he can purchase our Property by paying Sulla payments over time, since Shackman has no money.

Given the aforementioned facts, including the prima facie evidence of Sulla's forgery of HHLLC's warranty deed opposed by County of Hawaii officials, ethical-dutiful prosecutors and disciplinarians can no longer reasonably justify inaction by claiming "insufficient evidence." This repeated excuse would be factually frivolous and clearly baseless under these circumstances. See, e.g., *Neitzke v. Williams*, 490 U.S. 319, 327 (1989) (a claim is factually frivolous if it is "clearly baseless"); see also *Denton v. Hernandez*, 504 U.S. 25, 33 (1992) (explaining that "a finding of factual frivolousness is appropriate when the facts alleged rise to the level of the irrational or wholly incredible."); *Edwards v. Snyder*, 478 F.3d 827, 829-30 (7th Cir. 2007) (indicating that a claim is factually frivolous if its allegations are bizarre, irrational, or incredible). It would be utterly "bizarre, irrational, or incredible" to aid-and-abet Sulla by willful blindness to the public record evidence that is massively indicting. Further Sulla indemnification from prosecution under these circumstances will be societally scrutinized damaging public confidence in the integrity and impartiality of the judiciary." *Code of Conduct for U.S. Judges*; Canon 2(A).

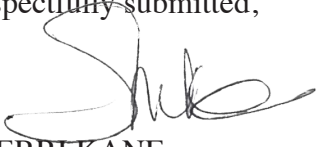
Our attorney, Margaret Wille is well qualified and has consented to corroborate our allegations noticed herein.

Our neglected rights to due processes and neglected governmental protections and officials duties under the federal Victims Rights Act, compounds our damage and severe distress from previous disciplinarians neglecting to prevent Sulla's malpractices from damaging us further. And there are many more Sulla-victims with whom

we correspond.

Respectfully submitted,

DATED: Rockport, MA; Sept. 25, 2018

A handwritten signature in black ink, appearing to read 'Sherril Kane', written over the word 'submitted'.

SHERRI KANE,  
Complainant

# APPENDIX: INDEX OF EXHIBITS FOR ODC COMPLAINT AGAINST PAUL J. SULLA, JR.

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Office of Disciplinary Counsel  
1132 Bishop Street, Suite 300  
Honolulu, Hawai'i 96813  
Telephone (808) 521-4591  
www.odchawaii.com



Chief Disciplinary Counsel  
Janet S. Hunt, Esq.

Deputy Chief Disciplinary Counsel  
Yvonne R. Shinmura, Esq.

Assistant Disciplinary Counsel  
Thomas F. Robertson, Esq.  
Charlene M. Norris, Esq.

Supervising Investigator  
Claude K. Carvalho

Investigators  
Fred Oishi  
George Elerick  
Clinton K. Billington  
Kori E. Anderson

October 15, 2010

CONFIDENTIAL

Mr. Leonard G. Horowitz  
13-3775 Kalapana Highway  
Pahoa, Hawai'i 96778

Dear Mr. Horowitz:

This will acknowledge receipt on October 13, 2010, of your letter, and attachments, dated October 12, 2010.

For your information, this office has no jurisdiction over court rulings, whether in your favor or against you.

This is a civil matter and you must first litigate this matter in the court system. If the court finds attorney misconduct in this case, then this office will investigate the misconduct. At this point, your complaint is only based upon evidence presented to the court, which the court found to be credible and which you assert was fraudulent. Our office has no power, or jurisdiction, to overturn, or otherwise review a decision made by the court hearing this matter. You must seek appeal through the court system, but when a court has decided against you, as in this case, our office cannot disturb the court's decision.

This office will not review this matter further without a specific court ruling that Mr. Sulla defrauded you.

By copy of this letter, we are routinely apprising Mr. Sulla of your contact with our office.

Very truly yours,

OFFICE OF DISCIPLINARY COUNSEL

cc: Paul J. Sulla, Jr., Esq.

Exhibit 1

Exhibits pg. 1



Office of Disciplinary Counsel  
201 Merchant Street, Suite 1600  
Honolulu, Hawai'i 96813  
Telephone (808) 521-4591  
www.odchawaii.com



Acting Chief Disciplinary Counsel  
Charlene M. Norris, Esq.

Acting Deputy Chief Disciplinary Counsel  
Yvonne R. Shinmura, Esq.

Assistant Disciplinary Counsel  
Thomas F. Robertson, Esq.  
Mark L. Bradbury, Esq.

Investigators  
George Elerick  
Clinton K. Billington  
Kathleen E. Ferreira  
William S. Hartford

March 13, 2014

CONFIDENTIAL

Mr. Leonard G. Horowitz  
13-3775 Kalapana Highway  
Pahoa, Hawai'i 96778

Re: ODC 14-019-9162  
Paul J. Sulla, Jr., Respondent

Dear Mr. Horowitz:

This is to inform you that the above-referenced ethics matter has been investigated by our office. Our investigation has been reviewed by a member of the Disciplinary Board.

Our investigation has included a thorough review of the information submitted by both you and Mr. Sulla, as well as pertinent court pleadings. The Rules of the Supreme Court of Hawai'i require that any finding of attorney misconduct be supported by "clear and convincing evidence." In this case, it has been determined that a finding of unprofessional conduct on the part of Mr. Sulla is not supported by clear and convincing evidence.

Therefore, this complaint has been dismissed. Thank you for bringing this matter to our attention.

Very truly yours,

A handwritten signature in cursive script that reads "Charlene M. Norris".

CHARLENE M. NORRIS  
ACTING CHIEF DISCIPLINARY COUNSEL

CMN:dlh

Exhibit 2

FILED

cc:  
John Carroll, Esq.  
Dan O'Phelan, Esq.  
Mr. Philip Maise

2008 APR -2 PM 12: 03

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT  
STATE OF HAWAII  
JITTAOKA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

CECIL LORAN LEE	)	CIVIL NO. 05-1-196
	)	(Foreclosure)
Plaintiff and	)	
Counterclaim-	)	FINDINGS OF FACT,
Defendant,	)	CONCLUSIONS OF LAW, AND
	)	ORDER DENYING DECREE OF
vs.	)	FORECLOSURE AGAINST ALL
	)	DEFENDANTS
LEONARD GEORGE HOROWITZ,	)	
JACQUELINE LINDENBACH HOROWITZ	)	<u>Trial Dates:</u>
AND THE ROYAL BLOODLINE OF DAVID,	)	
JOHN DOES 1-10, JANE DOES 1-10, DOE	)	February 12-14, 2008
PARTNERSHIPS 1-10, DOE	)	February 20-21, 2008
CORPORATIONS 1-10, DOE ENTITIES,	)	
DOE GOVERNMENTAL UNITS,	)	
	)	JUDGE RONALD IBARRA
Defendants and	)	
Counterclaimants.	)	

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING DECREE OF  
FORECLOSURE AGAINST ALL DEFENDANTS

This matter in equity having come before the Honorable Ronald Ibarra for bench trial<sup>1</sup> commencing the week of February 12, 2008 pursuant to Plaintiff's Complaint for Foreclosure filed on June 15, 2005 and Defendants' Counterclaims filed July 6, 2006. Dan O'Phelan, Esq. appeared for Plaintiff, John Carroll, Esq. appeared for Defendants, and Philip B. Maise appeared as Intervenor. Present were Plaintiff Cecil Loran Lee, Defendants Leonard George Horowitz and Jacqueline Lindenbach

<sup>1</sup> The issue was submitted to an advisory jury with the other causes of action.

Horowitz, individually and as representatives of the Royal Bloodline of David, and Intervenor Philip Maise. No other parties appeared. Having reviewed the evidence at trial, including the Exhibits, the credibility of all witnesses, the arguments of counsel, and records and file of the case,

### FINDINGS OF FACT

If any of these findings are deemed conclusions of law they shall be construed as such:

1. For value received, Defendant LEONARD GEORGE HOROWITZ as Overseer of ROYAL BLOODLINE OF DAVID, maker, made executed and delivered to CECIL LORAN LEE, two (2) certain Promissory Notes dated January 15, 2004. One Note was for the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (received into evidence as Plaintiff's Exhibit P-4 at trial), and a second promissory note was for the principal sum of Twenty-Five Thousand Dollars (\$25,000.00)(received into evidence as Plaintiff's Exhibit P-5 at trial).
2. Both Notes were secured by that certain Mortgage (received into evidence as Plaintiff's Exhibit P-3 at trial) dated January 15, 2004, executed by Defendant HOROWITZ individually and as Overseer of ROYAL BLOODLINE OF DAVID, as mortgagor, in favor of CECIL LORAN LEE as mortgagee, and on January 23, 2004, filed in the Office of Registrar of Conveyances, Bureau of Conveyances, State of Hawaii, as Document Number 2004-014441 and noted on Warranty Deed document number 2004-014440. The property, more fully described in Exhibit "A" attached to the mortgage is located at 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, TMK Numbers: (3) 1-3-001:048 and (3) 1-3-001:043.

3. By Assignment of Mortgage dated January 15, 2004 and recorded in the Bureau of Conveyances, State of Hawaii, as Document Number 2004-014441, and noted on Warranty Deed document number 2004-014440 and recorded in the Office of the Registrar on Conveyances, Bureau of Conveyances, State of Hawaii, Plaintiff has become the owner of the Mortgage. Plaintiff is also the owner of the Notes in the amounts of \$350,000.00 and \$25,000.00 upon closing of the sale herein authorized. Defendants have made the monthly payments in the amount of \$2,333.33 per month pursuant to the Notes and Mortgage. Defendants have paid a total of \$165,666.43 in interest and \$25,000.00 good faith release of payment, for a total payment of \$190,666.43. The balloon payment is due January 15, 2009.
4. Two versions of the Escrow Instructions were drafted. One version required the subject property to be insured, the other version did not require the subject property to be insured. The jury found the version not requiring the subject property to be insured to be fraudulent. As a result, the version requiring the subject property to be insured was found by the jury to be the true version of the Escrow Instructions.
5. At the time of purchase Plaintiff represented to Defendants that the property could be used as a bed and breakfast. This later turned out to be untrue.
6. Defendants engage in commercial use of the property for their ministerial purposes and as a consequence, their insurance on the property was terminated. Defendants were advised by Bank of Hawaii Insurance on March 31, 2004 that the dwelling fire policy would be cancelled on April 23, 2004

(received into evidence as Plaintiff's Exhibit P-7). A Notice of Policy Termination or Cancellation was sent to Defendants from Island Insurance Companies on March 19, 2004 (received into evidence as Plaintiff's Exhibit P-9). Defendants failed to obtain insurance or maintain insurance on the property since the date of April 23, 2004 and during trial provided no proof that the property was insured.

7. Defendants cannot obtain insurance on the property because it is located in a lava zone.
8. Defendants constructed a pool and other structures on the property and modified the existing structures. Defendants failed to obtain Plaintiff's written consent for the new construction and modification of the existing structure in violation of the terms and conditions of the mortgage.
9. Defendants' modifications improved the subject property by painting, landscaping, and updates to the structure.

#### CONCLUSIONS OF LAW

If any of these conclusions of law are deemed findings of fact they shall be construed as such:

1. This Court has jurisdiction over the parties and the subject matter of this case, including the mortgaged property, and venue is proper in this circuit.
2. Plaintiff's Mortgage and Notes, dated January 15, 2004, executed by Defendants Horowitz and Royal Bloodline of David, as mortgagor and filed in the office of the Registrar of Conveyances, Bureau of Conveyances, State of Hawaii as document number(s) 2004-014440 and 2004-014441 is a valid first lien upon the property located at 13-3775 Kalapana Highway, Pahoa, Hawaii 96778 is a



superior interest prior to the interest of all other parties in the mortgaged property and subordinate only to a lien for unpaid taxes.

3. Foreclosure is an equitable proceeding; therefore the principals of equity apply. Beneficial Hawaii, Inc. v. Kida, 96 Haw. 289, 312 30 P.3d 895, 918 (Haw. 2001).
4. Equity jurisprudence is not bound by strict rules of law, and a court of equity can mold its decree to do justice. Id.
5. Equity abhors forfeiture. Converse v. James, 89 Haw. 461, 473, 974 P.2d 1051, 1063 (Haw. App. 1997). Another maxim of equity is that "he who comes into equity must come with clean hands." 7's Enterprises Inc. v. Del Rosario, 111 Haw. 484, 489, 143 P.3d 23, 28 (Haw. 2006).
6. Although Defendants violated the terms and conditions of the mortgage by failing to maintain property insurance, and making improvements/modifications to the property without prior consent of Plaintiff; there is enough equity on behalf of Defendants to find foreclosure in this instant unjust.
7. Considering the equities involved with the timely payment, property improvements, balloon payment near due, and misleading statements by Plaintiff, foreclosure in this instant case would be unjust.

IT IS HEREBY ORDERED, Plaintiff's Decree of Foreclosure Against All Defendants is DENIED.

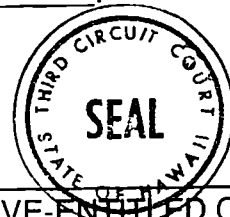
IT IS FURTHER ORDERED that the appropriate equitable remedy in this matter is that Defendants Leonard George Horowitz and Jacqueline Lindenbach Horowitz, individually and as representatives of the Royal Bloodline of David shall obtain insurance within thirty (30) days of this Order. In the event Defendants do not obtain insurance,

Plaintiff shall obtain a rate quote on insurance and provide Defendants with the company's name and Defendants shall pay for the insurance within thirty (30) days.

IT IS FURTHER ORDERED that further appropriate equitable remedy is that the balloon payment be accelerated to September 1, 2008 in the event that insurance is available for purchase and Defendants do not purchase said insurance.

DATED: Kealahou, Hawaii

4/1/08



JUDGE OF THE ABOVE-ENTITLED COURT

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS  
STATE OF HAWAII

BUREAU OF CONVEYANCE

Doc 2009-136885  
SEP 08, 2009 08:02 AM

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

Paul J. Sulla, Jr.  
P.O. Box 5258  
Hilo, HI 96720

TMK Nos. (3) 1-3-001:049 and 043

#### ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (herein referenced to as the "Assignment") is made as of this 5<sup>th</sup> day of May, 2009 by LORAN LEE, a/k/a C. LORAN LEE, an unmarried individual, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereinafter referred to as the "Assignor") for the benefit of CECIL LORAN LEE, OVERSEER of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred to as the "Assignee").

#### WITNESSETH

WHEREAS, Assignor is the holder of that certain Mortgage together with the debt and Note secured hereby, in the original principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) given by THE ROYAL BLOODLINE OF DAVID, a Hawaiian non-profit corporation whose address is P.O. Box 1739, Newport, WA 99156, (hereinafter referred to as "Mortgagor").

WHEREAS, the said Mortgage is dated January 15, 2004 and recorded in the Bureau of Conveyances of the State of Hawaii, Document No. 2004-014441, and it encumbers and is a lien upon that certain real property consisting of 17.87 acres more or less located in Kalapana, in the County and State of Hawaii, described in Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"); and,

WHEREAS, Assignor is desirous of assigning said Mortgage, together with the Note and debt therein described to Assignee; and

WHEREAS, Assignee is desirous of receiving and holding said Mortgage, together with the Note and the debt therein described, from Assignor.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heirs, successors and assigns, forever all of its right, title and interest in, to and under said Mortgage described above, together with the debt and Note secured thereby; together with any and all rights, interests and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgage, its successors or assigns in the same.

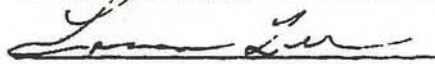
2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor has the Assignor declared that that is any default by Mortgagor therein or in the Note and debt secured thereby.

3. Governing Law. This Assignment shall be governed, construed and interpreted by, through and under the laws of the State of Hawaii.

4. Headings. Paragraph headings contained herein are for the convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment to Assignee on the date hereof.

LORAN LEE a/k/a C. LORAN LEE



Assignor

STATE OF HAWAII                    )  
  ) ss.  
COUNTY OF HAWAII                )

On this 15 day of May, 2009, before me personally appeared LORAN LEE a/k/a C. LORAN LEE and ~~CECIL LORAN LEE~~ to me known (or who has proven to me on the basis of GP satisfactory evidence) to be the persons described in and who executed the foregoing ASSIGNMENT OF MORTGAGE, dated May 15, 2009 and consisting of 3 pages total, who, being duly sworn, acknowledged that he executed said instrument as his free act and deed.

In witness whereof, I have  
hereunto set my hand and  
affixed my official seal  
on the day and year last  
above written.

  
(Notary signature)

Collins Tomei  
(Print notary name)

Notary Public  
Third Judicial Circuit  
State of Hawai'i

[Stamp or Seal]

12

My commission expires: 02-20-2010



## Assignment of Promissory Note

THIS ASSIGNMENT dated May 15, 2009

BETWEEN:

LORAN LEE a/k/a C. LORAN LEE

(the "Assignor")

-and-

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

(the "Assignee")

WHEREAS:

- (A) THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation (the "Debtor") is indebted to the Assignor in the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Debt"), see copies attached as Exhibit "A";
- (B) The Debt is secured by a Mortgage recorded with the Bureau of Conveyances for the State of Hawaii, Document No. 2004-014441 ("Mortgage"), concerning certain premises consisting of 17.87 acres more or less located at TMK (3) 1-3-001:049 and 043, Kalapana, County and State of Hawaii; and
- (C) The Assignor wishes to assign to the Assignee, and the Assignee wishes to receive an assignment of the Debt;

NOW THEREFORE in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

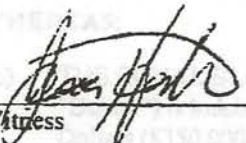
- 1. The Assignor hereby assigns, transfers and sets over unto the Assignee the Debt together with the Mortgage and all advantage and benefit to be derived therefrom.
- 2. As consideration for the assignment, the Assignee agrees to pay to the Assignor, concurrently with the execution of this Agreement, the sum of \$10.00 and other valuable consideration.
- 3. The Assignor hereby acknowledges, covenants and agrees that the Debt is justly and truly owing by the Debtor to the Assignor.

4. The Assignor covenants and agrees with the Assignee that the Assignor shall assign to the Assignee all its or his right, title and interest in the Mortgage security in respect of the Debt assigned by this Assignment, and the same shall be deemed security granted by the Assignor to the Assignee.
5. The Assignor acknowledges and agrees that all his rights in respect of the Debt have been assigned to the Assignee but that the acceptance by the Assignee of this Assignment shall impose upon the Assignee the obligation to take any steps to effect the collection of same or to ensure that the Debt does not become statute barred by the operation of any law relating to limitation of actions, or otherwise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

  
 Witness

  
 LORAN LEE A/K/A/ C. LORAN LEE

  
 Witness

  
 CECIL LORAN LEE, OVERSEER

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

0 NO original signature  
u: B m/c

HERBERT M. RITKE  
RONN RITKE  
13-811 Malama Street  
Pahoa, HI 96778  
Phone: (808) 313-2978  
Phone: (808) 965-8992

FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

FEB 25 2014

at 12 o'clock and 35 min P.M. 8  
SUE BEITIA, CLERK

Re: Letter to Jason Hester  
**CIV. NO. CV13 00500HGBMK**

Per Se:  
**DEFENDANTS/COUNTERCLAIMANTS**

IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF HAWAII

RONN RITKE, an individual; HERBERT  
M. RITKE, an individual;

Plaintiffs,

LEONARD G. HOROWITZ, an Individual as  
primary representative of entire legal  
proceeding with respect to case referenced  
herein.

And

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

Defendants/Counterclaimants

vs.

PAUL J. SULLA, JR.; PAUL J. SULLA, III;  
HERBERT M. RITKE, an individual; RON  
RITKE, an individual; JASON HESTER, an  
Individual; JASON HESTOR, PHILLIP  
CAREY; LINCOLN S.T. ASHIDA; COUNTY  
OF HAWAII; STATE OF HAWAII

CIV. NO. CV13 00500HGBMK

**LETTER TO JASON HESTER;**

**CERTIFICATE OF SERVICE.**

HONORABLE BARRY M. KURREN  
NO TRIAL DATE

Exhibit 6

I, Ronn Ritke and Herbert M. Ritke, we just became aware of Loran Lee's creation of a church at our property located at 13-811 Malama st. Pahoa HI 96778.. This was not his legal residence – he was a guest.

Jason Hester - Please remove your church and from any related paperwork the above address and notify us once you have completed the move. Please remove my name from any official position in your church.

Most Respectfully,  
Herbert M. Ritke  
Ronn Ritke  
13-811 Malama Street  
Pahoa, HI 96778  
(808) 313-2798

DATED: 2-28-14, Hawaii Pahoa

Herbert Ritke  
Herbert M. Ritke  
Defendant/Counterclaimant

Ronn Ritke  
Ronn Ritke  
Defendant/Counterclaimant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served upon the following parties at their respective addresses by depositing the same in the United States First Class mail, postage prepaid on February 25, 2014:

LEONARD G. HOROWITZ  
P.O. Box 75104  
Honolulu, Hawaii 96836

SHERRI KANE  
P.O. Box 75104  
Honolulu, Hawaii 96836

PAUL J. SULLA, JR. (SBN 5258)  
Attorney at Law, and as Attorney for  
REVITALIZE, A GOSPEL OF BELIEVERS, Corp.  
P.O. Box 5258  
Hilo, HI 96720  
(808) 933-3600

PHILLIP L. CAREY (SBN 4636)  
Attorney at Law, and as Attorney for JASON HESTER  
688 Kinoole Street, Suite 105  
Hilo, HI 96720  
(808) 934-9711


RONN RITKE  
811 Malama Street  
Pahoa, HI 96778

Chrsitopher P. Schleuter attorney for Lincoln Ashida,  
Office of Corporation Counsel  
COUNTY OF HAWAII  
333 Kilauea Avenue 2<sup>nd</sup> floor  
Hilo, HI 96720

STATE OF HAWAII  
Department of the Attorney General  
425 Queen Street  
Honolulu, HI 96813

HONORABLE JUDGE Barry M. Kurren  
THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII  
300 Ala Moana Blvd., #C338  
Honolulu, HI 96850  
(808) 541-1300

  
HERBERT M. RITKE

  
RONN RITKE

2-25-14  
DATE:



## CONFIRMED SIGNATURES OF CECIL LORAN LEE

idier Flament

Cecil Loran Lee  
Cecil Loran Lee

Cecil Loran Lee  
CECIL LORAN LEE

Cecil Loran Lee  
CECIL LORAN LEE

Cecil Loran Lee

Cecil Loran Lee  
CECIL LORAN LEE, Plaintiff Pro Se

### 3 SIMILAR SIGNATURES ON ARTICLES OF INCORPORATION, CERTIFIED "PHOTOCOPIED" FOR "ROBOSIGNED" ASSIGNMENT OF MORTGAGE.

Cecil Loran Lee

Cecil Loran Lee

Cecil Loran Lee

### COMPLETELY DIFFERENT SIGNATURES IN COLLINS TOMEI'S NOTARIZED ASSIGNMENT OF MORTGAGE AND OFFICIAL RECORD

LORAN LEE a/k/a C. LORAN LEE

Loran Lee

Loran Lee

This Journal is an official record of notarial acts performed by:

Collins Tomei

Notary's Printed Name

Collins Tomei

Notary's Official Signature

86-54

Notary's Commission No.

02-20-2010

Commission Expiration Date

Book 242

Journal Book No.

10-09-2008

Date First Act Recorded

12-23-2009

Date Last Act Recorded

138

No. of Notarizations

2/19/2010

Territorial Savings

Notary's Bus. Address — Company Name

315 Makaala St #102

Street

Hilo HI 96720

State

808-935-3952

Bus. Telephone

Travelers Casualty & Surety Co.

Notary's Bond Company

Street

State

Zip

Telephone

Explanation of uncommon abbreviations and symbols used in this Journal

In the event of the Notary's death, this Journal must be delivered to:

Other useful information or instructions (e.g., Notary's home telephone number and eMail address, etc.)

Exhibit 7B

Notary Name: Col/As Tong

25	Description of Notarization	Address of Notarization	Description of Document/Proceeding	Name and Address of Signer
1	Date: 5/16/2009 Time: 10:15 Notary: AEN	Street: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED] County Name (if not state): [REDACTED]	Document: Power of Attorney Notary: [REDACTED]	Signer: Carol Lee
2	Date: 5-15-09 Time: 11:50 Notary: AEN	Street: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED] County Name (if not state): [REDACTED]	Document: Assignment of [REDACTED] Notary: [REDACTED]	Signer: [REDACTED]
3	Date: 5-15-09 Time: 12:30 Notary: AEN	Street: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED] County Name (if not state): [REDACTED]	Document: Power of Attorney Notary: [REDACTED]	Signer: [REDACTED]
4	Date: 5-20-09 Time: 1:00 Notary: AEN	Street: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED] County Name (if not state): [REDACTED]	Document: [REDACTED] Notary: [REDACTED]	Signer: [REDACTED]
5	Date: 5-20-09 Time: 10:45 Notary: AEN	Street: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED] County Name (if not state): [REDACTED]	Document: [REDACTED] Notary: [REDACTED]	Signer: [REDACTED]
6	Date: 6-1-09 Time: 9:15 Notary: AEN	Street: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED] County Name (if not state): [REDACTED]	Document: Transfer of Auto Property Notary: [REDACTED]	Signer: [REDACTED]

REDACTED

Commission #: 86-54

Identification of Signer

Additional Information/Parties

Signature and Right Thumbprint of Signer

26

1	Signature and Right Thumbprint of Signer
2	Signature and Right Thumbprint of Signer
3	Signature and Right Thumbprint of Signer
4	Signature and Right Thumbprint of Signer
5	Signature and Right Thumbprint of Signer
6	Signature and Right Thumbprint of Signer



# Hawai'i State Judiciary Ho'ohiki

Hawai'i State Judiciary's Public Access to Court Information

[Print](#) | [Help](#) | [New Search](#) | [Exit](#)

## Court Minutes Text

Case Title: THE ESTATE OF CECIL LORAN LEE

3LP09-1-000166

Div.: 3CK4 CV DATE: 12-11-2009

Time: 0107P

Priority: 0 Judge I.D.: JESTRANC

Video No.:

Audio No.:

Minutes:.

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

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

**Exhibit 8**

More Minutes  
Text

Next Court  
Date

Court Minutes  
List

Case Info.

Exhibits pg. 20





**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 9**



**From:** Rick Damerville <rrd96720@yahoo.com>  
**Subject:** Re: Jason Hester Eviction Notices to Royal Bloodline of David et al.  
**Date:** November 22, 2011 7:13:33 AM HST  
**To:** Leonard Horowitz <len15@mac.com>  
**Reply-To:** Rick Damerville <rrd96720@yahoo.com>

---

You are confirmed for 2:30 p.m. on Wednesday.

---

**From:** Leonard Horowitz <len15@mac.com>  
**To:** Rick Damerville <rrd96720@yahoo.com>  
**Sent:** Monday, November 21, 2011 10:39 PM  
**Subject:** Re: Jason Hester Eviction Notices to Royal Bloodline of David et al.

As soon as possible is perfect. 2:30pm on Wed. Sherri Kane and I will come to your office.

I am totally disgusted at what happened today in Court. Judge Freitas ordered the Dubin law firm to file timely Motion to Dismiss to be ruled on Sept. 29. Today, Sulla showed up and because of his lies and Ben Brower's screw-ups, the Eviction Complaint is now going to trial on Feb 27, 2012.

Ben Brower was just fired by Dubin for violating the many HRPC rules I averred. He also screwed up our filing of Motion to Dismiss (besides being untimely), by exclusively filing the County of Hawaii's road remnant that was part of our purchase. That is the potential Qui Tam component I mentioned in my mail to you. Brower neglected to file my Warranty Deed on the main lot. So Dubin fired him, and he was replaced by a more competent attorney, Peter Stone. However, now I need to put up with Sulla's fraud, eviction harassment, and various criminal acts for several more months.

See you Wed. at 2:30.

Len  
965-2112

On Nov 21, 2011, at 6:28 AM, Rick Damerville wrote:

I can meet with you at 2:30 p.m. on Wednesday or Friday of this week. Let me know. Rick.

---

**From:** Leonard Horowitz <len15@mac.com>  
**To:** Rick Damerville <rrd96720@yahoo.com>  
**Cc:** Sherri Kane <sherrikane@gmail.com>; Philip Maise <pbmaise@yahoo.com>; Mitch Fine <mitchfine@hotmail.com>  
**Sent:** Sunday, November 20, 2011 7:32 PM  
**Subject:** Re: Jason Hester Eviction Notices to Royal Bloodline of David et al.

Assistant Prosecutor Damerville,

I suspect you will find this attachment interesting, and perhaps relevant to the "two cases" you are advancing against Mr. HESTER.

In the attached "MOTION FOR SANCTIONS" I filed on Friday, I neglected to include a section dealing with the County of Hawaii's transfer of a significant portion of the subject property, for which I now defend against eviction, that was the subject of the initial extortion I reported previously to your office.

If I interpret the following HRS sections correctly, we have a likely Qui Tam action, (as well as extortion and money laundering case involving Mr. HESTER and Sulla: §661-21 Actions for false claims to the State; qui tam actions; [§661-22] Civil actions for false claims; §661-25 Action by private persons.

I would like to set up a meeting to discuss these new pleadings, the laws broken, and the damages to me, my ministry, the County of Hawaii, and the Puna community.

Frankly, we have been delayed, blocked and bled by organized crime long enough. For nearly seven years my vision and mission

**Exhibit 10**

on the Big Island has been to advance a world class natural healing center in collaboration with the World Organization For Natural Medicine and The Canadian College of Humanitarian Medicine, including a rural health clinic as part of our organizations' "Clinics For Humanity Project." The opportunity to have this unique property serve as a teaching facility for doctoral candidates in an accredited naturopathic medicine degree program, residents who serve the needs of impoverished Hawaiians and the area poor, freely at our sponsored clinic, is what we are awaiting.

As long as this crime gang goes unchecked by your office, the damage extends far beyond my person and ministry.

I believe this knowledge is worth your consideration, and that you would be best served by having a working knowledge of the crimes reported in this case, as in the coming weeks and months these matters are likely to acquire greater public attention.

Best wishes,

Leonard G. Horowitz, DMD, MA, MPH, DNM (hon.), DMM (hon.)  
13-3775 Kalapana Hwy.  
Pahoa, HI 96778  
808-065-2112

PAUL J. SULLA, JR.

ATTORNEY AT LAW  
A LAW CORPORATION

106 Kamehameha Ave., Ste. 2A  
PO Box 5258  
Hilo, HI 96720

Telephone (808) 933-3600  
Facsimile (808) 933-3601  
e-mail psulla@aloha.net  
www.pauljsulla.com

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

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 PAHDA-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, Kamailli Homesteads, Grant 5005,  
Kamailli, 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.

046261  
1045046

Exhibit 25  
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,



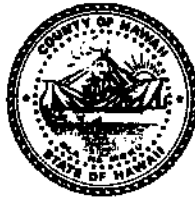
CHRISTOPHER J. YUEN  
Planning Director

JRH:lm  
P:\WP60\SUBDI\Documents\Subc2004-1\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

**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

cc: Loran Lee  
Gerald Takase

045046

2003 DEC 12

# SUBDIVISION AND/OR CONSOLIDATION APPLICATION

PLANNING DEPARTMENT  
COUNTY OF HAWAII

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: 13-3775 Kalapana Highway, Pahoa, Hawaii 96778

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.



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

:  
:  
:  
:  
: *dw*

---

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.

  
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;
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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"**

**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 13

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 *Maellor*

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

*mnt*  
*mnt*

APPROVED AS TO FORM  
AND LEGALITY:

*Gerald Takase*  
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:

1. 220° 59' 30" 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 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)



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

*Robertson*  
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  
8-32865326

/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 14



### 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:

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<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.

-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,

*K. T. Watanabe*  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii



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



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$550.00

20 3/4 Z2

LAND COURT SYSTEM

REGULAR SYSTEM

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

*The Royal Bloodline of David*

*P.O. Box 1739*

*Newport, Washington 99156*

**ITC**

ESCROW NO. : 302-00225945-BJI  
Brenda Ioane

THIS DOCUMENT CONTAINS 7 PAGES

TITLE OF DOCUMENT:

**WARRANTY DEED**

PARTIES TO DOCUMENT:

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

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

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

PKK/ITC2003.DED/11-6-03

Exhibit 15

Exhibits pg. 53

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

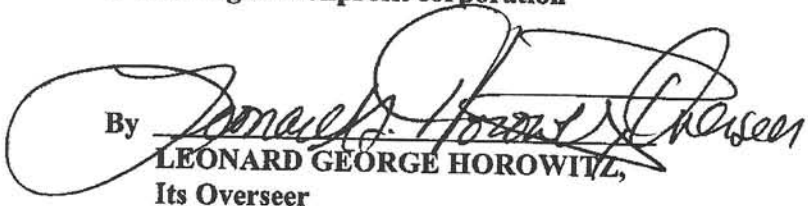
The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all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

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this 15th day of JANUARY, 2004. *4 JAN, 05 2004 bnp*

  
LORAN LEE A.K.A C. LORAN LEE

THE ROYAL BLOODLINE OF DAVID,  
a Washington nonprofit corporation

APPROVED AS TO FORM  
PETER K. KUBOTA  
ATTORNEY AT LAW

By   
LEONARD GEORGE HOROWITZ,  
Its Overseer

BY \_\_\_\_\_  
11-7-03



STATE OF HAWAII

COUNTY OF HAWAII

)  
) ss.  
)

On this 15 day of January, <sup>2004</sup>~~2003~~, before me personally appeared **LORAN LEE, also known as C. Loran Lee**, to me known (or proved to me on the basis of satisfactory evidence) 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.



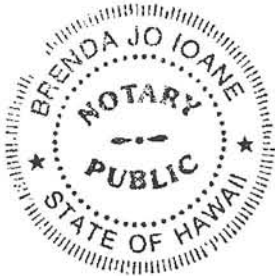
Brenda Jo Ioane  
Name: Brenda Jo Ioane  
Notary Public, State of Hawaii

My commission expires: 11/17/04



STATE OF ~~WASHINGTON~~ Hawaii )  
COUNTY OF Hawaii ) ss.

On this 15 day of January, ~~2003~~ <sup>2004</sup>, before me personally appeared **LEONARD GEORGE HOROWITZ**, as the **Overseer of THE ROYAL BLOODLINE OF DAVID**, a **Washington nonprofit corporation**, to me known (or proved to me on the basis of satisfactory evidence) 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.



Brenda Jo Ioane  
Name: Brenda Jo Ioane  
Notary Public, State of ~~Washington~~ Hawaii  
My commission expires: 11/17/04

EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. E. Elderts

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

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoia - 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 Pahoia-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 Pahoia-Kalapana Road;
  5. 40° 59' 30" 275.69 feet along same to a pipe;
  6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

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

ITEM II:

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

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

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

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

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

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

SUBJECT, HOWEVER, TO:

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

As to the road remnant within the land herein described:

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

3. AS TO ITEM II:-

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

END OF EXHIBIT A

PAUL J. SULLA, JR.

ATTORNEY AT LAW  
A LAW CORPORATION

106 Kamehameha Ave., Ste. 2A  
PO Box 5258  
Hilo, HI 96720

Telephone (808) 933-3600  
Facsimile (808) 933-3601  
e-mail psulla@aloha.net  
www.pauljsulla.com

September 15, 2017

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

Re: Final Subdivision Approval No.7763  
Old Pahoa Kalapana Road and  
TMK (3)1-3-01-049/ Government Road (SUB 2003-0173)

Dear Director:

Enclosed is a copy of the correspondence I forwarded to your office on April 27, 2017 relative to the final subdivision approval for the above subdivision which had been initiated by Public Works in January 2004.

I have had one brief contact with your office that has not been followed up. Can you please have someone look into this matter and call me as soon as possible so that we can complete this project.

Thank you again.

Sincerely,

Paul J Sulla Jr.

enclosures

## **Matsumoto, Robyn**

---

**From:** psulla@aloha.net  
**Sent:** Friday, October 13, 2017 2:57 PM  
**To:** Matsumoto, Robyn  
**Cc:** Jackson, Trevor  
**Subject:** RE: TMK 1-3-001:049 and Government Road

Robyn

Thank you for the background. I was not aware of the completion.  
This lot apparently was not included in the foreclosure.

Paul J. Sulla, Jr.  
Attorney at Law  
P.O. Box 5258  
106 Kamehameha Avenue  
Hilo, HI 96720  
Telephone: 808/933-3600  
Facsimile: 808/933-3601

**From:** Matsumoto, Robyn [mailto:Robyn.Matsumoto@hawaiicounty.gov]  
**Sent:** Friday, October 13, 2017 11:29 AM  
**To:** psulla@aloha.net  
**Cc:** Jackson, Trevor <Trevor.Jackson@hawaiicounty.gov>  
**Subject:** TMK 1-3-001:049 and Government Road

Hello Mr. Sulla,  
In response to your April 27, 2017 and September 15, 2017 letters, the attached documents show the completion of the land transfer. Mr. Lee had sold parcels 49 and 43 to The Royal Bloodline of David in 2004 and the land transfer was completed in 2005.

Parcel 49 is currently 17.106 acres. Lot 15-D-1 was 16.276 acres and Remnant A was 0.830 acres.

Please me know if you have any additional questions.

Thanks,

*Robyn Matsumoto*  
Department of Public Works  
Engineering Division  
Regulatory Section

<b>Exhibit 17</b>
-------------------





**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 18**



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.

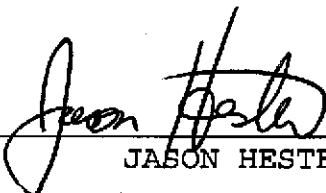
**23. FINANCING STATEMENT.**

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.

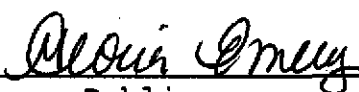
I will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.

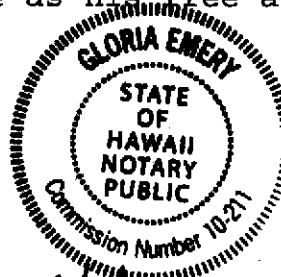
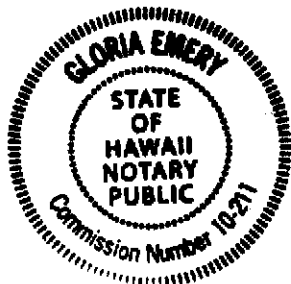
By signing this Mortgage I agree to all of the above.

  
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



STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS



THE DIRECTOR'S OFFICIAL CERTIFICATION  
APPEARS ON THE BACK OF THE FIRST PAGE OF THE  
ATTACHED DOCUMENT.

(The name must contain the words *Limited Liability Company* or the abbreviation *L.L.C.* or *LLC*)

II

The mailing address of the initial principal office is:  
PO BOX 5258, HILO, HI 96720 USA

III

The company shall have and continuously maintain in the State of Hawaii a registered agent who shall have a business address in this State. The agent may be an individual who resides in this State, a domestic entity or a foreign entity authorized to transact business in this State.

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

PAUL J SULLA

(Name of Registered Agent)

(State or Country)

- b. The street address of the place of business of the person in State of Hawaii to which service of process and other notice and documents being served on or sent to the entity represented by it may be delivered to is:

106 KAMEHAMEHA AVE, HILO, HI 96720 USA

IV

The name and address of each organizer is:

PAUL J SULLA

~~PO BOX 5258~~, PO BOX 5258, HILO, HI 96720 USA

FILED 02/01/2016 04:04 PM  
Business Registration Division  
DEPT. OF COMMERCE AND  
CONSUMER AFFAIRS  
State of Hawaii



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

Internet FORM LLC-1  
0201201648616 7/2010



**ARTICLES OF ORGANIZATION FOR LIMITED LIABILITY COMPANY**  
(Section 428-203 Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, for the purpose of forming a limited liability company under the laws of the State of Hawaii, do hereby make and execute these Articles of Organization:

I

The name of the company shall be:  
**HALAI HEIGHTS LLC**

(The name must contain the words *Limited Liability Company* or the abbreviation *L.L.C.* or *LLC*)

II

The mailing address of the initial principal office is:  
**PO BOX 5258, HILO, HI 96720 USA**

III

The company shall have and continuously maintain in the State of Hawaii a registered agent who shall have a business address in this State. The agent may be an individual who resides in this State, a domestic entity or a foreign entity authorized to transact business in this State.

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

**PAUL J SULLA**

(Name of Registered Agent)

(State or Country)

- b. The street address of the place of business of the person in State of Hawaii to which service of process and other notice and documents being served on or sent to the entity represented by it may be delivered to is:

**106 KAMEHAMEHA AVE, HILO, HI 96720 USA**

IV

The name and address of each organizer is:

**PAUL J SULLA**

~~PO BOX 5258~~, **PO BOX 5258, HILO, HI 96720 USA**

I HEREBY CERTIFY that this is a true and correct copy of the official record(s) of the Business Registration Division.



*Catherine P. Awah-Colon*

DIRECTOR OF COMMERCE AND  
CONSUMER AFFAIRS

Date: December 23, 2016

The period of duration is (check one):

V

☒ At-will☐ For a specified term to expire on: \_\_\_\_\_

(Month Day Year)

The company is (check one):

VI

a. ☒ Manager-managed, and the names and addresses of the initial managers are listed in paragraph "c", and the number of initial members are: 2b. ☐ Member-managed, and the names and addresses of the initial members are listed in paragraph "c".c. List the names and addresses of the initial managers if the company is Manager-managed, or  
List the names and addresses of the initial members if the company is Member-managed.

PAUL J SULLA

PO BOX 5258, HILO, HI 96720 USA

The members of the company (check one):

VII

☒ Shall not be liable for the debts, obligations and liabilities of the company.☐ Shall be liable for all debts, obligations and liabilities of the company.☐ Shall be liable for all or specified debts, obligations and liabilities of the company *as stated below*, and have consented in writing to the adoption of this provision or to be bound by this provision.

We certify, under the penalties set forth in the Hawaii Uniform Limited Liability Company Act, that we have read the above statements, I am authorized to sign this Articles of Organization, and that the above statements are true and correct to the best of our knowledge and belief.

01

Signed this \_\_\_\_\_ day of \_\_\_\_\_

FEBRUARY 2016

PAUL J SULLA

(Type/Print Name of Organizer)

PAUL J SULLA

(Signature of Organizer)

(Type/Print Name of Organizer)

(Signature of Organizer)



This matter comes before the above-referenced Court pursuant to the January 20, 2016 Intermediate Court of Appeals' ("ICA") "Order Dismissing Appeal for Lack of Appellate Jurisdiction". In its January 20, 2018 Order in CAAP 15-1-0000658, the ICA decided the Fourth Amended Final Judgment does not satisfy the requirements for an appealable judgment under HRS § 641-1(a), HRCF Rule 58, or the holding in Jenkins v. Cades Schutte Fleming & Wright, Hawai'i 115, 119, 869 P.2d 1334, 1338 (1994).

On February 12, 2008 a jury trial in this matter commenced, finishing February 21, 2008. Pursuant to the Order Awarding Attorney's Fees and Costs filed March 25, 2008; the Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure against all Defendants, filed April 2, 2008; the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation, filed October 15, 2008; The Second Amended Final Judgment filed December 11, 2009; The Third Amended Final Judgment filed September 12, 2013; and the Fourth Amended Final Judgment filed June 19, 2015.

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:



I. That Final Judgment on the Complaint for foreclosure filed June 15, 2005

is hereby entered pursuant to HRCF Rule 58 as follows:

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

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

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

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

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

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

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

II. IT IS FURTHERED ORDERED that Final Judgment on the Defendants'

Counterclaims filed July 6, 2006 is hereby entered pursuant to HRCF Rule 58 as follows:

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

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

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

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

a. Pursuant to the Order Awarding Attorney's Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight

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<sup>3</sup> Pursuant to the Jury's verdict on February 21, 2008, the count for fraud and misrepresentation, judgment was entered in favor of the Defendants and against Plaintiff, but this relief was vacated by the Order Granting Plaintiffs Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

cents (\$907.98) for attorney fees and costs in favor of Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

IV. IT IS FURTHER ORDERED that all claims, including all counterclaims and cross-claims, raised by any of the parties, which are not specifically identified and adjudged in this Judgment are dismissed. There are no remaining claims or parties to be addressed in this action.

DATED: Kealahuekua, Hawai'i; \_\_\_\_\_ 2016

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

Agreed to as to form:

\_\_\_\_\_ dated January 25, 2016

Margaret Wille  
Attorney for Defendants

\

\_\_\_\_\_ dated \_\_\_\_\_ 2016

Paul Sulla  
Attorney for Plaintiff

FILED

cc: Margaret Wille, Esq.  
Steven Whittaker, Esq.

2016 MAR -4 PM 2: 07

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT  
STATE OF HAWAII

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

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

Plaintiff,

vs.

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

Defendants,

and

PHILIP MAISE

Intervenor.

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

Counterclaimants,

vs.

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

Civil No. 05-1-196

FIFTH AMENDED FINAL  
JUDGMENT

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

JUDGE RONALD IBARRA

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

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

1 Exhibit 22

OF REVITALIZE, A GOSPEL OF )  
BELIEVERS, )  
 )  
Counterclaim Defendant. )  
\_\_\_\_\_ )

### **FIFTH AMENDED FINAL JUDGMENT**

This matter comes before the above-referenced Court pursuant to the Order Dismissing Appeal for Lack of Appellate Jurisdiction, E-filed into CAAP-15-0000658 on January 20, 2016 by the Intermediate Court of Appeals ("ICA"). The ICA in its January 20, 2016 Order, decided the Fourth Amended Final Judgment does not satisfy the requirements for an appealable judgment under HRS § 641-1(a), HRCP Rule 58, or the holding in Jenkins v. Cades Schutte Fleming & Wright, Hawai'i 115, 119, 869 P.2d 1334, 1338 (1994).

On October 24, 2007, the *Order Granting Intervenor's Motion To Strike and/or Dismiss, With Prejudice Counterclaim/Cross Claim Against Intervenor Philip Maise Filed July 25, 2007, Filed On August 24, 2007*, was filed. On February 12, 2008 a jury trial in this matter commenced, finishing February 21, 2008. Pursuant to the *Order Awarding Attorney's Fees and Costs* filed March 25, 2008; the *Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure against all Defendants*, filed April 2, 2008; the *Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation*, filed October 15, 2008; The *Second Amended Final Judgment* filed December 11, 2009; The *Third Amended Final Judgment* filed September 12, 2013 and The *Fourth Amended Final Judgment* Filed June 19, 2015;



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

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

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

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

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

c. As to the claims for conspiracy by Defendant Horowitz, Defendant Royal Bloodline of David and co-conspirator Intervenor Phillip Maise, to deprive Plaintiff of receipt of mortgage payments and defrauding plaintiff, judgment is entered in favor of the Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, Defendant The Royal Bloodline of David, and Intervenor Phillip Maise and against Plaintiff, Jason

Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

d. As to the claim for trespass to chattels based on destruction of Plaintiff [Lee's] trailer, judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, and Judgment for damages of \$400.00 is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendant Leonard Horowitz and the Royal Bloodline of David.

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

f. As to the claim for foreclosure, judgment is entered in favor of Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of

Revitalize, A Gospel of Believers, but equitable relief was granted requiring Defendants to carry insurance.<sup>1</sup>

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

a. As to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, Counterclaims filed July 6, 2006, Claim A, for Misrepresentation and Fraud; Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David as Defendants/Counterclaimants. The Jury's award to the Defendants in the amount of \$200,000 is VACATED.<sup>2</sup>

b. As to the Defendants Counterclaim filed July 6, 2006, Claim B, for Abuse

---

<sup>1</sup> Foreclosure was requested on the basis that Defendants committed waste on the property, failed to keep insurance on the property, conspiracy, trespass to chattels, and for fraud/misrepresentation, not because of default on the promissory note and mortgage. The equities involved with the timely payment, property improvements, balloon payment, and misleading statements by plaintiff, make foreclosure unjust. Foreclosure having been denied the request for a joint and several deficiency judgment was not necessary nor the appointment of a commissioner.

<sup>2</sup> Pursuant to the Jury's verdict on February 21, 2008, the count for fraud and misrepresentation, judgment was entered in favor of the Defendants and against Plaintiff, but this relief was vacated by the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the issue of Defendants' July 6, 2006 Counterclaim for fraud and Misrepresentation filed October 15, 2008, the Third Amended Final Judgment filed September 12, 2013, and The Fourth Amended Final Judgment Filed June 19, 2015, as a result, the \$200,000.00 award to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David was VACATED.



of Process and Malicious Prosecution; Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David.

III. **IT IS FURTHER ORDERED** that Final Judgment is hereby entered pursuant to HRCP Rule 58 as follows:

a. Pursuant to the *Order Awarding Attorney's Fees and Costs*, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight cents (\$907.98) for attorney fees and costs in favor of Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

IV. **IT IS FURTHER ORDERED:** that Final Judgment is hereby entered pursuant to HRCP Rule 58 as follows:

a. Pursuant to *Order Granting Intervenor's Motion To Strike And/Or Dismiss, With Prejudice Counterclaim/Cross Claim Against Intervenor Philip Maise Filed July 25, 2007, Filed On August 24, 2007 Filed October 24, 2007*; The Counterclaim/Crossclaim filed by Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate

Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers Against Intervenor Philip Maise filed July 25, 2007 is DISMISSED.

V. **IT IS FURTHER ORDERED:** that Final Judgment is hereby entered pursuant to HRCP Rule 58 as follows:

a. Philip Maise's Complaint In Intervention filed October 27, 2005 is DISMISSED.<sup>3</sup>

VI. All other claims, counterclaims, and cross-claims are dismissed.

DATED: Kealahou, Hawai'i; MAR - 3 2016

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

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<sup>3</sup> Foreclosure having been denied, Intervenor Maise's complaint in intervention, filed October 27, 2005 is moot.

**From:** Leonard Horowitz <len15@mac.com>  
**Subject:** Re: Attorney Acquisition Appeal Letter  
**Date:** February 4, 2008 10:58:13 AM HST  
**To:** Gary Zamber <gzamber@gmail.com>

---



I am about to board a plane.  
I am scheduled to return, and have flights booked, for tomorrow night arrival in Hilo.  
Any way to meet tomorrow night or Wednesday, AM to get our ducks in line?  
Aloha,  
Len

On Feb 4, 2008, at 10:30 AM, Gary Zamber wrote:

Dr. H, I have returned from court and sense the urgency here. I have to leave for another court appearance in about 2 hrs & must complete another matter for a client in that time. The first step is to contact the other atty (O'Phelan) & the court regarding the continuance.

The attorney I mentioned last week is supposed to be excellent.

Paul Sulla is another very excellent attorney in matters of real estate and tax etc ... I have worked w/ him on certain cases in the past as well.

It is best if you have a signed Declaration regarding the reasons for continuance - the original of which must go to the court. The secretary here mentioned you called & asked if you have to be here - If you overnight deliver a Declaration you would be okay.

Lets communicate in person when you are available.

808-896-7864

On 2/4/08, Leonard Horowitz <len15@mac.com> wrote:

Dear Attorney:

I seek a VERY sharp aggressive counsel to prepare for trial currently scheduled for next week, but I am requesting a continuance due to present discovery of discrepancies adverse to our interests regarding previous counsel's management of case.

The case is one of defense and countersuit for real estate foreclosure brought against my humanitarian ministry and person by forgery felon with previous Court record of forgery, Class C felony, and fraud.

The case should be a slam dunk, but our previous attorney, John S. Carroll has not prepared and litigated case focusing on felony of forgery putting us into a very risky position. He has not deposed the felon, and last week lost a Motion for Summary Judgment, although the felon's attorney, Dan O'Phelan of Hilo, was

**Exhibit 23**



sanctioned by the Court for his additional forgery.

I/We need:

- 1) more time with continuance to locate replacement counsel.
- 2) new counsel to consider evidence and cross claim for felony of forgery.
- 3) deposition of Plaintiff focusing on his forgery.
- 4) deposition of expert document witness Reed Hayes who analyzed the felon's forgery.
- 5) court transcript of Jan. 24 hearing wherein O'Phelan was directed by Judge Ibarra to put on record his certification of Plaintiff's forged document to preserve admissions for trial and rebuttal.

I/We wish justice to be rendered here, and have been damaged more than \$750,000 over 5 years by the felon/forgery.

Title Insurance policy may potentially recover some damages.

Can you recommend a very sharp aggressive trial attorney to help us?

Sincerely yours in urgency,

Leonard G. Horowitz, D.M.D., M.A., M.P.H., D.N.M, D.M.M.

--

Gary C. Zamber  
Attorney at Law

Law Offices of Gary C. Zamber  
Office: 808-969-3600  
Mobile/Voice: 808-896-7864  
Address: 305 Wailuku Dr. #1  
Hilo, Hawai'i 96720

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R-549

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
SEP 15, 2008 08:02 AM

Doc No(s) 2008-144274



/s/ NICKI ANN THOMPSON  
ACTING REGISTRAR  
CTax (10): \$556.00

20 1/3 Z2

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL TO:

Paul J Sulla  
PO Box 5258  
Hilo, HI 96720

TG:  
TGE:

TITLE OF DOCUMENT:

**WARRANTY DEED**

PARTIES TO DOCUMENT:

**GRANTOR:** Gary Zamber Trustee of Grateful Trust (40%)  
Jamie A. Wallace Trustee of Faithful Enterprises (40%)  
Paul J. Sulla Jr. (20%)

**GRANTEE:** Jamie A. Wallace Trustee of Faithful Enterprises

TAX MAP KEY (3) 2-1-017-034

KNOW ALL MEN BY THESE PRESENTS:

Gary Zamber, Trustee of Grateful Trust u/d/t dated February 2, 2007, consisting of a 40% undivided interest, whose address is PO Box 1172 Pahoa, HI 96778; Jamie A. Wallace, Trustee of Faithful Enterprises aka Faithful Ventures u/d/t dated Decemeber 14, 2000, consisting of a 40% undivided interest, whose address is 2061 Kalaniana'ole Avenue Hilo, HI 96720 and Paul J. Sulla Jr., unmarried, consisting of a 20% undivided interest, whose address is PO Box 425, Laupahoehoe, HI 96764 hereinafter called the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor paid by Jamie A. Wallace, Trustee of Faithful Enterprises aka Faithful Ventures u/d/t dated Decemeber 14, 2000, whose address is PO 2061 Kalaniana'ole Avenue Hilo, HI 96720 hereinafter called the hereinafter called the "Grantee", the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Grantee all of that certain real property designated on the tax maps of the Third Taxation Division, State of Hawaii, as Tax Map Key (3) 2-1-017-034 in the interests noted above, more particularly described in Exhibit "A" attached hereto and made a part hereof, subject to the encumbrances noted therein.

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

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

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee simple of the premises hereby conveyed; that the same are free and clear of all encumbrances other than those mentioned herein and in **Exhibit "A"** and real property taxes not yet by law required to be paid; that the Grantor has good right to sell and convey the premises in the manner aforesaid; and that Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons claiming by, through or under said Grantor, except as mentioned hereinabove and hereinafter.

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 hereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

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

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee simple of the premises hereby conveyed; that the same are free and clear of all encumbrances other than those mentioned herein and in **Exhibit "A"** and real property taxes not yet by law required to be paid; that the Grantor has good right to sell and convey the premises in the manner aforesaid; and that Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons claiming by, through or under said Grantor, except as mentioned hereinabove and hereinafter.

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 hereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

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

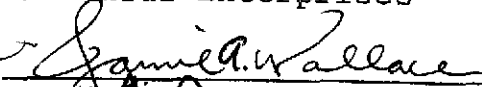

unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

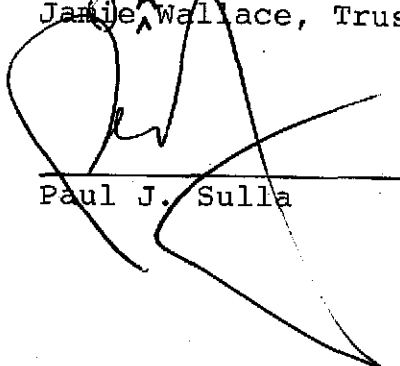
IN WITNESS WHEREOF, this instrument has been executed by the undersigned on the 20<sup>th</sup> day of August, 2008.

Grateful Trust

By:   
Gary Zamber, Trustee

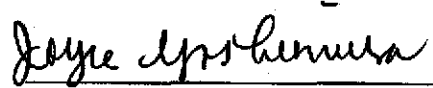
Faithful Ventures aka  
Faithful Enterprises

By:    
Jamie Wallace, Trustee

  
Paul J. Sulla

STATE OF HAWAII       )  
                                  )       ss  
COUNTY OF HAWAII   )

On this 20 day of August, 2008, before me appeared Gary Zamber, Trustee to me personally known, who being by me duly sworn, did say that he is the Trustee of the Grateful Trust and that this Warranty Deed dated 8/20/2008 and consisting of 5 pages was signed on behalf of the Trust under the authority of its covenants, and Gary Zamber acknowledged the instrument to be the free act and deed of him in his capacity of Trustee aforesaid.

Signature: 

Name: JOYCE YOSHIMURA  
Notary Public, State of Hawaii  
My Commission expires: 10/16/2011

LS



STATE OF HAWAII )  
 ) SS  
COUNTY OF HAWAII )

On this 26 day of August, 2008, before me appeared Jamie Wallace, Trustee to me personally known, who being by me duly sworn, did say that he is the Trustee of the Faithful Ventures, a Trust and that this Warranty Deed dated 8-26-08 and consisting of 5 pages was signed on behalf of the Trust under the authority of its covenants, and Jamie Wallace acknowledged the instrument to be the free act and deed of her in her capacity of Trustee aforesaid. X

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Notary Public, State of Hawaii

My Commission Expires: 2-18-11

NOTARY PUBLIC CERTIFICATION

Shelby Keane Third Circuit

Doc Description: \_\_\_\_\_

Warranty Deed

No of Pages 5 Date of Doc N/A

Shelby Keane 8-26-08  
Notary Signature Date

STATE OF HAWAII )  
 ) SS  
COUNTY OF HAWAII )

On this 22 day of August, 2008, before me personally appeared Paul J. Sulla, to me known to be the person described in and who executed the foregoing this Warranty Deed consisting of 5 pages and dated 8/22/08, and acknowledged that HE executed the same as HIS free act and deed. X

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

SHELBY KEANE

Notary Public, State of Hawaii

My Commission Expires: 2-18-11

NOTARY PUBLIC CERTIFICATION

Shelby Keane Third Circuit

Doc Description: \_\_\_\_\_

Warranty Deed

No of Pages 5 Date of Doc 8/22/08

Shelby Keane 8-22-08  
Notary Signature Date

## SCHEDULE A

All of that certain parcel of land (being all of the land(s) described in and covered by Land Patent Grant No. 9817 to Maude O. Beers) situate, lying and being at Waiuli Waiakea, District of South Hilo, Island and County of Hawaii, State of Hawaii, being LOT 68 of the "LEHIA PARK RESIDENCE LOTS", and thus bounded and described:

Beginning at a galvanized iron spike at the southeast corner of this lot, and on the north side of Leleiwi Road ( 50 feet wide ), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HALAI" being 5473.57 feet north and 26056.03 feet east, as shown on Government Survey Registered Map No. 2730 and running by true azimuths:

1. Along Leleiwi Road, on a curve to the right, with a radius of 929.9 feet, the chord azimuth and distance being:

75° 06'                      86.53    feet;

2.    167°    46'                      140.06    feet along Lot 69;
3.    289°    05'                      91.47    feet along  
Government Reserved;
4.    342°    26'                      88.87    feet along same to  
the point of  
beginning and  
containing an area  
of 9,369 square  
feet, more or less

SUBJECT TO: Mortgage to Mortgage Electronic Registration Systems, Inc dated December 19, 2006 in the principal amount of \$570,000 and recorded as Document No. 2006-198480

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR        : GERALDINE M. RANDALL, unmarried  
GRANTEE        : Zamber, Trustee et al  
DATED          : June 5, 2008  
RECORDED       : Document No. 2008-093663

END OF SCHEDULE A

**From:** Gary Zamber <gzamber@gmail.com>  
**Subject:** Re: Gary Zamber Contract; Re: John Carroll Not Answering  
**Date:** February 19, 2010 2:10:02 PM HST  
**To:** Leonard Horowitz <len15@mac.com>

---

Aloha,

Regarding Action No. 09-1-0178 I contacted the Kona Circuit Court and learned that a 1st Amended Complaint was filed on November 3rd. A summons was issued on November 9th to defendant Lee. There is currently no proof of service filed in the Kona Circuit Court so far. There is a six month time limit to serve this.

Regarding the foreclosure appeal Civ. No. 05-1-0196 we will need to contact the supreme court if there was an appeal to a higher court. Was the appeal made to the circuit court, or to a higher court?

David Marshall for Gary Zamber

On Fri, Feb 19, 2010 at 6:36 AM, Leonard Horowitz <[len15@mac.com](mailto:len15@mac.com)> wrote:  
Okay, Gary. We agree to your terms. Thanks.

This case number is the one I am questioning without response from Carroll:

| | [il Action No. 09-1-0178, Dated 10/15/2009 signed by him and stamped by Judge Strance's court Oct. 28, 2009.](#)

Paul Sulla has filed a continuing case against us of LEE vs. The Royal Bloodline of David et al. with the new plaintiff being substituted. That plaintiff, I hold, is a "fraudulent conveyance"--a corporation sole funded and instigated by Herb Ritke with Lee a few weeks prior to Lee's death. Ritke's address is on the official documents as the primary office of the Overseer (alleged Lee "grand nephew" and beneficiary) Jason Hester. It is obvious this fraudulent religious organization was set up to simply continue the litigation --extended extortion initiated by Ritke as the alleged "counsel" of Lee, according to Lee's written notice to me.

Carroll, to the best of my knowledge, filed the **Action No. 09-1-0178** to get some service from the court with respect to either granting TRBoD title to the property after Lee refused to provide a satisfaction of mortgage after we paid all of Lee's debts to Maise (Intervenor) and had been awarded the \$200K damages by the jury OR Carroll had listened to my pleadings requesting that he object to this fraudulent conveyance being able to continue this extortionate abuse of process.

The ongoing case Sulla is advancing against us is: **Civ. No. 05-1-0196** (Foreclosure)

Carroll has filed an Appeal but we have no knowledge of the status of the appeal.

Len

On Feb 18, 2010, at 2:50 PM, Gary Zamber wrote:

**Exhibit 25**

| [Dr. H,](#)

| [I will contact the court and obtain a review from the court. Without seeing the entire file I will not be able to](#)

**From:** Gary Dubin <gdubin@dubinlaw.net>  
**Subject:** RE: Fwd from John Carroll re: NJUNCTION DATE FORECLOSURE AUCTION  
**Date:** April 19, 2010 9:47:54 AM HST  
**To:** 'Leonard Horowitz' <len15@mac.com>

1 Attachment, 16 KB

Len:

Please do not copy emails to me to others. That voids the attorney-client privilege. More later.

Gary

---

**From:** Leonard Horowitz [mailto:len15@mac.com]  
**Sent:** Monday, April 19, 2010 8:28 AM  
**To:** Gary Dubin  
**Cc:** Sherri Kane; Mitch Fine; Roxanne Hampton; Jackie Lindenbach; John S. Carroll  
**Subject:** Re: Fwd from John Carroll re: NJUNCTION DATE FORECLOSURE AUCTION

Gary,

Do you recommend that I attend the auction tomorrow AM at noon in Hilo? Or will it be stopped by injunction?

What to do?

Len

On Apr 17, 2010, at 12:12 PM, Gary Dubin wrote:



---

**From:** Leonard Horowitz [mailto:len15@mac.com]  
**Sent:** Saturday, April 17, 2010 9:09 AM  
**To:** Gary Victor Dubin  
**Subject:** Re: Fwd from John Carroll re: NJUNCTION DATE FORECLOSURE AUCTION

WISDOM. PURE WISDOM!

Len

On Apr 17, 2010, at 5:23 AM, Gary Victor Dubin wrote:

Have a nice weekend. Remember, pray to God, but continue to row to the shore. Gary

Dubin Law Offices  
Harbor Court, Suite 3100

Exhibit 26

55 Merchant Street  
Honolulu, Hawaii 96813

[gdubin@dubinlaw.net](mailto:gdubin@dubinlaw.net)  
(808) 537-2300 (office)  
(808) 392-9191 (cellular)  
(808) 523-7733 (facsimile)

SENT BY iPhone

On Apr 17, 2010, at 2:13 AM, Leonard Horowitz <[len15@mac.com](mailto:len15@mac.com)> wrote:

I know. You are right. But I have exhausted my repertoire of admonitions.

Sorry my prayers to have John help more have been consistently fruitless.

I am thankful he is at least consenting to give you the documents. I feared he lost them, or would refuse to relay them.

Aloha,

Len

On Apr 16, 2010, at 9:48 PM, Gary Victor Dubin wrote:

Len: Not really. He is impossible to deal with. Gary

Dubin Law Offices  
Harbor Court, Suite 3100  
55 Merchant Street  
Honolulu, Hawaii 96813

[gdubin@dubinlaw.net](mailto:gdubin@dubinlaw.net)  
(808) 537-2300 (office)  
(808) 392-9191 (cellular)  
(808) 523-7733 (facsimile)

SENT BY iPhone

On Apr 16, 2010, at 6:24 PM, Leonard Horowitz <[len15@mac.com](mailto:len15@mac.com)> wrote:

Gary,

This is a forward from John Carroll for you.

John is standing by to provide whatever documents and counsel he can provide.

Aloha,

Len

Begin forwarded message:

**From:** "John S. Carroll" <[johncarro001@hawaii.rr.com](mailto:johncarro001@hawaii.rr.com)>  
**Date:** April 16, 2010 8:20:49 PM PDT  
**To:** 'Sherri Kane' <[sherrikane@gmail.com](mailto:sherrikane@gmail.com)>, 'Leonard Horowitz' <[len15@mac.com](mailto:len15@mac.com)>, [gdubin@dubinlaw.net](mailto:gdubin@dubinlaw.net), 'Mitch Fine' <[mitchfine@hotmail.com](mailto:mitchfine@hotmail.com)>, 'Jackie Lindenbach' <[jackiel1957@gmail.com](mailto:jackiel1957@gmail.com)>, [raisin\\_cane@juno.com](mailto:raisin_cane@juno.com)  
**Subject:** RE: DATE 20th, NEXT TUES. INJUNCTION DATE FORECLOSURE AUCTION

Exhibit 27

Gary,

Called your office and told the receptionist you wanted these files this weekend. I am waiting until 5:30, but so far your messenger has not returned. (5:20)

Chris Dias will possibly be here in the morning. His number here is 5244600 ext. -225- / cell 225-5587.

I'm glad you're doing this for Dr. Horowitz.

jc

---

John S. Carroll  
**Law Offices of John S. Carroll**  
Phone (808) 526-9111  
Fax (808) 545-3800  
[johncarro001@hawaii.rr.com](mailto:johncarro001@hawaii.rr.com)

**PLEASE NOTE:**

The information contained in this communication is confidential, may be attorney-client privileged, and is intended only for the use of the addressee. Unauthorized use, review, disclosure, or copying is strictly prohibited. If you have received this communication in error, please notify the sender at the above number and permanently delete the original and any copy of any e-mail and printout thereof. If the transmission is incomplete or illegible, please call John Carroll at the number above.

THIS E-MAIL IS NOT INTENDED AS A SUBSTITUTE FOR A WRITING Notwithstanding the Uniform Electronic Transaction Act or the applicability of any other law of similar substance or effect, absent an express statement to the contrary in the message above, this e-mail message, its contents, and any attachments are not intended to represent an offer or acceptance to enter into a contract and are not otherwise intended to bind this sender, John S. Carroll, any of his clients, or any other person or entity.

IRS Circular 230 Required Notice--IRS regulations require that we inform you as follows: Any U.S. federal tax advice contained in this communication (including any attachments) is not intended to be used and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter[s].

---

**From:** Sherri Kane [<mailto:sherrikane@gmail.com>]  
**Sent:** Tuesday, April 13, 2010 10:22 PM  
**To:** Leonard Horowitz; [gdubin@dubinlaw.net](mailto:gdubin@dubinlaw.net); John S. Carroll; Mitch Fine; Jackie Lindenbach; [raisin\\_cane@juno.com](mailto:raisin_cane@juno.com); Sherri Kane  
**Subject:** Re: DATE 20th, NEXT TUES. INJUNCTION DATE FORECLOSURE AUCTION

Hey All,

My correct email address is : [SherriKane@gmail.com](mailto:SherriKane@gmail.com)  
I will not receive emails at any other addresses.

Thanks,  
Sherri

On Tue, Apr 13, 2010 at 10:17 PM, Leonard Horowitz <[len15@mac.com](mailto:len15@mac.com)> wrote:

Begin forwarded message:

**From:** Leonard Horowitz <[len15@mac.com](mailto:len15@mac.com)>  
**Date:** April 13, 2010 11:57:57 PM PDT  
**To:** Gary Dubin <[gdubin@dubinlaw.net](mailto:gdubin@dubinlaw.net)>  
**Cc:** "John S. Carroll" <[johncarro001@hawaii.rr.com](mailto:johncarro001@hawaii.rr.com)>, Mitch Fine <[mitchfine@hotmail.com](mailto:mitchfine@hotmail.com)>, Jackie Lindenbach <[jackiel1957@gmail.com](mailto:jackiel1957@gmail.com)>, Sherri Kane <[sherri@thereconnection.com](mailto:sherri@thereconnection.com)>, [raisin\\_cane@juno.com](mailto:raisin_cane@juno.com)  
**Subject:** DATE 20th, NEXT TUES. INJUNCTION DATE FORECLOSURE AUCTION

Gary,

Double check the date of the scheduled FORECLOSURE auction. It is next Tues., April 20th. (I thought it was the 22nd, but I was wrong.)

Sherri Kane informed me, after speaking with you today, that you:

- 1) Recommend that I relax. (Easy to say, hard to do.)
- 2) Plan to file for injunction soon and timely. (Right? When? When can you send us your draft for filing?)



John Carroll contacted me, as you now know, to pledge his provision of documents as needed. Can you confirm receipt of John's e-mail with attached documents?

Is there any other documents you need at the present time, John asks on our behalf?

John had prepared a draft of injunction filing that focused on:

1) world renowned religious humanitarian organization that would be severely and irreversibly damaged if foreclosure auction proceeds.

John also began to draft a complaint against Ritke et al, but feels confident you would do a better job as a foreclosure specialist. You have my Affidavit to help.

Thanks, in advance, for your prompt reply to our questions.

Aloha,

Len

--

Sherri Kane  
Freelance Investigative Journalist  
Co-Founder/Director of Marketing  
Healthy World Organization (HWO)  
[SherriKane.com](http://SherriKane.com)  
[healthyworldaffiliates.com/1](http://healthyworldaffiliates.com/1)  
[OxySilver.net](http://OxySilver.net)  
PharmaWhores.com  
FLUscam.com  
C-310-877-3002  
O-949-715-1520

**From:** Gary Victor Dubin <gdubin@dubinlaw.net>  
**Subject:** Re: Hearing continued?  
**Date:** September 26, 2011 9:14:22 AM HST  
**To:** "sherrikane@gmail.com" <sherrikane@gmail.com>  
**Cc:** Benjamin Brower <bbrower@dubinlaw.net>, Len Horowitz <len15@mac.com>

---

Because you want to win. Look at all that has happened before we got into the case. It is time for you to accept competent legal advice for a change. Please stop making unnecessary work for Ben and me. We could not have stopped the continuance if we tried. Please understand that you all have a zero legal IQ. Stop the desire to harm your own case.

Gary

DUBIN LAW OFFICES  
Suite 3100, Harbor Court  
55 Merchant Street  
Honolulu, Hawaii 96813

Office: (808) 537-2300  
Cellular: (808) 392-9191  
Facsimile: (808) 523-7733  
Email: [gdubin@dubinlaw.net](mailto:gdubin@dubinlaw.net)

Sent from my iPad

On Sep 26, 2011, at 8:56 AM, [sherrikane@gmail.com](mailto:sherrikane@gmail.com) wrote:

We want this case dismissed, Gary.  
If this is simply a bogus eviction case, it should just be dismissed.  
Why give Sulla anything and why do we want this hanging over our head for two more years?

Sherri

Sent from my Verizon Wireless BlackBerry

---

**From:** Gary Victor Dubin <gdubin@dubinlaw.net>  
**Date:** Mon, 26 Sep 2011 08:40:21 -1000  
**To:** Benjamin Brower<bbrower@dubinlaw.net>  
**Cc:** Leonard Horowitz<len15@mac.com>; Sherri Kane<sherrikane@gmail.com>  
**Subject:** Re: Hearing continued?

Len:

You forget that we are waiting for a decision on your appeal while you continue in possession. I would therefore be agreeable to a two-year continuance of the present state district court proceeding if Sulla wanted it, which would be in your best interest waiting hopefully for a good appellate result as you have not bonded the appeal, although we are proceeding on a different alternative defensive course.

Gary

DUBIN LAW OFFICES  
Suite 3100, Harbor Court  
55 Merchant Street  
Honolulu, Hawaii 96813

Office: (808) 537-2300

Exhibit 28



# SOS

Office of the Secretary of State  
Corporations & Charities Division

## Foreign Nonprofit Corporation

See attached detailed instructions

☒ **No Fee for Standard Service**

☐ **Expedited Service \$50.00**

This Box For Office Use Only

09/27/16 3272717-  
001  
\$0.00 D  
tid: 3333470

UBI Number: 603564808

## CERTIFICATE OF WITHDRAWAL

Chapter 24.03 RCW

***A Washington State Department of Revenue Clearance Certificate Must Be Attached***

### SECTION 1

**NAME OF CORPORATION:** (as currently recorded with the Office of the Secretary of State)  
NEW HAVEN NATIVE AMERICAN CHURCH

**NAME USED IN WASHINGTON STATE:** (If different than above)

### SECTION 2

**STATEMENTS BY THE FOREIGN NON PROFIT CORPORATION:** (please check ALL of the following)

- ☒ This corporation is not conducting affairs in Washington State
- ☒ This corporation surrenders the authority to conduct affairs in Washington State
- ☒ The corporation hereby revokes the authority of its registered agent in Washington to accept service of process, and consents that service of process in any action, suit or proceeding based upon any cause of action arising in Washington during the time the corporation was authorized to conduct affairs in Washington may thereafter be made on the corporation by service thereof on the Secretary of State of Washington.

### SECTION 3

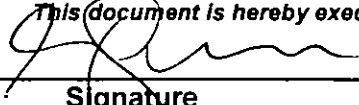
**ADDRESS WHERE SERVICE OF PROCESS MAY BE FORWARDED: (REQUIRED)**

Address: 15-2685 opae street City pahoa State hi Zip Code 96788

### SECTION 4

**SIGNATURE:** (see instructions page)

*This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.*

X  marc shackman CHURCH DIRECTOR 09/23/2016 808-366-9114

Signature Printed Name and Title of Officer Date Phone

***\*A Washington State Department of Revenue Clearance Certificate Must Be Attached\****



Washington State  
Department of Revenue  
Corporate Dissolutions Unit  
PO Box 47474  
Olympia, WA 98504-7474

TO THE HONORABLE SECRETARY OF STATE OF THE STATE OF WASHINGTON

Tax  
Registration No: 603 564 808

In Re Petition for Dissolution or Withdrawal of:

**NEW HAVEN NATIVE AMERICAN CHURCH**

Name of Taxpayer

**DEPARTMENT OF REVENUE CLEARANCE CERTIFICATE**

This is to certify that every license fee, tax, increase or penalty imposed under Chapter 180, Laws Of Washington, 1935, upon the above-mentioned corporation has been paid or provided for.

Dated August 16, 2016

**DEPARTMENT OF REVENUE  
STATE OF WASHINGTON**

By Corporate Dissolutions Unit

For tax assistance, visit <http://dor.wa.gov> or call 1-800-647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.



[http://www.chronline.com/mineral-area-church-that-takes-donations-for-hallucinogenic-experiences-reschedules/article\\_88ac1d24-e80f-11e5-8b1d-03385bdfaae7.html](http://www.chronline.com/mineral-area-church-that-takes-donations-for-hallucinogenic-experiences-reschedules/article_88ac1d24-e80f-11e5-8b1d-03385bdfaae7.html)

top story

# Mineral Area Church That Takes 'Donations' for Hallucinogenic Experiences Reschedules Retreats and Refuses to Give Refunds

## Issues: Leaders of Ayahuasca Healings Native American Church Claim Donations Are Non-Refundable, Money Will Help Build Organization

By Jordan Nailon / [jnailon@chronnailon.com](mailto:jnailon@chronnailon.com) Mar 11, 2016



Marc Shackman, shaman and CEO of the Oklevueha Native American Church of Ayahuasca Healings, walks near a group of teepees where church goers stay during the three-day religious ceremonies at the church's property near Mineral on Thursday, Feb. 11, 2016.

Exhibit 30

Pete Caster / pcaster@chronline.com

A recent post on the webpage of the Ayahuasca Healings Native American Church may be a sign that all is not well at the controversial spiritual center near Mineral.

The church began offering its brand of high-priced spiritual retreats near the end of January, and complaints from unhappy or dissatisfied participants started making the rounds on the Internet almost immediately thereafter.

Some of the original complaints alleged that the plant medicines — hallucinogens — were not strong enough and failed to provide the life-altering experience that was promised to them.

The newest wave of accusations are different entirely.

According to a post found on the Ayahuasca Healings Church website, dated March 10, some retreat dates have recently been postponed by church leaders without the option of a refund for those that had already paid, or donated, their retreat fee.

The full suggested donation price for a weekend at the church is just shy of \$2,000. Limited “scholarship” opportunities are said to be available, bringing the price tag of the weekend retreats down to about \$500.

“We understand that there are several of you who have booked retreats with us, and are upset about the re-scheduling of your retreats, without the opportunity for a refund,” read the post penned by church president Trinity de Guzman. “This is where we need to kindly, humbly, and deeply, ask you for your support and help, during the time we need it most.”

According to Marc Shackman, CEO and shaman of the Ayahuasca Healings Church, Guzman was denied reentry to the United States from Canada around the first of the new year after border agents discovered his affiliation with the church.

Guzman has been keeping up with the online operations of the church from outside the country since then. Shackman said the hope is that Guzman will be able to return sometime this summer.

Guzman suggested that spurned spiritualists look at the sudden change of plans as a “gift” or “blessing in disguise,” rather than a waste of opportunity and money, noting that, “Instead of jumping into a world of spiritual-revelations, that people might see for a night, and then quickly forget ... you have the opportunity to create a foundation. To prepare yourself. For the most transformational journey that is destined for you. Don't rush the process. You will have your ceremony, when you are meant to.”

The extensive post went on to emphasize that the church is not cancelling the retreats, they are simply rescheduling them, and they “ask for your surrender to this process.”

The post added, “When you surrender to this experience, without reacting in anger, you can begin to see (that) everything is happening the way it is meant to. Even though we might not understand exactly why.”

Guzman went on to suggest a new perspective for aspiring ayahuasca ceremony participants to view the expensive change of plans, writing, “We ask for your sweet surrender, knowing that the money you have donated is supporting many people's healing journey. Most of all your own.”

According to the post, the Ayahuasca Healings Church is unable to return the money given to them by prospective ceremony participants for two reasons.

First, they claim to have already “re-invested all of the donations,” mostly toward operating expenses. The post explained, “When you ask for a refund it puts a financial strain on us that may add up to this whole thing falling apart,” read the post.

The second reason put forth by the church for their lack of reimbursement is heavily wrapped in official terms and conditions pursuant to the application and donation process.



"You are not paying a price for a retreat. You are not paying for a product or services," read the post. "The money you send us is a donation, and is therefor (sic) non-refundable."

In a phone conversation earlier this week, Shackman said "It's not an exchange of money for services. It's a donation to our church which we can use in any way we choose."

In the extensive explanation post, Guzman added, "Based on these points, we are unable to issue refunds, and we, again, apologize so deeply, for this unexpected turn of events."

According to their website, representatives of the Ayahuasca Healings Church intend to contact all individuals who had their retreats rescheduled by phone in order to "ensure everything is as clear as possible, to build the personal connection, and to make sure that you are truly happy with your interactions with our Church."

Attempts to contact church leaders as well as the Lewis County Prosecutor's Office were not immediately successful.

Additional information on the Ayahuasca Healing Native American Church can be found on its website at <https://ayahuascahealings.com/ayahuasca-usa-church-vision/>.



# In 2016, the ‘First Legal Ayahuasca Church’ Got Shut Down. Was It a Scam—or a New Religion?

A Canadian and a Brit had a vision to serve mind-expanding drugs in America.

BY SARAH LASKOW    SEPTEMBER 16, 2016  
The view from Ayahuasca Healings' Elbe retreat. (Photo: Gabriel Ng/Just 2 Guys Creative)

**WHEN PEOPLE DRINK AYAHUASCA TEA**, the psychoactive, plant-based Amazonian drink, they have visions. Sometimes, those are visual hallucinations: these ceremonies happen at night because the spirit of the plant is supposed to speak most clearly in the dark.

Sometimes, though, they are inspirations—big ideas about how to change the world. Like many who are “called” to ayahuasca, Trinity de Guzman had a vision of spreading the gospel of the plant. But where for many that might mean proselytizing to their friends, for de Guzman, it took the form of a more specific idea.

In 2015, de Guzman was Skyping with an ayahuasca ceremony leader he admired about setting up a venture together, and the leader mentioned she could see herself living in the Pacific Northwest. “I was sitting a lot with the medicine”—ayahuasca—“at the time, maybe two times a week,” de Guzman says, leading a “small, private ceremony” for himself and a friend. “That’s when the clarity came through.” He would start a church—an ayahuasca church—the first public and legal ayahuasca church in the United States.

That was how Ayahuasca Healings began. Soon, the message had been pushed out, on Facebook, on message boards, all over the internet. Ayahuasca Healings was coming to America, and they promised that their ceremonies would be “100 percent legal.”

At Ayahuasca Healings, anyone seeking an ayahuasca experience could apply to join the church. There was no need to travel to Peru, where ayahuasca tourism is booming, or to worry about prosecution for possessing or consuming ayahuasca’s active ingredient, DMT, a Schedule 1 controlled substance in the U.S. As a religious organization, the founders believed, Ayahuasca Healings had the constitutional right to use ayahuasca in their ritualized ceremonies.

The market for such a place certainly existed. Virtually unknown in America until a decade or so ago, ayahuasca has been embraced by a broad swath of curious adventure-seekers, from Bay Area tech types to the Brooklyn creative class. After de Guzman started pitching Ayahuasca Healings online, towards the end of 2015, news of the group’s upcoming retreats was broadcast everywhere from psychonaut forums and YouTube channels dedicated to psychedelic and spiritual experiences to popular media outlets including *Vice*, *Complex*, *Medical Daily*, and *The Daily Beast*.

The Elbe land. (Photo: Gabriel Ng/Just 2 Guys Creative)

It distinguished itself quickly as the most brazen and ambitious ayahuasca outfit of its kind. Most organizations serving ayahuasca work quietly. Few require as substantial a financial commitment as Ayahuasca Healings was asking—a donation of as much as \$1,997 for a four-day retreat that included one ceremony with ayahuasca and another using San Pedro, a cactus that contains mescaline.

Exhibit 31

It was the group's claim to legality that attracted the most skepticism, though. The founders of Ayahuasca Healings believed their activities were protected by their relationship with the controversial Oklevueha Native American Church, though neither de Guzman or Marc Shackman, Ayahuasca Healings' church director and chief medicine man, is from the U.S. As a chapter of Oklevueha, Ayahuasca Healings called itself a Native American Church and assumed that legal exemptions that had been provided to native religious groups in the past made their retreats legal.

They were not. Two religious groups in the United States have won, through legal action, the right to serve ayahuasca, but the Drug Enforcement Agency evaluates petitions for such religious exemptions from drug laws on a case-by-case basis. Ayahuasca Healings did not have an exemption and, after the Drug Enforcement Agency took an interest in their work, quickly shut down operations, leaving church "members" who had signed up for future retreats out thousands of dollars. In online forums, the group has been called a cult and a scam, and its leaders accused of narcissism and delusions of grandeur. Both de Guzman and Shackman say their intentions have always been sincere and that, as soon as they've won permission from the DEA to serve ayahuasca, they will be able to make good on everything they've promised. "We want to show the DEA that we are committed to bring this to America in a controlled and safe way," Shackman says.

The DEA is not eager to permit the use of Schedule 1 drugs. The churches that are exempt from laws restricting peyote and ayahuasca fought long, expensive battles for years to win that right. In the past decade, ayahuasca is the only drug for which any religious group have been granted new exemptions; arguments for cannabis as a religious sacrament have not succeeded. Ayahuasca Healings is testing the boundaries of government tolerance for ayahuasca consumption and, in the process, stumbling through knotty questions: For a generation less drawn to traditional churches and temples, what counts as religion? Can spirituality be sold without compromising its integrity? In America, who is allowed access to psychoactive plants is anything but clear.

• • •

Before Trinity de Guzman found ayahuasca, he had immersed himself the world of business and online marketing, where the gurus were people like Harv Eker, whose teachings are about connecting mind and money. De Guzman first started learning about DMT in 2011, while he was working with a life coaching company in San Diego; a mentor there introduced him to the drug, and he tried smoking it. "That opened so much up within me," he says. "Once that happened, it was like the seeds were planted for experiencing ayahuasca." He had to share this with the world. In May 2015, while living in Mexico, he had the ayahuasca-inspired vision that he was "meant to bring it to the United States."

Shackman and de Guzman had met a couple of years earlier, through, of course, ayahuasca. They had both been spending a lot of time in Peru, in the Urubamba Valley, which has become a center of the drug's tourism. Shackman had grown up in a town in the west of England, where he never felt he fit in, he says, and as soon as he was able, he started traveling, to Africa, Asia, and central and South America. "I always put my self-exploration first," he says. At first he worked as a scuba instructor, but as he began to learn "about the universe and spirit and the spirit world, who I was in the human way and who I was in an inhuman way, in terms of my soul and spirit," he spent more of his time on meditation, yoga, and spiritual retreats. "It took over my life," he says.

Where de Guzman is slight and trim, with shining white teeth and a controlled, practiced way of speaking, Shackman is tall, his face often surrounded by a frizz of light hair, and expansive in conversation. When they started working together on Ayahuasca Healings, they divided the responsibilities, with de Guzman focused on attracting people to their group, drawing on the marketing skills he'd honed earlier, and Shackman starting on-the-ground work, beginning with the search for a retreat site. The land he found, 160 acres in Elbe, Washington, south of Seattle, had almost everything they were looking for. Water running through the land. Isolation, to a point—there were no neighbors but there was an international airport within a two hour drive. The snowy peak of Mt. Rainer was off in the distance.

Marc Shackman and Trinity de Guzman. [Photo: Gabriel Ng/Just 2 Guys Creative]

Shackman had never lived in the continental United States—he had spent time, on and off, in Hawaii and passed through California—but this was his first time in the Pacific Northwest. He was open to living anywhere, though, in pursuit of the vision he and Trinity now shared: They could bring the positive influence of the plant to harried, modern-day life. America needed ayahuasca.

Also, there were more practical reasons to set up their organization in the United States. “We knew we were here to target people who were not able to go to Peru,” says de Guzman. “There are a lot of people who are called to this medicine, but can’t take the time off work to go for a week.” He also believed that there was a provision in American law which would cover the activities the group was planning—which, in his words, “gives Americans or anyone in the United States the constitutional right to practice their religion, whatever they deem that to be,” even if that religion includes the consumption of otherwise illegal substances.

Despite their outward confidence, the Ayahuasca Healings founders did realize that the law they were depending on, the Religious Freedom Restoration Act, did not offer blanket protection for spiritually inflected drug use. They could not just show up in America and start distributing ayahuasca as a religious sacrament. (If the law were that broad, there would, presumably, already be groups serving the growing demand.) De Guzman was aware that two groups, União do Vegetal and Santo Daime, were allowed to serve ayahuasca legally, though. The question was exactly how they did it.

• • •

União do Vegetal, or UDV, began in the early 1960s, after José Gabriel da Costa, known as Mestre Gabriel, drank ayahuasca tea while working on a rubber tapping crew in Brazil. He tried the tea in 1959 and started distributing it to others shortly after; within a couple of years, he had formed this new religious order, rooted in Christianity and awe of the spiritual awareness ayahuasca tea enables.

In the early 1990s, Jeffrey Bronfman, an environmentalist whose wealthy family once owned the Seagram Company, first encountered ayahuasca when he traveled to Brazil, to consider a request from a spiritual organization “looking to preserve an area of land in the Amazon, because of the numbers of plants central to their religious practice,” he later said. Inspired by what he saw, he trained as a UDV mestre, a clerical role carrying the charge to distribute Mestre Gabriel’s teachings, and began holding ceremonies in Santa Fe, New Mexico. In 1999, the U.S. Customs Service seized a shipment of ayahuasca sent to the UDV Santa Fe office, and Bronfman served as the lead plaintiff in the decade-long legal battle that ultimately won UDV the right to serve ayahuasca tea as part of its religious rituals.

Ayahuasca preparation in Ecuador. [Photo: Terpsichore/CC BY 3.0]

Bronfman and the UDV argued, all the way up to the Supreme Court, that the government did not have a good enough reason to interfere with their religious practice. The Religious Freedom Restoration Act (RFRA) holds that the government should not “substantially burden a person’s exercise of religion”—if the person has demonstrated that their actions are sincere and part of their religion, they can get out of laws that apply to everyone else. (The 2014 Hobby Lobby case that exempted the business from certain requirements of the Affordable Care Act invoked this same law, for example.)

Thinking about this standard—what is religion? what makes its exercise sincere?—can get heady quickly, but over the years U.S. courts have come up with some relatively straightforward ways to answer these questions. Not all beliefs are religious, for instance. If they’re better characterized as philosophical or secular, RFRA doesn’t protect them. Courts have also come up with “indicia” of a religion—a religion takes on “ultimate questions having to do with deep and imponderable matters,” offers a comprehensive moral or ethical belief system, and has some set of ceremonies, rituals, clergy, writings, holidays, prescribed clothing, and other signs usually associated with traditional religion.

The question of sincerity is perhaps even harder to assess, but if a set of beliefs is gathered together, ad hoc, to justify a lifestyle choice, that’s one strike against sincerity. Commercial motives are another.

In UDV’s case, the government lawyers conceded that the church was, essentially, a real religion, but argued that the danger to members’ health and the possibility they’d distribute ayahuasca outside of a religious context outweighed the church’s right to use the tea. The Supreme Court sided with the UDV, setting a precedent for applying the RFRA to the use of controlled substances.

Even before the UDV decision, RFRA was tied up in the sacramental use of plants considered dangerous under the law. In the 1980s, two members of the Native American Church were fired from their jobs for using peyote, as part of a religious ritual. In that case, the Supreme Court ultimately held, in 1990, that the religious context did not outweigh the violation of the law against consuming peyote—it seems that freedom of religion expression only went so far. Religious groups of all kinds saw that decision as a danger, and by 1993, Congress passed RFRA to reaffirm and extend protections for the free exercise of religion.

UDV was the first religious group to successfully win an exemption for the Controlled Substances Act under the principles of the RFRA, and after the court issued its opinion, in 2006, the DEA faced an influx of petitions from groups trying for their own exemptions. In 2008, the DEA issued its first rejection in the wake of the UDV decision: the Church of Reality, “a religion based on believing in everything that is real” that considered marijuana a sacrament, had not met the legal standard for sincere religious exercise.

According to the DEA, since 2006, “at least two exemptions have been granted in the course of litigation”—the UDV exemption and one for Santo Daime, another church that draws on Christianity and ayahuasca rituals, that was founded, like UDV, by a Brazilian working in the rubber tapping industry.

Part of the court’s reasoning in the UDV case was that there was relatively little risk of the group distributing ayahuasca to non-believers. A decade ago, there was less demand for it, and up until a few years ago, ayahuasca was usually assumed to have no potential popular appeal. (It makes many people vomit violently, for one.) Even as more Americans have been “called” to ayahuasca, as they put it, the court’s reasoning has held out. UDV remains a small and its ceremonies somewhat secret; Santo Daime ceremonies are seen as more easily accessible to outsiders looking to experience ayahuasca, but many people are put off by the group’s strong connection to Christianity.

“We were more of all an overall package,” says Shackman, of Ayahuasca Healings’ pitch, a modern approach to ayahuasca, with less dogma. “There was a lot more freedom.”

• • •

After Ayahuasca Healings announced its intentions online in 2015, applicants came pouring in. Clients were looking for vision quests, a cure for depression, shamanic training, resolutions to setbacks in life; some had done ayahuasca before, and some knew very little about it. The fact that the retreats would be held in Washington State was a selling point for some people; the idea of attending a legal retreat appealed, too. And although it might seem like ayahuasca ceremonies are everywhere these days—the *New Yorker* recently quoted one expert who estimated that there were 100 ceremonies being conducted each night in Manhattan—one retreat participant said her other attempts to find an ayahuasca ceremony to attend were either rebuffed or ignored.

While they worked with volunteers to prepare for the retreat—waterproofing tent poles, erecting tipis, cleaning and repainting the few buildings on the property, buying enough supplies that one Walmart clerk asked if they were preppers—Shackman and de Guzman were also shoring up the legal structures of their new organization. They applied for and were granted nonprofit status (the IRS lists a public charity named “Ayausca Healings” registered under Shackman’s name in Elbe, Washington); they sent a letter to the local prosecutor introducing the church and outlining its activities. Most importantly, they made an arrangement with the Oklevueha Native American Church that they believed would grant their group legal cover.

Perhaps the first crack in their confidence about the legality of their plan was when they aligned themselves with ONAC. Originally, they had formed a relationship with the New Haven Native American Church, which will perform a “spiritual adoption” of people who believe in the religious power of ayahuasca. After Ayahuasca Healings started

getting attention online, James Mooney, ONAC's founder, wrote a post about the group on Facebook, saying that Ayahuasca Healings was not completely protected from the law. He could fix that. They got in touch.

Mt. Rainer sunrise. [Photo: Chris Dickey/CC BY 2.0]

Even as reporters spread the word about the “first legal ayahuasca church” in the country, people interested in ayahuasca or other psychoactive drugs, as well as people on guard for cult-like groups, started voicing skepticism about the new church, in particular its claim to legality. What de Guzman and Shackman treated as a unique vision, others saw as a common reaction to ayahuasca—many people who participate in ayahuasca ceremonies feel strongly that “everyone needs to experience this” and that it’s their calling to help save the world. Plenty of people in the ayahuasca community supported the idea of bringing ayahuasca to the U.S. but they weren’t sure these two audacious men, with their questionable claims to legality, were going to do that job carefully and safely. If they did not—if the authorities used this as an excuse to crack down on ayahuasca, if someone died at this high profile retreat—it could not only break the current, relatively tolerant environment, but cut short the growing mainstream interest in ayahuasca as a safe and therapeutic drug.

Mooney has his own band of skeptics and legal battles. “Most of the Native American Churches hate my guts,” he says. The reason: Oklevueha says it can protect the use of plant-based “sacraments” by people who don’t belong to federally registered tribes. It also counts many plants as sacraments. In other words, membership is open to anyone, and ONAC will sanction the use of cannabis, san pedro, kava and other plants in ceremonies held by its affiliates.

The government has not always agreed with Mooney’s claims to the right to use controlled substances. Fifteen years ago, government authorities seized packages of peyote from Mooney’s church and charged him with a number of drug felonies; the federal charges were dropped after the UDV’s Supreme Court victory.

Recently, though, Oklevueha affiliates have not met with success in court. Last year, a Michigan judge rejected an ONAC member’s claim to religious exemption after he was caught growing marijuana. Earlier this year, ONAC opened a case against the government for seizing a shipment of cannabis headed to a member in Oregon. This past April, the Ninth Circuit upheld a lower court decision to deny the Oklevueha Native American Church of Hawai’i, run by Mooney’s son, an exemption from federal laws restricting the use of cannabis.

In this last case, a consortium of Native American Churches filed an amicus brief, which informed the court that “NAC organizations do not recognize Oklevueha as a chapter” or “recognize, condone, or allow the religious use of marijuana, or any other substance other than peyote, in any of its religious services.” Earlier this year, in February, the Native American Church of South Dakota released a statement disassociating itself from Mooney. The National Council of Native American Churches released its own statement:

“There is a growing trend in the United States, of organizations adopting the name ‘Native American Church’ as a means of trying to obtain the protection of federal law which was established by the government to recognize and protect the legitimate indigenous religions that have prospered on the North American continent since long before European settlers arrived...”

“Some of these illegitimate organizations, comprised of non-Native people, are now claiming that marijuana, ayahuasca and other substances are part of Native American Church theology and practice. Nothing could be further from the truth...We reject the attempts to grasp onto our indigenous ways and deceive the public by claiming them as their own for their own personal enjoyment or for profit.”

An authentic cultural claim to a religious tradition isn’t necessarily part of the legal criteria for exemption from drug laws. Federal law does now allow the possession of peyote for all members of any federally recognized Indian tribe, but in one case involving the ONAC, the court found that a non-tribal person’s peyote use could be protected by membership in a Native American Church. Like Ayahuasca Healings’ founders, UDV’s Bronfman is a non-native person who spent time in the Amazon and felt inspired to bring back ayahuasca to the United States. But American drug laws are tied to the history of persecution of Native American cultures, and by claiming the rights that tribal members fought for



as theirs, outsiders threaten that protection.

But Shackman and de Guzman are unswayed by the National Council’s objections to naming a group like theirs a Native American Church. “We’re not using ayahuasca for our own personal enjoyment or for profit,” says de Guzman. “To believe in Native American theology isn’t about the color of your skin or where you were born. But it’s about the philosophy of what it’s about...To me the Native American Church is all encompassing.”

“What we really are is an indigenous world culture church,” Shackman says. “We fall under Native American church because we’re in America and that’s the indigenous culture in America. “To be Native American—to fully appreciate Native American culture, you don’t have to be Native American. A lot of Native American people have problems with bringing their tradition to white man.” Native American Churches who reject groups like Ayahuasca Healings, he says, are “not in touch with their traditional religion,” which he believes would not see a separation here.

“We do not expect all native peoples to approach us with such a transcendental perspective, and view us all as one spirit. There are always a few haters,” he says. “You can’t make everyone happy.”

• • •

In January, Ayahuasca Healings held its first retreat, of six they would conduct. The first day, after the guests arrived on the land and settled into the white tipis, there was a cleansing sweat lodge; the next morning, they participated in a San Pedro ceremony, and in the evening, after dinner, they went back up the mountain on the property for the ayahuasca ceremony. The second full day, they would spend processing their experience, maybe try acroyoga or other workshops, and by the fourth day be grounded enough to take what they’d learned back out into the world.

A group at Ayahuasca Healings, in Elbe. [Photo: Gabriel Ng/Just 2 Guys Creative]

For some of the retreat-goers and volunteers, this experience was everything they had hoped for; for others, the more time they spent with Ayahuasca Healings, the more uncomfortable they became. Living on the Elbe land could be demanding. The living quarters were basic to begin with, and it was still winter and cold. The ground could be wet, even inside the tents, and as the number of volunteers fluctuated, at times one person was cooking for 20 people.

But their most nagging doubts were about the founders’ self-aggrandizing behavior and resistance to feedback. A couple of volunteers say, for instance, that when confronted with the suggestion of possible problems or dangers, the founders told them that as long as they believed everything would go well, it would. And instead of being focused on volunteers and guests having transformative experiences, they kept the focus on themselves: *Look at us. Look at what we’re doing for people.*

De Guzman defended their behavior as a necessary part of running the operation. All members of Ayahuasca Healings are equal, he says, although as the founder, “my voice is what brings people to the organization.”“We were under a very specific time crunch, and so, yeah, we are all equals,” he says, “and at the same time if we did things in a way where we would just listen to or implement all the volunteers’ ideas, very little would get done.”

If one of the markers of a traditional religion is that members believe in, trust and follow the guidance of their leader, the Ayahuasca Healings founders seemed to be having only mixed success. The retreat-goers had dramatically different ideas about whether they were participating in a religion. One guest, who had an overwhelmingly positive experience at the retreat, says she “definitely never thought that it was a religion.” Another, who was so uncomfortable with how the retreat was run that he left early, says he had initially been most excited about finally finding “something that fit what I believed.” One person who helped interview and approve applicants said that while “for me it certainly had a spiritual component...I always felt it was understood, though never mentioned, that the primary reason for calling it a religion was for legal purposes.”

Ayahuasca Healings’ blend of spiritualism and online marketing led to confusion over the donations retreat attendees were asked to give, too. Although there was some flexibility in how much retreat-goers gave, the transaction felt enough like buying a vacation package that the church’s new “members” expected a retreat in return.

Any concerns, internal or external, about the way the country’s “first public, legal ayahuasca church” was being run came to head when the DEA took an interest in the group. At the end of February 2016, the agency sent what de Guzman describes as a “very friendly letter” to the group and inviting them to petition for a religious exemption. “We received it and we really started to sit with it,” says de Guzman. They decided to stop holding retreats.

Ayahuasca Healings retreat. [Photo: Gabriel Ng/Just 2 Guys Creative]

This did not sit well with the center’s clientele. When those people received the news that their retreats would be postponed indefinitely—effectively canceled—many were livid. On internet forums dedicated to the group, they traded advice on how to get their money back, by contesting the charges through their credit cards or credit unions, unmoved by the argument made by Ayahuasca Healings’ founders, that they had not bought a retreat but made a donation. The money the church received, de Guzman and Shackman say, went to its operation; they could only promise that retreats would resume in the future, or offer a Peruvian retreat as a replacement. During the months Ayahuasca Healings was running retreats, the church did return money to a few people who had to change their plans (de Guzman calls these “gifts of good faith” rather than refunds). Since the group stopped active operations, it has not repaid anyone who sent in their money for a future retreat.

Some people did rebook on the Peru retreat. But for those who had been or become mistrustful of the group, the management of the Peruvian retreats only confirmed their fears. Most alarmingly, on the second outing, Sulastri de Andrade, the owner of the property, had to intervene to help a guest who was sick. The guest was “semi-unconscious,” de Andrade says, suffering from altitude sickness and fatigue, which had been exacerbated by the ayahuasca.

De Guzman on a retreat in Peru. [Photo: Supplied]

Deaths, though rare, do happen in connection ayahuasca ceremonies; in the past month, a woman died while attending an ayahuasca retreat in Kentucky, held by another group with a tenuous claim to legality. The tea poses a higher risk to people with heart conditions and who are taking antidepressants and some of the reported deaths have been connected to other drugs used during the ceremonies.

De Guzman says the suffering guest was safe, and the situation under control, a scary-seeming but familiar part of ayahuasca work. The group’s safety measures came in the selection of retreat participants—interviewers screened out people with medical counter-indications to taking the drug. A former Ayahuasca Healing interviewer, though, says at least one person initially rejected for their methadone use managed to get another interview and be approved. (After he flagged this, she did not attend the retreat, he believes.)

“No matter what people experience, no matter what it might look like, it’s always as much as they can handle,” says de Guzman. “Mother Ayahuasca will only ever give you what you can handle.”

• • •

The leaders of Ayahuasca Healings are still hoping that the DEA will grant them a religious exemption for their work. In late August, the agency requested more information from the group about its religious practices. “We are very confident that the petition will be granted,” say de Guzman. “If it’s not handed to us like this, we will take them to court, and we will win the exemption.”

The future of the group, though, is murky. They gave up their lease on the land on Elbe; the property’s now being run as a mountain resort. They plan to restructure, under a new name, as what Shackman calls a “fresh new start,” and de Guzman will step back from his more public role promoting the group. In their petition to the DEA, which one skeptic obtained through a freedom of information request, their lawyer wrote that the Ayahuasca Healings founders “wish to admit that they were previously mistaken about the current state of the law regarding Ayahuasca.”

ONAC also says that Ayahuasca Healings is “no longer in good standing with us.” “They were treating it like a business. They were advertising and marketing, which is a grievous slap in the face to indigenous medicine people,” says Mooney. “When all these people paid them money to do a ceremony they ran off with the money, just like a corrupt business.” Right now, he says, he is not renewing their ability to work under the ONAC. “They’re really, really nice guys, but it’s like these business people have gone into the religious business and it just doesn’t mix.

Mooney hadn’t communicated this to Ayahuasca Healings directly. “He hasn’t said that to us before,” says de Guzman. But the DEA exemption would be for Ayahuasca Healings, independent of ONAC, he says. “Once we have our DEA exemption, it won’t matter anymore.”

There are other groups going through the same process as Ayahuasca Healings. Another ayahuasca retreat, SoulQuest, recently received a similar letter for the DEA suggesting they stop operations and initiate a petition for a religious exemption. Part of the reason that Ayahuasca Healings attracted so much concern from the larger ayahuasca and psychedelic therapy community is because increasing numbers of people do believe ayahuasca can have positive spiritual and therapeutic effects: like de Guzman and Shackman, they want to find ways to give more people access to ayahuasca. Since the DEA evaluates religious exemption petitions individually, the decision on Ayahuasca Healings’ legality should not keep the next group from winning an exemption. But the more groups with questionable motives that try to use this exemption, the harder it could be for the next group to prove that their use of ayahuasca as a religious sacrament is truly sincere, both in their hearts and under the law.

UTOPIA WEEK   DRUGS   LAW   MEDICINE   PLANTS   RELIGION   FEATURES

Mark Shackman and Paul J. Sulla, Jr. Misrepresenting the Illegal Use of Ayahuasca ("DMT") Hallucinogenic Drug in Hawaii Using Stolen Property After the DEA Shut Down Their Washington "Church" Operation that Bilked "Journeyers" Out of their Money.



Shackman left and in bottom two pictures shown living on the property attorney Sulla stole with complicit Bar members.



BRIBERY for  
Property Theft

HAWAII  
Third C

# Judicial Corruption

Stephen D. Whittaker, Esq.

Paul J. Sulla, Jr., Esq.



## CRIME SCENE



**WARNING**  
"A RECKLESS MAN"  
"PUBLICALLY CENSURED"

**LOCAL LAWYER**



**PAUL J. SULLA, JR.**

"CONCLUSIONS ... DEFTY COMMON SENSE,"  
"CHAMPIONS FRIVOLOUS ARGUMENTS ..."

NATIONAL CONSUMER GROUP WARNING  
PAUL SULLA AND HIS FIRM OF LOCAL LEGAL RECKLESSNESS  
PAULSULLACENSURED.COM  
www.CJLAWOFFICE.COM



Exhibit 32

Paul J. Sulla, Jr. (SBN 5398)  
 PO Box 5258  
 Hilo, HI 96720  
 Telephone: 808/933-3600  
 Fax: 808/933-3601

Pro Se and Attorney for  
 Paul J. Sulla Jr., Attorney At Law  
 A Law Corporation

IN THE UNITED STATES DISTRICT COURT  
 DISTRICT OF HAWAII

LEONARD G. HOROWITZ, an )  
 Individual; SHERRI KANE, an )  
 Individual )  
 )  
 Plaintiffs, )

vs. )

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

CIVIL NO.: CV15-00186 JMS-BMK

**MEMORANDUM IN SUPPORT OF  
 DEFENDANTS PAUL J. SULLA, JR.  
 and PAUL J. SULLA JR., ATTORNEY  
 AT LAW A LAW CORPORATION'S  
 MOTION TO DISMISS "VERIFIED  
 COMPLAINT FOR DEPRIVATION  
 OF RIGHTS AND INJUNCTIVE  
 RELIEF" FILED MAY 19, 2015  
 [CM/ECF Doc. No. 1]**

**Exhibit 33**

0304, where an Order granting Summary Judgment on the Quiet Title and Tenancy by Sufferance claims against the present Plaintiffs was granted and a writ of possession is currently pending service to evict Plaintiffs from their current residence.<sup>2</sup> The present Complaint herein appears to be an attempt by Plaintiffs to have the U.S. District Court supplant its judgement for that of the Hawaii Circuit Court for the Third Circuit, which is disallowed under the Rooker-Feldman Doctrine<sup>3</sup> as discussed more fully below.

Plaintiffs believe that somehow the relatively simple underlying state court eviction and foreclosure matter *Hester v. Horowitz et al.*, Case No. 14-1-0304 ties into their many colorful conspiracy theories against the government and pharmaceutical companies and therefore their federal claims are appropriate. However, Plaintiffs are tragically mistaken. There has been no finding of fraud or illegality in the foreclosure and subsequent quiet title and eviction actions by the state court and thus Plaintiffs' Complaint, which relies on its conclusory allegation of fraud and illegality in the foreclosure sale of the Subject Property, is fundamentally and incurably flawed. To the extent that Plaintiffs allege unrelated illegality by the Moving Defendants, Plaintiffs are likewise mistaken as to both the facts and the law.<sup>4</sup>

There exist numerous state and federal cases where Plaintiff Horowitz, most often appearing pro se, files meritless claims or counterclaims which are ultimately dismissed.

<sup>2</sup> The current status of *Hester v. Horowitz et al.*, Case No. 14-1-0304 is not in dispute. Plaintiffs admit on page 5, paragraph 6 and Ex. "E" of their Memorandum in Support of Request for Leave to Serve by Publication [ECF Doc. #4-1] filed on June 1, 2015 herein the current status and claims of the parallel State Court action.

<sup>3</sup> See *Rooker v. Fidelity Trust Co.*, 263 U.S. 413(1923) and *District of Columbia Court of Appeals v. Feldman*, 460 U.S. 462 (1983). The Rooker-Feldman Doctrine holds that lower United States federal courts—i.e., federal courts other than the Supreme Court—should not sit in direct review of state court decisions unless Congress has specifically authorized such relief. In short, federal courts below the Supreme Court must not become a court of appeals for state court decisions. The state court plaintiff has to find a state court remedy, or obtain relief from the U.S. Supreme Court.

<sup>4</sup> E.g. While not at all relevant to the case, Plaintiffs allege unlawful church activities by the Moving Defendants, referring to a religion that the U.S. Supreme Court has already evaluated and found to be protected under the U.S. Constitution in *Church of the Holy Light of the Queen v. Mukasey*, 615 F. Supp. 2d 1210 (D. Ore. 2009), "guided by the unanimous decision of the United States Supreme Court in *Gonzales v. O Centro Espirita Beneficente Uniao do Vegetal*, 546 U.S. 418 (2006)(holding that the federal government could not ban the Daime tea when used for religious purposes).





<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>
<b>Owner and Parcel Information</b>					
<b>Owner Name</b>	HALAI HEIGHTS LLC Fee Owner, Tenants in Severalty		<b>Today's Date</b>	December 22, 2016	
<b>Mailing Address</b>	PO BOX 5258 HILO, HI 96720-8258		<b>Parcel Number</b>	130010490000	
<b>Location Address</b>	13-3775 PAHOA KALAPANA ROAD		<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>	1362-5		<b>Land Area (acres)</b>	17.106	
<b>Legal Information</b>			<b>Land Area (approximate sq ft)</b>	745,137	

<b>Assessment Information</b> <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
2016	AGRICULTURAL	\$ 94,900	\$ 15,700	\$ 0	\$ 15,700	\$ 477,500	\$ 477,500	\$ 0	\$ 477,500	\$ 493,200

<b>Appeal Information</b>			
No appeal information on parcel.			
<b>Land Information</b>			
Property Class	Square Footage	Acreage	Agricultural Usage
AGRICULTURAL	217,800	5	
AGRICULTURAL	527,337	12.106	Yes

<b>Agricultural Assessment Information</b>		
Acres in Production	Agricultural Type	Agricultural Value
0.25	Soll:H Use:S	\$500
0.856	Soll:5 Use:B	\$1,712
4	Soll:5 Use:B	\$8,000
4	Soll:8 Use:B	\$840
5	Soll: Use:	\$100
3	Soll:6 Use:B	\$4,500
This parcel has land in agricultural usage and therefore agricultural usage assessments have been made.		

<b>Residential Improvement Information</b>														
Building Number	Year Built	Effective Year Built	Square Feet	Total Room Count	Full Baths	Half Baths	Bedrooms	Framing	Exterior Wall	Roof Material	Heating/AC	Fireplace	Grade	Sketch
1	1993	1993	3,816	8	4	0	4	Frame	DOUBLE WALL	CORRUGATED IRON	NONE	0	3+	<a href="#">Sketch Building 1</a>

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

<b>Permit Information</b>			
Date	Permit Number	Reason	Permit Amount
12/03/2003	032410	POOL	\$ 15,000
04/07/1993	930622		\$ 5,600
08/18/1992	921782		\$ 240,616
04/17/1986	860656		\$ 2,000
03/11/1986	860412		\$ 46,000

<b>Dept of Public Works Bldg Division Permit and Inspections Information</b>							
Permit Date	Permit Type	Permit Number	Permit Reason	Permit Description	Estimated Cost	Inspection Date	Inspection Status
12/03/2003	Plumbing	<a href="#">M031472*</a>	New		\$100		

Exhibit 34

12/03/2003	Building	<u>032410*</u>	New		\$15,000		
04/07/1993	Building	<u>930622*</u>	Addition		\$5,600	10/18/1993	COMPLETED
01/20/1993	Electrical	<u>E930091*</u>	New		\$5,200	06/09/1993	COMPLETED
09/02/1992	Plumbing	<u>M921418*</u>	New		\$3,000	10/21/1993	COMPLETED
08/18/1992	Building	<u>921782*</u>	New		\$240,616	10/18/1993	COMPLETED
04/21/1986	Plumbing	<u>MH41402*</u>	New		\$2,700		
04/17/1986	Building	<u>860656*</u>	Alteration		\$2,000		
03/11/1986	Building	<u>860412*</u>	New		\$46,000		

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
09/06/2016	\$ 450,000	60960740	FEE CONVEYANCE	Warranty Deed	09/09/2016				675	Warranty 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
06/09/2011	\$ 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
01/08/2008	\$ 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
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
01/15/2004	\$ 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)
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
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
03/07/1994	\$ 0	9400063087			04/12/1994					
12/22/1986	\$ 1,000	9300211861	FEE CONVEYANCE	Deed	12/21/1993				1.00	Deed

Current Tax Bill Information										<a href="#">2016 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		
2012-2	Real Property Tax	02/20/2013	\$ 0.00	\$ 0.00	\$ 186.60	\$ 0.00	\$ 1.87	\$ 0.00	\$ 188.47		
2013-1	Real Property Tax	08/20/2013	\$ 0.00	\$ 0.00	\$ 1,975.34	\$ 197.53	\$ 869.20	\$ 0.00	\$ 3,042.07		
2013-2	Real Property Tax	02/20/2014	\$ 0.00	\$ 0.00	\$ 1,975.34	\$ 197.53	\$ 738.82	\$ 0.00	\$ 2,911.69		
2014-1	Real Property Tax	08/20/2014	\$ 0.00	\$ 0.00	\$ 2,089.58	\$ 208.96	\$ 643.69	\$ 0.00	\$ 2,942.23		
2014-2	Real Property Tax	02/20/2015	\$ 0.00	\$ 0.00	\$ 2,089.58	\$ 208.96	\$ 505.75	\$ 0.00	\$ 2,804.29		
2015-1	Real Property Tax	08/20/2015	\$ 0.00	\$ 0.00	\$ 1,785.72	\$ 178.57	\$ 314.26	\$ 0.00	\$ 2,278.55		
2015-2	Real Property Tax	02/22/2016	\$ 0.00	\$ 0.00	\$ 1,785.71	\$ 178.57	\$ 196.42	\$ 0.00	\$ 2,160.70		
2016-1	Real Property Tax	08/22/2016	\$ 0.00	\$ 0.00	\$ 2,281.06	\$ 228.11	\$ 100.36	\$ 0.00	\$ 2,609.53		
2016-2	Real Property Tax	02/21/2017	\$ 0.00	\$ 0.00	\$ 2,281.05	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,281.05		
									<b>\$ 21,218.58</b>		
Tax bill is computed to 12/31/2016 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: December 16, 2016

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

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## ***CURRICULUM VITAE***

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

### ***Forensic Examination Provided For:***

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

### ***Education***

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

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

#### ***Specific Areas of Training:***

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

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

#### ***Apprenticeship Included:***

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

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

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



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

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***CURRICULUM VITAE Cont.***

***Further Qualifications:***

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

***Laboratory Equipment:***

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

***Library***

Numerous forensic document examination titles and other handwriting reference materials.

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

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

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

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

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

13 **5. Observations and Opinions:**

14 PAGE NUMBERING:

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

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

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

22 DOCUMENT PAGES:

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



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

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

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

6 PAGES 5 AND 6

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

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

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

20 PAGE 8.

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

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

23  
24 6. **Opinion:** EXHIBIT B, The ARTICLES OF INCORPORATION, CORPORATION SOLE  
25 FOR ECCLESIASTICAL PURPOSES for the Corporation Sole of THE OFFICE OF THE  
26 OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR  
27 ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS filed with the State of Hawaii  
28

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

4 **7. Declaration:**

5 I declare under penalty of perjury under the laws of the State of California that the  
6 foregoing is true and correct and that this declaration was executed on the 12th day of June, 2015,  
7 in Sherman Oaks, California.  
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9   
10 BETH CHRISMAN  
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STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
Business Registration Division  
1010 Richard Street  
PO Box 40, Honolulu, HI 96810

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

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

Article I

The name of the Corporation Sole is:

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

Article II

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

Article III

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

Article IV

The period of duration of the corporate sole is perpetual.

05/29/200920052

## Article V

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

## Article VI

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

05/29/200920052

**Article VII**

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

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

**Article VIII**

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

**Article IX**

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

**Article X**

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

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

Witness my hand this 8 day of May, 2009.

CECIL LORAN LEE

Cecil Loran Lee



# CERTIFICATE OF EVIDENCE OF APPOINTMENT

## Asseveration

State of Hawaii                                 )  
   )  
 County of Hawaii                                )

Signed and Sealed

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



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

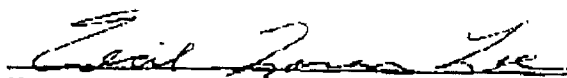
Cecil Loran Lee is the duly appointed, qualified OVERSEER of THE OFFICE OF OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, by virtue of Spiritually and Divinely inspired appointment and he is, and has been, sustained as such by the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

05/29/200920052

# **General Certification**

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

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



Affix Seal

Here.

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

## STATEMENT OF INCUMBENCY

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

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

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


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

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

# General Certification

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

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

 Affix Seal Here.

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

**Beth Chrisman**  
Forensic Document Examiner  
13437 Ventura Blvd, Suite 213  
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Phone: 310-957-2521 Fax: 310-861-1614  
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www.HandwritingExpertCalifornia.com

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**LEVELS OF OPINION-BASED ON ASTM GUIDELINES FOR EXPRESSING CONCLUSIONS**

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

- **Identification / Elimination**

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

- **Strong Probability**

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

- **Probable**

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

- **Evidence to Suggest**

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

- **Inconclusive**

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

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

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

## 5. Documents of ROBERT DUKAT:

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

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

## 6. Documents of PAUL SULLA, JR.:

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

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

1 from the ASTM Standard Terminology for Expressing Conclusions for Forensic Document  
2 Examiners.

3 **8. Examinations & Observations:**

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

19 **9. Opinions:** Based upon my thorough analysis of these items, and from an application of  
20 accepted forensic document examination tools, principles and techniques my professional expert  
21 opinion follows:  
22  
23  
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- 25 a. There is a strong probability that the Robert Dukat of the known signature samples in  
26 Exhibit 5 did not sign the three (3) questioned documents. An examination of additional  
27  
28

1 known handwriting samples of Robert Dukat and/or original documents may lead to a more  
2 conclusive opinion in this case.

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

7 Please see EXHIBIT 3 for levels of expressing opinions.

8  
9 **10. Declaration:**

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

13  
14   
15 BETH CHRISMAN

**Phillip L. Carey**  
Attorney At Law

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

September 12, 2013

NOTICE TO VACATE

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

Dear Medical Veritas, Inc.:


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

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

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

Thank you for your anticipated cooperation.

Sincerely,

  
Phillip L. Carey  
Attorney for Jason Hester, Owner

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

Ex. A



*Phillip L. Carey*  
Attorney At Law

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

September 12, 2013

NOTICE TO VACATE

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

Dear Mr. Horowitz:

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

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

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

Thank you for your anticipated cooperation.

Sincerely,

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

Served by 12 DUM upon POSTED

at 13-3775 Kalapana Rd, Pahoa HI

in following manner: POSTING

Accepted \_\_\_\_\_

date 9/20/13

Ex. B

## TRESPASS WARNING

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

Person Warned: DOB 12/20/2013  
Known Alias(es): \_\_\_\_\_  
D.O.B: \_\_\_\_\_ Age: \_\_\_\_\_ S.S. #: \_\_\_\_\_  
Description: Ht: \_\_\_\_\_ Wt: \_\_\_\_\_ Race: \_\_\_\_\_  
Build: \_\_\_\_\_ Complexion: \_\_\_\_\_ Hair: \_\_\_\_\_ Eyes: \_\_\_\_\_  
Distinguishing characteristics: \_\_\_\_\_

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

Signature of Recipient

Date and Time Warning Given

Signature of Other Witness or Police Officer Present When Warning Given

Ex.C





04/18/2013 20022

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

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



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

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

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

Robert Dukat [Signature] 4/16/2013  
(Print Name) (Signature) (Date)

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

(DEPARTMENTAL USE ONLY)  
Certificate of Registration No. 4116331

**CERTIFICATE OF REGISTRATION OF TRADE NAME**

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

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

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
STATE OF HAWAII  
Dated: APRIL 17, 2013  
[Signature]  
(Director of Commerce and Consumer Affairs)

B48 (Fee)  
S18 (SH)