

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

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

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

Appeal No. CAAP-15-0000094

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

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

Plaintiffs and
Appellees,

vs.

LEONARD GEORGE HOROWITZ;

Defendant and
Appellant

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

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

REQUEST AND DECLARATION OF COUNSEL FOR ATTORNEYS' FEES AND COSTS

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

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

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

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

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

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

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

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

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

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

/s/ Paul J. Sulla, Jr.

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

HOURLY WORKSHEET (Non-Indigent Representation)

Appellate Case Number: CAAP-15-0000094

Case Name : Sulla v. Horowitz

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

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

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

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

ATTORNEY AT LAW

PAUL J. SULLA JR. A LAW CORPORATION

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

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

March 17, 2014

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

RE: Sulla v. Horowitz, commercial lien removal

ATTORNEY-CLIENT FEE AGREEMENT

Dear Mr. Sulla:

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

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

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

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

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

Appendix "C"

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

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

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

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

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

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

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

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

Date: 3/17/14



P. JOSEPH SULLA III (Client)

By: 

PAUL J. SULLA, JR. (Firm)

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



P. JOSEPH SULLA III

CERTIFICATE OF SERVICE

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

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

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

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

Appellant

/s/ Paul J. Sulla, Jr.

Paul J. Sulla, Jr.



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



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

20 1/1 22

LAND COURT

REGULAR SYSTEM

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

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

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

CONDOMINIUM DEED

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

WITNESSETH:

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

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

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

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

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

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

EXHIBIT "A"

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

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

TOGETHER WITH appurtenant limited common elements as follows:

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

TOGETHER WITH appurtenant easements as follows:

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

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

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

BEING A PORTION OF THE PREMISES ACQUIRED BY WARRANTY DEED:

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

GRANTEE: KAOHIMAUNU LIMITED PARTNERSHIP, a Hawaiian Limited
Partnership

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

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

"Grantor"

KAOHIMAUNU LIMITED PARTNERSHIP,
a Hawaii Limited Partnership

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

Its General Partner

"Grantee"

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

STATE OF HAWAII)

) SS

COUNTY OF HAWAII)

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


Notary Public, State of Hawaii

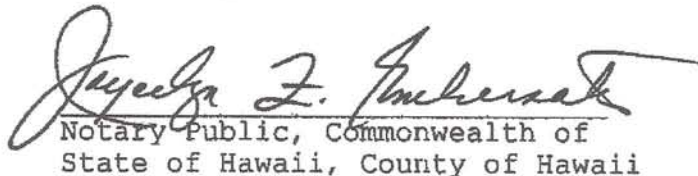
My Commission Expires 12-19-06
JOYCELYN F. EMBERNATE

STATE OF HAWAII)

) SS

COUNTY OF HAWAII)

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

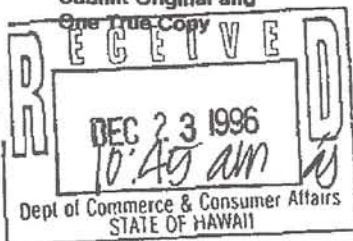

Notary Public, Commonwealth of
State of Hawaii, County of Hawaii

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

03/14/201410007

Nonrefundable Filing Fee - \$10.00

Submit Original and
One True Copy



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

DOMESTIC
LIMITED PARTNERSHIP

CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

B34 00085839 13- 1/27/97

20.00

The Certificate of Limited Partnership of Kaohimaunu Limited Partnership

filed on 6 / 26 / 95

(Month, day, year)

is hereby amended as follows:

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

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

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

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

Harold T. White
Harold T. White, Trustee
Kaohimaunu Management Trust
u/d/t dated June 21, 1995

Robert L. Powers Successor Trustee
Robert L. Powers, Successor Trustee
Kaohimaunu Management Trust
u/d/t dated June 21, 1995

SIGNATURES MUST BE IN BLACK INK

(See Instructions on Reverse Side)

LP-2
12/89

6316 L5
184570

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

STATE OF HAWAII

EXPEDITED
REVIEW

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

IN THE MATTER OF THE CERTIFICATE OF
LIMITED PARTNERSHIP

OF

KAOHIMAUNU LIMITED PARTNERSHIP



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

OF

KAOHIMAUNU LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

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

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

1. LIMITED PARTNERSHIP NAME

The name of the Limited Partnership shall be:

KAOHIMAUNU LIMITED PARTNERSHIP

2. LOCATION OF OFFICE

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

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

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

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

1472820

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

3. GENERAL PARTNER

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

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

P. O. Box 81
Kilauea, HI 96754

4. LIMITED PARTNERS

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

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

P. O. Box 1410
Honokaa, HI 96727

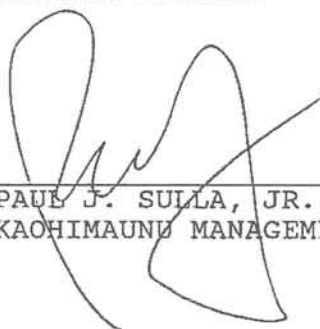
5. TERM OF PARTNERSHIP

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

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

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

GENERAL PARTNER



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

03/14/201410008

Nonrefundable Filing Fee - \$10.00

DOMESTIC
LIMITED PARTNERSHIP

Submit Original and
One True Copy

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



CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

B34 00048525 13-11/13/95 10.00

The Certificate of Limited Partnership of KAOHIMAUNU LIMITED PARTNERSHIP

6316L5

filed on June 26, 1995

(Month, day, year)

is hereby amended as follows:

3. General Partners

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

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

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

Witness our hands this

30th

day of

October

1995

Paul J. Sulla, Jr., Trustee

Kaohimaunu Management Trust

u/d/t dated June 21, 1995

Harold T. White, Successor Trustee

Kaohimaunu Management Trust

u/d/t dated June 21, 1995

SIGNATURES MUST BE IN BLACK INK

(See Instructions on Reverse Side)

6316L5

LP-2 \$1545330
12/89

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

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

Witness our hands this 21st day of Nov the Declarant has caused this

Harold T. White

Harold T. White, Trustee

Kaohimaunu Management Trust

u/d/t dated June 21, 1995

SIGNATURES MUST BE IN BLACK INK

KAOHIMAUNU LIMITED PARTNERSHIP
a Hawaii limited partnership

Harold T. White

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

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

HAAHEA HEIGHTS, LLC

By

Paul J. Sulla, its manager

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

Attorney for Plaintiff
Jason Hester

ISSUED

2008 MAR -1 PM 00:05

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

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

JASON HESTER, an individual;

Plaintiff

vs.

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

Defendants.

Civil No. 14-1-0304
(Other Civil Action)

WRIT OF EJECTMENT;

**RETURN OF SERVICE ON WRIT
OF EJECTMENT**

WRIT OF EJECTMENT; RETURN OF SERVICE ON WRIT OF EJECTMENT

THE STATE OF HAWAII

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

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

J. Mock Chew

Clerk, Third Circuit Court, State of Hawaii

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Exhibit 7

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

Pursuant to the Final Judgment filed 12-30-2015
~~Order Granting In Part And Denying In Part Plaintiff's Motion For~~
~~Summary Judgment~~ filed herein, Plaintiff JASON HESTER is entitled to the issuance of a

Writ of Ejectment against the above-named Defendants LEONARD G. HOROWITZ, an individual; SHERRI KANE, an individual; MEDICAL VERITAS INTERNATIONAL, INC., a California nonprofit corporation; THE ROYAL BLOODLINE OF DAVID, a Washington Corporation Sole; JOHN DOES 1-10; JANE DOES 1-10; DOE PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE ENTITIES 1-10 and DOE GOVERNMENTAL UNITS 1-10 for possession of the premises located at 13-3775 Pahoia Kalapana Road, Pahoia, Hawaii 96778-7924, TMK Nos. (3) 1-3-001:049 & 043.

THEREFORE, EFFECTIVE IMMEDIATELY, FROM THE ISSUANCE DATE OF THIS WRIT, YOU ARE COMMANDED TO REMOVE the said above-named Defendants LEONARD G. HOROWITZ, an individual; SHERRI KANE, an individual; MEDICAL VERITAS INTERNATIONAL, INC., a California nonprofit corporation; THE ROYAL BLOODLINE OF DAVID, a Washington Corporation Sole; JOHN DOES 1-10; JANE DOES 1-10; DOE PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE ENTITIES 1-10 and DOE GOVERNMENTAL UNITS 1-10 and all persons holding under or through said Defendants from the premises above-mentioned, including their personal belongings and properties, and put Plaintiff JASON HESTER, or his nominee, in full possession thereof; and make due return of this Writ with what you have done endorsed thereon.

Dated: Kealahou, Hawaii FEB 29 2016

MELVIN H. FUJINO (SEAL)

JUDGE OF THE ABOVE-ENTITLED COURT

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

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

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

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

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

Dear Judge Fujino:

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

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

WHAT IS UP WITH DUE PROCESS PROCEDURES HERE?

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

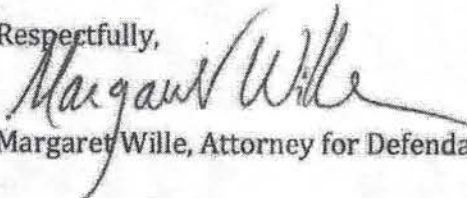
On March 2, 2016, I filed for a stay pending appeal pursuant to Hawaii Rules Civil Procedure 62(d) - within 10 days of your having denied Defendants' Motion for Reconsideration or Alternatively for New Trial on February 29, 2016 (along with the related Rule 62(b) Motions). A hearing on the March 2nd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

Exhibit 8

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

Please also be advised that this matter is now subject to an automatic stay in light of the March 9, 2016, filing of Bankruptcy by Leonard Horowitz No. 16-00239.

Respectfully,



Margaret Wille, Attorney for Defendants

cc: Stephen Whittaker, Esq. Attorney for Plaintiff

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