

H416D (12/15)

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII**
1132 Bishop Street, Suite 250, Honolulu, Hawaii 96813

Debtor(s): Leonard George Horowitz

Case No.: 16-00239

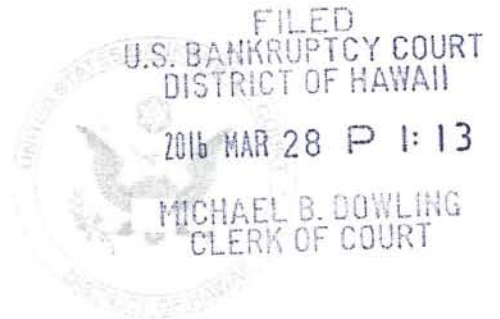
Chapter: 13

Plaintiff(s): Leonard George Horowitz and
Sherri Kane

Adversary Proceeding No.: 16-90015

(Use "et al." for multiple parties)

Defendant(s): Paul J. Sulla, Jr.; Jason Hester;
Stephen D. Whittaker, et.al.



MEMORANDUM IN REPLY TO DEFENDANTS' MOTION FOR RELIEF

[Title of Document, e.g., MOTION, APPLICATION, DECLARATION, STATEMENT]

MEMORANDUM IN REPLY TO DEFENDANTS' MOTION FOR RELIEF FROM STAY [FRBP RULE 362(d)(4)(A) and (g); FOURTEENTH AMENDMENT] AND; AFFIDAVIT OF LEONARD G. HOROWITZ; APPENDIX I; EXHIBITS "1" THRU "30."

Date: 3-28-16


/s/ Leonard George Horowitz
[Print name and sign]

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII
1132 Bishop Street, Suite 250, Honolulu, Hawaii 96813

FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII

2016 MAR 28 P 1:13

MICHAEL B. DOWLING
CLERK OF COURT

Debtor(s): Leonard George Horowitz

Case No.: 16-00239

Plaintiff(s): Leonard George Horowitz and
Sherri Kane

Adversary Proceeding No.: 16-9005

(et al. if multiple parties)

Defendant(s): Paul J. Sulla, Jr.; Jason Hester;
Stephen D. Whittaker, et.al.

Related Docket No.:

(et al. if multiple parties)

CERTIFICATE OF SERVICE

Document(s) served:

MEMORANDUM IN REPLY TO DEFENDANTS' MOTION FOR RELIEF
FROM STAY [FRBP RULE 362(d)(4)(A) and (g) AFFIDAVIT OF
LEONARD G. HOROWITZ; APPENDIX I; EXHIBITS "1" THRU "30"

Date served:

3/28/16

The undersigned certifies under penalty of perjury that that the following were served the above document(s) by first class mail unless noted otherwise and that consent was given to any service by fax or electronic means. [Enter information as shown in example below, including identification of the client if the individual served is an attorney or service agent. CM/ECF Notice of Electronic Filing may be attached to identify parties served. The notation "ECF" means that court records indicate service was made using the court's electronic transmission facilities; "HD" means that service was by hand delivery; "7004(h)" means that service on a depository institution was made by certified mail addressed to an officer of the institution. Attach continuation sheets as needed.]

Example:

- Name of person served
- If attorney, name of client
- Mailing address or
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Fax number if served by fax

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Dated:

3/28/16

/s/ Leonard George Horowitz
[Print name and sign]

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FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII
2016 MAR 28 P 1:15
MICHAEL B. DOWLING
CLERK OF COURT

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

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

Plaintiffs,

vs.

PAUL J. SULLA, JR. an individual;
PAUL J. SULLA JR., ATTORNEY AT
LAW A LAW CORPORATION, a
corporation; THE ECLECTIC CENTER
OF UNIVERSAL FLOWING LIGHT-
PAULO ROBERTOSILVA E SOUZA, a
Hawaii corporation sole; JASON
HESTER, an individual; THE OFFICE
OF OVERSEER, A CORPORATE
SOLE AND ITS SUCCESSOR, OVER
AND FOR THE POPULAR
ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS; STEPHEN
D. WHITTAKER, an individual;
STEWART TITLE GUARANTY
COMPANY; and DOES 1 through 50,
Inclusive
Defendants

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

) **MEMORANDUM IN REPLY TO**
) **DEFENDANTS' MOTION FOR**
) **RELIEF FROM STAY [FRBP Rule**
) **362(d)(4)(A) and (g); FOURTEENETH**
) **AMENDMENT] and; AFFIDAVIT OF**
) **LEONARD G. HOROWITZ;**
) **APPENDIX I;**
) **EXHIBITS "1" THRU "30."**

) JUDGE:
) HONORABLE ROBERT J. FARIS

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

MEMORANDUM IN REPLY TO DEFENDANTS' MOTION FOR RELIEF FROM STAY

NOW COMES Plaintiff Pro se "Debtor," and Adversary Proceeding "Creditors" LEONARD
GEORGE HOROWITZ ("Horowitz") and SHERRI KANE ("Kane")(together "HK"), filing this
Opposition to Motion for Relief from Stay by Movants PAUL J. SULLA, JR. ("Sulla"), JASON
HESTER ("Hester"), and STEPHEN D. WHITTAKER ("Whittaker") (collectively referred to as

“Movants”). Movants’ seek relief from the stay pursuant to 11 U.S.C. § 362 (d)(2)(A) and (B): “(A) the erroneous claim that Debtor Horowitz does not have an equity in such property” held under the stay; and “(B) such property is [allegedly] not necessary to an effective reorganization.” Debtor Horowitz and Kane strongly disagree for the following reasons.

BACKGROUND: Underlying this bankruptcy proceeding are two cases that have generated **conflicting circuit court judgments:** Civ. No. 05-1-0196 (hereafter “Civ. 0196”; **Exhibit 1**) and Civ. No. 14-1-0304, (hereafter “Civ. 0304”; **Exhibit 2**).

Civ. 0196 is a judicial foreclosure case in which Horowitz prevailed and foreclosure was denied. Civ. 0196, originally filed in 2005, now features *six* (6) “final judgments.” The Fifth Amended Final Judgment was entered on March 4, 2016, as the result of the Fourth Amended Final Judgment, not having been in compliance with *Jenkins v. Cades Schutte Fleming & Wright*, 76 Hawai‘i 115, 118, 869 P.2d 1334, 1337 (1994). The case is now under appeal *not with regard to the foreclosure in favor of Horowitz*, but with regard to a vacated ^{award} jury and fees and costs, as I.C.A. CAAP 16-0000162.¹ In Civ 196, in addition to prevailing on the issue of foreclosure, Defendant Horowitz also prevailed on his counterclaim for misrepresentation and fraud and was awarded damages in the amount of \$200,000. Thereafter, Defendant paid the full remainder due on the mortgage less the credit for the award of damages. However, in a post judgment motion filed months after Defendant paid the final balloon payment, the Court vacated the award of damages. Vacation of the damages award was based on a Motion for Judgment as Matter of Law asserting that Horowitz did not plead the fraud claim with sufficient particularity – even though that Motion for Judgment as a Matter of Law did not comply with the Hawaii Rules of Civil Procedure Rule 58 prerequisite of the motion having first been made prior to the case being referred to the jury.

Civ. 0304 is a quiet title case filed in 2014 to enforce a non-judicial foreclosure (“NJF”) dealing with the same property and same mortgage, the same series of transactions, and the same parties or their privies, despite the contrary lower court decision in Civ. 196 that is now under appeal. The Plaintiff in

¹ A copy of the Notice of Appeal in Civ. 0304 is attached as Exhibit 2 (excluding Exhibits) and the related Statement of Points of Error is attached as Exhibit 3.

Civ. 0304, Jason Hester, is asserting claimed rights of the original mortgagee (now deceased), Cecil Loran Lee, even though he represented his familial status as Lee's nephew, which was later determined to be *false*, and argued the legality of the transfer of Lee's interest based on incorporation documents later found to have been *altered*. Civ. 0304 is now also under appeal, I.C.A. CAAP 16-0000163. Therefore unless the Appellate Court determines that the non-judicial foreclosure/quiet title action trumps the first filed judicial foreclosure, the subject property belongs to Horowitz. Hence *Defendants clearly have an equitable interest in the subject property, their current home.*

In this Motion, Sulla recklessly omits any mention of the Court's decision in 0196 and its precedent status;² even though Sulla **was the attorney of record in 0196!**³ In addition, Mr. Sulla conceals his real party in interest as Mr. Hester's "Grantor" on a "loan" Sulla secured by the subject Property (**Exhibit 11**). The Movants actually lack standing to gain relief of stay since neither Sulla or Hester are holders on the Note. Moreover, the Movants' "Exhibit 'A'," addressed below, is void at best, since it derives from a series of fraudulent transfers.

I. CONTRARY TO MOVANTS' ASSERTIONS, HOROWITZ AND KANE DO HAVE EQUITY IN THE SUBJECT PROPERTY (hereafter, the "Property.")

Movants' Position: That Horowitz has no equitable interest in the Property; Horowitz and his Royal Bloodline of David Ministry (hereafter "RBOD") lost whatever interest they may have had on April 20, 2010 during a non-judicial foreclosure.

Debtor's Response: The Movants conceal the Final Judgment in 0196 filed just three weeks ago ruling just the opposite—that Horowitz made all the necessary payments, established substantial equity, Hester's predecessor committed fraud, foreclosure is denied, Sulla violated HRS § 667-5 in any case making the non-judicial foreclosure void.

² In the event of concurrent cases, based on applicable case law, it is the first filed case, here Civ. 196, that controls *Pacesetter Sys., Inc. v. Medtronic, Inc.*, 678 F.2d 93, 94-95 (9th Cir.1982)

³ Paul Sulla is however not the attorney of record in Civ. 304, having been disqualified from doing so by Intermediate Court Judge Honorable Richard L. Puglisi on January 5, 2015, in *Hester v. Horowitz*, Civ. No. 14-00413, in "Order Granting in Part and Denying in Part Defendants Leonard G. Horowitz and Sherri Kane's Motion to Disqualify Paul J. Sulla, Jr. and Phillip Carey from Representing Sham Plaintiff Jason Hester." Exhibit 15.

1. **Exhibit 4** shows Horowitz's Promissory Note containing Horowitz "Individual" signature evidencing his personal equity interest in the Subject Property as a *co-signer* and guarantor. Exhibit 5 is a copy of the Warranty Deed that was falsely warranted by the claim that the Property was sold without any encumbrances or liens. It was absolutely encumbered.
2. Alternatively, to prove H/K have no equity interest in the Property, the Movants present Exhibit "A" as evidence that Horowitz and RBOD lost their interest to Hester. Exhibit "A" however is one among only nine (9) records the Honorable Court can assess to recognize the scheme of fraudulently conveying Horowitz's Mortgage and Note through a sham trust and Hester to conceal Sulla's real party in interest and steal the Property for Sulla. This chain of records include: (**Exhibits 3-5**) the original Mortgage, Note, and Warranty Deed dated January 15, 2005; (**Exhibits 6-7**) the specious Assignments of Mortgage and Note dated May 15, 2009; (**Exhibit 8**) an expert opinion on the sham and untimely creation of the trust called "THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS" (hereafter, "GOB"), containing *altered and forged Articles of Incorporation*; (**Exhibit 9**) a quitclaim deed transfer from GOB to GOB dated May 3, 2010, following the wrongful non-judicial foreclosure ("NJF") conducted in contempt of due process, *res judicata*, and *denied foreclosure* in 0196. And Hester was *not a bonafide purchaser for value*;⁴ (**Exhibit 10**)
3. In addition, "Exhibit 'A'"—Sulla's quitclaim deed issued to Hester and filed by Sulla on June 14, 2011, *failed to include the complete filings* including, **Exhibit 11**—SULLA's securitization of his own conflicting interest in the Property— *synchronously filed with the specious quitclaim deed*. Sulla's concealment is a mortgage "loan" to Hester secured by the Property.
4. By this conversion scheme, Horowitz's Mortgage and Note, vested originally in the Seller and lender, Cecil Loran Lee, was conveyed without Debtor's knowledge or consent by Attorney Sulla's

⁴ HESTER was not a bona fide purchaser because he purchased the property at auction as the only bidder: (1) for a false "credit bid" lacking real value, (2) in bad faith, and (3) without actual or constructive notice of HOROWITZ's rights or compliance with HRS § 667-5 requirements. *See Oakdale Village Group v. Fong*, 43 Cal.App.4th 539, 547, 50 Cal.Rptr.2d 810, 815 (Ct.App.1996)

two (2) judgment-proof “clients”—“substitute plaintiffs” GOB and Hester.

5. Hester and Sulla’s Motion portrays a false picture of Horowitz/Kane having no equitable interest in the subject property.... as if Movants have a “final” final judgment in Civ. 0304, and are on the verge of executing that judgment in a writ of ejectment – when that is not the case. There is no finality in Civ. 0304, because it is now under appeal as ICA CAAP 16 – 0000163, and stands in direct conflict with the prior filed Civ. 0196, which is also under appeal.

6. As mentioned, Horowitz’s equity interest in the Property is certified by **Exhibit 1**, filed by Judge Ibarra in 0196 only a few weeks ago. Its footnote 2, states:

“Foreclosure was requested on the basis that [Horowitz et. al.] committed waste on the property, failed to keep insurance on the property, conspiracy, trespass to chattels, and for fraud/misrepresentation, not default on the promissory note and mortgage. **The equities involved with the timely payment, property improvements, balloon payment, and misleading statements by plaintiff [Lee, Hester’s predecessor in interest], 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.**” (Emphasis added.)

7. Accordingly, the Movants falsely alleged that: (1) Horowitz/RBOD defaulted on the Note, justifying GOB’s NJF; and (2) Horowitz/RBOD lost all equity interest in the Property. In fact, Sulla falsely *Declared* “under penalty of perjury” (on pg. 2 ¶ 8 of Declaration) that **“Debtor continually claims to have an interest in the Property despite repeated Findings, Orders and Judgments in prior State actions that he has none.”** (Emphasis added.) Reconciling this obvious disparity between what the Court ruled and what Sulla verifies is left to **Section III**.

8. Compounding evidence of H/K’s equity interest in the Property is the Quitclaim Deed filed on July 11, 2012, with the State of Hawaii Bureau of Conveyances, Doc. No. A-4570676, transferring all of RBOD’s rights and interest in the Property from RBOD to Horowitz and Kane as Individuals. This was administered more than three months before Horowitz officially dissolved RBOD due to insolvency caused most proximally by Sulla et. al.’s eight (8) years of vexatious litigations by 2012.

9. Defendants argue that Horowitz “has no actual legal, equitable or possessory interest” in the

Property “that could possibly be an asset of the bankruptcy estate.” (Page 5. 1st paragraph). To the contrary, Horowitz prevailed in the only judicial foreclosure action wherefrom *res judicata* doctrine issues (i.e., 0196). The trial jury and court awarded Horowitz \$200,907.54 that he is still trying to collect through Appeal No. ICA No. CAAP-16-0000162. Now he has more damages, and several new claims in the Adversary Proceeding.

II. CONTRARY TO MOVANTS OPPOSITION, THE SUBJECT PROPERTY IS KEY TO THE RE-ORGANIZATION

MOVANTS OPPOSITION: The Subject Property is not necessary to an effective re-organization.

HOROWITZ/KANE’S POSITION: The subject Property is the key to H’s re-organization, because Horowitz purchased, and resides in, what was alleged to be a commercial Property. Beyond paying timely and completely on the Note, Horowitz personally invested approximately \$600,000 in improvements over a decade to secure prospective economic advantage that Horowitz depends on to pay his creditors.

1. The purpose of a stay in this, as in other bankruptcy cases, is to allow the Debtor the opportunity to reorganize so as to be able to mitigate the outstanding debts. If this key asset is released from the Stay, the Debtor’s ability to re-organize would be undone.
2. Lifting the stay will cause injustice, irreparable harm, and devastating financial losses given the fact that the Property is not only Horowitz’s home, and ejectment would cost him tens of thousands of dollars in losses in personal property and fixtures Horowitz would not have time to sell or remove, including aqua-cultural and agricultural properties, plus more money to have to pay for alternative housing; but also the Property is Horowitz’s way out of debt. Currently, the Property has the capacity to generate approximately \$70,000 per year in contributions from overnight guest and day spa users. This projection is based on on a nearby Bed & Breakfast, Absolute Paradise B&B, that generates approximately \$70,000.00 per year, and does not have the health spa facilities featured on the Property.
3. H/K have not widely advertised the Property’s commercial capability for three reasons: (1) lacking money that has been tied up paying lawyers for more than ten years, and the stay and victory in the

Adversary Proceeding would enable Horowitz to launch a large advertising campaign as was initially planned; (2) The Movants have caused the title to be slandered, thus jeopardizing ownership of the Property, and free use and enjoyment of the Property. The stay, and victory in the Adversary Proceeding would enable H/K to develop the Property and its commercial success with partners and steady managers and caretakers. So far, under the strain of lawsuits, and fear of losing the Property, steady development and staff have been impossible to maintain; and (3) as the Movants demonstrate by their filing of their Exhibit “B”—old advertisements, some of which were published by Sulla’s “client” Lee and pre-date Horowitz’s purchase of the Property—precluding any more advertisements that may be used as evidence against H/K by the Movants.

4. The Property has been tied up in litigations since 2005. Initially Horowitz invested nearly \$10,000 in Internet advertising to develop an extensive website that required blocking during litigation. Currently, the only advertisement, as the Movants’ correctly report, for “vacation renters” that rarely come, and have only contributed approximately \$300 per month for the past several years. That money goes very quickly to pay for maintenance fees (e.g., repairing or replacing farm equipment, or gasoline.)

5. Given these matters of fact and contingencies, coupled with the Exhibits presented that evidence the Movants “bad faith” in false Declarations, as listed in Appendix I hereto attached, and “unclean hands” demonstrated by Sulla’s complete omission of the 0196 Final Judgment, the best decision the Honorable Court can make to help the Debtor succeed in his re-organization plan is to sua sponte provide Declaratory relief by extending the stay, and better yet, clearing the title in favor of H/K, enabling them to get started immediately with commercializing the Property.

6. Once the Debtor is able to advertise the Property, and open doors that have remained substantially closed to prospective guests, contributions will exceed expenses by \$2,000 to \$3,000 per month, according to the Chapter 13 plan. That would make it MUCH easier to pay our main creditors, attorney Margaret Wille, and the CHASE credit card company.

III. ATTORNEY SULLA HAS A HISTORY OF INVOLVEMENT IN SWINDLING PARTIES OUT OF THEIR PROPERTY INCLUDING IN THIS CASE.

1. According to **Exhibits 12 thru 15**, Attorney SULLA has demonstrated a pattern of arguing frivolously and recklessly to justify fraud and unfair and deceptive trade. Sulla was Publicly Censured by the Supreme Court of Hawaii for such pleading to defraud the US Tax Court in *Takaba*,⁵ (**Exhibit 12**) was disqualified as a necessary witness for filing at least one fraudulent tax return with defendant *Travis*⁶; (**Exhibit 13**); *indicted* for complicity in money laundering using another sham “religious” trust scheme in *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 DAE;⁷ (**Exhibit 14**) and disqualified again as a necessary witness at trial in *Hester v. Horowitz et. al.*, Civ. No. 14-00413 JMS-RLP, wherein the disqualification of Sulla justified the trial, (**Exhibit 15**) but the remand resulted in no trial due to the manners in which Sulla and Whittaker defrauded the Court in 0304 to gain their Writ of Ejectment.
2. In addition, Sulla similarly conceals his real party in interest in this case, as he did in both State cases, in two ways: (1) as Hester’s financier (and mortgagee); and (2) as Horowitz’s commercial competitor, having incorporated a competing health spa neighboring the Subject Property in 2008, when Lee lost the Property to Horowitz.⁸

3. **Exhibit 16** evidences Sulla’s Articles of Incorporation for Hawaiian Sanctuary, Inc., filed on December 11, 2008 with DCCA for a non-profit religious commercial property descriptively identical to Horowitz’s vision for the Subject Property published in 2004.

IV. THE MOVANTS CANNOT MEET THE BURDEN FOR RELIEF OF STAY BECAUSE THEY CONCEAL SULLA AS THE REAL PARTY IN INTEREST AND LACK STANDING.

1. In bankruptcy courts, “[t]wo . . . procedures stand in the way of granting the motion for relief from

⁵ *Takaba v. Comm’r*, 119 T.C. 285, 295, 2002 WL 31818000.

⁶ *United States vs. Bruce Robert Travis*, U.S. Court of Appeals, Ninth Circuit. No. 10-15518.

⁷ *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 DAE, in which SULLA was named as a co-conspirator in the “Superseding Indictment” (issued July 28, 2010).

⁸ SULLA neglects the Final Judgment in 0196 motivated by his desire for the Property—a one-of-a-kind geothermal estate. SULLA operates a competing enterprise; competing unfairly and deceptively to acquire the natural health and agri-rich real estate by hook-or-by-crook. **Exhibit 16** records Mr. SULLA’s incorporation of one of his competing “non-denominational religious organization[s]” featuring a “healing arts community” and health spa, operating less than 3 miles from the subject Property that is part of SULLA’s extensive racketeering enterprise.

stay. . . . The first procedural problem arises from the real party in interest rule.” *Op. cit.*, *Kang Jin Hwang*. Rule 17 of the Federal Rules of Civil Procedure provides: "An action must be prosecuted in the name of the real party in interest." The purpose of this rule is to require that an action be brought "in the name of the party who possesses the substantive right being asserted under the applicable law...." 6A Wright, Miller & Kane, Federal Practice and Procedure: Civil 2d § 1541 (1990). But to date, Sulla has concealed his real party in interest, and conflicting interest secured by his mortgage to Hester (**Exhibit 11**). Sulla hoodwinked the State court(s) by concealing his fraudulent transfers of the Mortgage and Notes to GOB, to railroad the Plaintiffs in contempt of the final judgment in 0196. This is how the Movant obtained his Writ of Ejectment that Sulla is biting-at-the-bit to execute.⁹ Sulla was not joined as a real party in interest in the State cases; despite Plaintiffs’ joinder motion.

2. Accordingly, the Movants are precluded from bringing this Motion, for lack of standing, as explained in *Kang Jin Hwang, Id.* "To qualify for standing, a claimant must present an injury that is concrete, particularized, and actual or imminent; fairly traceable to the defendant's challenged behavior; and likely to be redressed by a favorable ruling." *Davis v. Fed. Election Comm'n*, U.S., 128 S.Ct. 2759, 2768, 171 L.Ed.2d 737 (2008). But H/K have done nothing wrong or harmful to the Movants. There is nothing “concrete” about the Movants claims against H/K or the estate. Their entire case is based on hearsay, forged and altered documents, and falsehoods. The Movants cannot prove either Hester’s standing nor H/K’s trespass.

3. Hester’s standing is precluded in the instant case—a defect that cannot be waived.¹⁰

⁹ Quoting the Court in *Kang Jin Hwang (Op. cit.)* “The analysis making the real party in interest rule applicable to relief from stay motions is complex. Rule 4001 provides: "A motion for relief from an automatic stay ... shall be made in accordance with Rule 9014," which provides procedural rules for contested matters. Rule 9014 provides, in turn, that many of the rules for adversary proceedings apply . . . to contested matters. Among the adversary proceedings rules incorporated by reference in Rule 9014 is Rule 7017, which provides: "Rule 17 F.R.Civ.P. applies in adversary proceedings...." We thereby arrive at IndyMac's obligation to comply with Rule 17 [real party in interest rule]." Thus, the Motion must be denied, since relief from stay requires a significant procedural violation, concealing real party in interest SULLA.

¹⁰ Standing is a "threshold question in every federal case, determining the power of the court to entertain the suit." *Warth v. Seldin*, 422 U.S. 490, 95 S.Ct. 2197, 45 L.Ed.2d 343 (1975). Hence, "a defect in standing cannot be waived; it must be raised, either by the parties or by the court, whenever it becomes apparent." *U.S. v. AVX Corp.*, 962 F.2d 108, 116 n. 7 (1st Cir.1992). The inquiry into

4. This case is similar to *In re Hayes*, 393 B.R. 259 (Bankr.D.Mass.2008), “where the movant seeking relief from stay failed to show that it ever had any interest in the note at issue. In *Hayes*, the court found that the movant lacked standing altogether to bring the motion because it failed to show that the note was ever transferred to it, and thus it had no rights of its own to assert.” Quoted in *Kang Jin Hwang*, referencing *id.* at 266-68; accord, *In re Maisel*, 378 B.R. 19, 20-22 (Bankr.D.Mass.2007). In this instant case, the Mortgage should have been released following Horowitz’s balloon payment on February 27, 2009, but Lee and Sulla evaded notices and services to do so. Exhibit 25 Court Minutes recorded Sulla telling the Probate Court that “LEE DOESN’T OWN ANYMORE” of the estate, and ‘LEE IS CERTAINLY OUT OF IT’ further evidencing Hester has no standing to claim anything.¹¹ Nor is the Mortgage and Note anything but *void* according to Exhibits 1 and 8. (See: paragraph below.) The Note was transferred to GOB on May 15, 2009, without Horowitz’s consent, when GOB did not even legally exist. If it wasn’t paid, or voided by fraud, the Note would be held in the probate estate of deceased Seller Lee, and Horowitz would owe Lee’s sisters or son; but certainly not Hester, any deficiency.¹¹ ***Thus, Hester has no legal standing, no legal possession of the Note, and no legal title or entitlement.*** Hester cannot disprove that he is the “holder-in-due-course” of a void title derived from Sulla’s fraudulent Assignments. That is why Sulla, for years, has evaded these proofs through the courts.

5. The aforementioned facts, verified by Affidavit and Exhibits attached, factually and legally *void* the Movants’ standing to plead for relief of stay. Hester cannot “show that [he] is the holder of the Note and the Mortgage at the time the complaint was filed.” *In re Kang Jin Hwang*, 396 BR 757 - Bankr. Court, CD California 2008, *In re Foreclosure Cases*, 521 F.Supp.2d 650, 653 (S.D.Ohio 2007)

standing "involves both constitutional limitations on federal-court jurisdiction and prudential limitations on its exercise." *Warth v. Seldin*, 422 U.S. 490, 498, 95 S.Ct. 2197, 45 L.Ed.2d 343 (1975). "In its constitutional dimension, standing imports justiciability: whether the plaintiff has made out a 'case or controversy' between himself and the defendant within the meaning of Art. III," *Id.*

¹¹ Mr. Sulla informed the Probate Court in 3LP 09-1-000166 on December 11, 2009, that “Cecil Lee doesn’t own anymore [of the estate], due to foreclosure. No judgment can be enforced and Mr. Lee is certainly out of it.” Yet, Mr. Sulla continued to make claims on Horowitz on behalf of Lee’s estate and the fraudulent GOB trust.

V. THE MOVANTS HAVE ALREADY VIOLATED THE STAY TWICE: SANCTIONS

1. 11 USC Chapter 13 Bankruptcy Code § 362 provides an “Automatic stay” of this action,

stating in relevant part as follows:

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

(3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate; . . .

(6) any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the case under this title; . . .

2. The Debtor filed Chapter 13 bankruptcy on March 9, 2016. The next morning, on March 10, 2016, the Clerk of the Court mailed Notice of Bankruptcy to the Defendants. Similarly, on the Morning of Thursday, March 10, 2016, the Debtor filed his Notice Ex Officio in the State Circuit Court, and immediately mailed his Notices of the Bankruptcy to Hester’s two attorneys and H/K’s attorney Margaret Wille, each addressed on the Big Island, one-day mail service from Honolulu. (**Exhibit 28**)

3. Within hours of receiving said Notice, and after 5PM HST on Friday, March 11, 2016, attorney Sulla violated § 362 (6) by filed a “Request for Fees and Costs” to further indebt the Plaintiff in the State’s Intermediate Court of Appeals in case No. CAAP-15-0000094; not only to collect a \$7,894.60 judgment in Civ. No. 14-1-0173, but to add nearly \$10,000 more in fees and costs. (**Exhibit 30**)

4. More damaging, on Saturday night, March 12, 2016, Sulla served, or caused to be served, a *Writ of Ejectment* upon the Plaintiff. (**Exhibit 3**) This Writ was taped to the front gate of the Plaintiff’s Property around nightfall. This Writ was stamped by the lower court eleven (11) days earlier, on March 1, 2016; but *concealed* from the Plaintiffs and their lawyer, Margaret Wille, in efforts to: (a) delay the Plaintiffs filing of a timely Emergency Stay and appeal in Civ. No. 14-1-0304; (b) deprive the Plaintiff of his due process rights to adjudicate on the merits and defend against wrongful foreclosure bearing on fraudulent transfers of the fully-paid Mortgage and Note and related malicious prosecution in 0196; (c) circumvent final judgment(s) denying foreclosure in that eleven-year (11) old case, 0196, that is the primary cause of the Plaintiff’s bankruptcy owing to the costs of litigations administered by Sulla; and (d) to steal the Plaintiff’s real and personal properties “under color of law.”

5. The Defendants’ actions necessitated Plaintiffs’ attorney Wille to file the attached Motion for

Emergency Stay and Memorandum to protect H/K's Property and mitigate further damage and severe distress to the Plaintiffs, at the cost of \$3,900 dollars more in attorneys fees. (**Exhibits 29**)

6. The Movants' terrorization of H/K, and reckless disregard of laws, court rules, and malicious intent to financially damage and purposely distress H/K, is clearly and convincing evidenced by the aforementioned chain of records. (**Exhibits 28 thru 30**)

7. IN RE SOLLEY, Bankr. Court, ND California 2012, the matter of willful automatic stay violations by creditors is addressed along with the court's ruling to mitigate damages when appropriate. The Movants, having twice violated § 362, in accordance with case law (Id), are liable for sanctions pursuant to H/K's financial damages and severe distress.

VI. THE MOVANTS' ARE UNWORTHY OF RELIEF AS THEIR CLAIMED INTEREST IN THE PROPERTY DERIVES FROM VIOLATIONS OF HRS §§ 667-5; 480-2; AND 480D,

1. How can anyone foreclose without knowing the amount of any default? Ask Sulla!
2. The six (6) final judgment(s) in 0196, plus the case going under appeal for the jury award and fees and costs, make it perfectly clear that either: (a) the seller's fraud voided the debt contract (i.e., the Note); (b) the Note was paid in full anyway by the Debtor; (c) any claimed deficiency could have and should have been brought to the court, and not attempted to be collected non-judicially by NJF; and (d) that any possible remaining debt would only be known following the appellate courts' determinations.
3. Consequently, while Horowitz was repeatedly asking Sulla to provide a release of Mortgage, and Sulla countered with claiming he was withholding the release due to default; and when Horowitz then asked for the default amount, and Sulla replied he found the math "confusing," Sulla's adherence to the strict requirements of HRS § 667-5 were violated, because that law requires debt collectors foreclosing by power of sale to inform the debtor what the amount of their default is. Sulla could not have known this amount on or before April 20, 2010, when Sulla foreclosed on the contract by NJF.
4. Accordingly, the "**doctrine of impossibility**" of performance applies to this contract case where Horowitz rightfully excused his alleged nonperformance of payment on the contract (i.e., Note)

because: (1) no actual default was known, nor could have been known, because there was no default--all payments due were made time, as certified by the 0196 court in **Exhibit 1**, footnote 2; and (b) the contract had already been either voided by fraud or by the Note's payment in full. *Mission Indians v. American Management & Amusement*, 840 F. 2d 1394 - Court of Appeals, 9th Circuit 1987 at 1402.

5. Moreover, it was **unconscionable** for Sulla to have demanded Horowitz pay some unknown amount, and then, without any rhyme or legal reason, foreclose on the full amount of the original Note, neglecting to credit Horowitz for any of his 60 payments made at \$2,333.33 per month, and then \$154,204.13 more paid by the final balloon payments made in Feb., 2009. *Peoplesoft USA, Inc. v. Softeck, Inc.*, 227 F. Supp. 2d 1116 - Dist. Court, ND California 2002

6. Surely Sulla's actions did not comport with HRS §§480-2, nor 480D.

7. *IN RE KEKAUOHA-ALISA*, Bankr. Court, D. Hawaii 2012, the Honorable Bankruptcy Judge Faris ruled "that the defendants ('Lenders') failed to give a proper public announcement" in "a nonjudicial mortgage foreclosure sale." The Court "held that this violated the applicable foreclosure statute and the contract between the mortgagee and the mortgagor, and that it constituted an unfair or deceptive act or practice in violation of Haw. Rev. Stat. § 480-2." (These same violations are claimed and evidenced in this Adversary Proceeding.) The Honorable Judge "invalidated the foreclosure sale, enjoined the Lenders to reconvey the property to the plaintiff mortgagor ("Debtor") subject to the mortgage, and awarded the Debtor damages of \$417,761.66 plus postjudgment rental value, attorneys' fees, and costs. The damages basically consisted of the value of the Debtor's equity in the property, the fair rental value of the property while the Debtor was wrongfully deprived of it, and the attorneys' fees incurred by the Debtor in the Lender's ejectment proceeding, trebled in accordance with Haw. Rev. Stat. § 480-13." In this instant case, the Plaintiffs pray for the similar justice.

VII. CONTRARY TO MOVANTS' POSITION, THE ROOKER FELDMAN ("RF") DOCTRINE DOES NOT APPLY IN THIS CASE.

1. The RF doctrine "precludes lower federal courts 'from exercising appellate jurisdiction over final state-court judgments' because such appellate jurisdiction rests solely with the United States

Supreme Court.” *Madera v. Ameriquest Mortgage Co.* (In re Madera), 586 F.3d 228, 232 (3d Cir. 2009) (remarking that the doctrine applies “equally to federal bankruptcy courts”).

MOVANTS OPPOSITION: Neglect the 0304 appeal. The 0304 “final judgment” precludes HK’s interest in the Property, and the bankruptcy court cannot go against the final judgment in State.

DEBTOR’S POSITION: The 0304 “final judgment” is not “final” since it is under appeal for several clearly erroneous decisions precluding H/K’s standing, due process, right to trial on the merits; for being void, in gross conflict with the first filed case’s “final judgment,” and for violating State and federal statutes. In addition, the following authorities provide cause to controvert RF in this case:

1. There is obviously something very “exceptional” ongoing in this case. Both State cases 0196 and 0304 are in appeal, after six (6) “final” judgments in 0196, and a grossly conflicting “final” judgment issuing in the same Court in 0304, H/K have sought refuge in this federal bankruptcy court wherein, now, the Movants have violated the automatic stay twice within the first week, and collaterally attacked the necessity for an extended stay.
2. Besides a new TILA claim precluding Rooker-Feldman,¹² the doctrine does not and cannot apply since Plaintiffs: (1) now bring a RICO claim; (2) are State Court “winners” not “losers” in the “first-filed” case 0196; (3) now collaterally attack the 0304 final state court judgment on grounds that it is clearly *void* for violating the Fourteenth Amendment—the State court had no facts before it to decide the matter since HESTER provided no affidavits, never testified, and magically precluded the Plaintiffs’ standing and “day in court.”¹³

¹² (in re Wright, *supra*. At 708; In re Porter v. Mid-Penn Consumer Discount Co., 961 F.2d 1066, 1078 (3d. Cir. 1992); Smith v. Fidelity Consumer Discount Co., *Supra*. At 898

¹³ Additionally, the defrauded court chose not to join a known indispensable party—SULLA, thus proceeded without personal jurisdiction and subject matter jurisdiction. *Margoles v. Johns*, 660 F.2d 291, 295 (7th Cir. 1981). Despite several opportunities to reconsider, and grant a stay, the 0304 Court’s remained willfully blind to new evidence of forgery and bribery of WHITTAKER by SULLA, the fraudulent Assignments of the Mortgage and Notes, and deprivation of rights to due process. The new claims, causes of actions, and parties were never a part of the State actions, including racketeering, malpractice, and 480-2, 480D and 485A violations by co-counsel SULLA and/or WHITTAKER, with neither of these Defendants joined as parties in any State court action to date. The Fifth, Sixth, Seventh, Ninth and Tenth Circuits have all held that the Rooker-Feldman doctrine does not bar an original, separate independent action that could be brought as a remedy in equity collaterally attacking a final state court judgment that is *void*. Op. cit., *Brown v. Bowman*.

3. “[A] state court judgment triggers a fraud [and] deception exception . . . only where such conduct ‘deceived the Court into a wrong decree.’” The “wrong decree” of 0304—the Writ of Ejectment—obtained by extrinsic and intrinsic fraud upon the court, deprivation of Plaintiffs’ due process rights, neglecting res judicata and foreclosure denied rulings in 0196 (the “first filed” and “last determined” case) is obviously a “wrong decree.”¹⁴

4. The Plaintiffs have claimed damages from the Movants’ complicity in organized crime (Civil RICO) administered chiefly by Sulla who acted with Lee as Hester’s predecessor-in-interest, Lee. (Exhibits 6 - 10) Lee defrauded Horowitz in the purchase and sale of the Property, and concealed encumbrances in 2003, before State litigations began. Quoting *Iqbal v. Patel*, 780 F. 3d 728 - Court of Appeals, 7th Circuit 2015: “[T]he Plaintiff . . . contend[s] that he was injured, out of court, by being ‘set up’ by [Lee, aided and abetted by Sulla, Hester, and later Whittaker] . . . so that they could take over his business and reap the profits [Horowitz] anticipated. Because [Plaintiffs] seeks damages for activity that [the Debtor alleges] predates the state litigation and caused injury independently of it, **the Rooker–Feldman [“RF”] doctrine does not block this suit.**” [Emphasis added.]

5. In *Anderson v. Anderson*, 2014 U.S. App. LEXIS 2777 (7th Cir. Feb. 14, 2014), a plaintiff sought damages under § 1983 for defendants’ fraud “**the doctrine divests district courts of jurisdiction only in cases where ‘the losing party in state court filed suit in federal court after the state proceedings ended’** *Exxon Mobil Corp. v. Saudi Basic Industries Corp.*, 544 U.S. 280, 291 (2005) (emphasis added). In this instant case, the Plaintiffs prevailed in the “first-filed” case (0196) and are highly likely to prevail in 0304 as well for points of error cited in Exhibit 19.

¹⁴ *In re Sun Valley Foods Co.*, 801 F.2d at 189); Appellants’ Final Brief on Appeal at 26, *Twin city Fire Ins. Co. v. Adkins*, 400 F.3d 293 (6th Cir. 2005) (No. 04-3204) (quoting *Resolute Ins. Co. v. North Carolina*, 397 F.2d 586, 589 (4th Cir. 1960).

6. The 7th Circuit 2002 wrote in *Brokaw v. Weaver*, 305 F. 3d 660 – Court of Appeals (at 668): “While the Rooker-Feldman doctrine bars federal subject matter jurisdiction over issues raised in state court, and those inextricably intertwined with such issues, ‘an issue cannot be inextricably intertwined with a state court judgment if the plaintiff did not have a reasonable opportunity to raise the issue in state court proceedings’.” (*Id.* at 558) **Exhibits 18 thru 20** evidence the Plaintiffs were *precluded* in 0304 from having due process and a trial on the merits, and precluded from bringing their counterclaims. (**Exhibits 19 and 20**) Summary Judgment was committed in gross violation of rules and statutes. This gross injustice generated The Movant’s Writ of Ejectment. The Seventh Circuit found the *Rooker-Feldman* rule **does not bar a federal suit that seeks damages for “the unlawful conduct that misled the [state] court into issuing the judgment.”** *Brown v. Bowman*, 668 F.3d 437, 442 (7th Cir. 2012). In other cases, *Rooker-Feldman* **did not bar claims alleging the defendants “so far succeeded in corrupting the state judicial process as to obtain a favorable judgment.”**¹⁵

We, the Plaintiffs, declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct to the best of our knowledge.

Respectfully submitted,

DATED: March 28, 2016

A handwritten signature in black ink, appearing to read "Leonard G. Horowitz", written over a horizontal line.

LEONARD G. HOROWITZ, pro se

A handwritten signature in black ink, appearing to read "Sherrri Kane", written over a horizontal line.

SHERRI KANE, pro se

¹⁵ *Loubser v. Thacker*, 440 F.3d 439, 441-42 (7th Cir. 2006) (citing *Nesses v. Shepard*, 68 F.3d 1003, 1005 (7th Cir. 1995)). [Emphasis added.]

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

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

Plaintiffs,

VS.

PAUL J. SULLA, JR. an individual; PAUL J. SULLA JR., ATTORNEY AT LAW A LAW CORPORATION, a corporation; THE ECLECTIC CENTER OF UNIVERSAL FLOWING LIGHT-PAULO ROBERTOSILVA E SOUZA, a Hawaii corporation sole; JASON HESTER, an individual; THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS; STEPHEN D. WHITTAKER, an individual; and DOES 1 through 50, Inclusive

Defendants

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

**AFFIDAVIT OF
LEONARD G. HOROWITZ PURSUANT
TO MEMORANDUM IN REPLY TO
DEFENDANTS' MOTION FOR RELIEF
FROM STAY, APPENDIX I AND
EXHIBITS "1" – "30"**

**AFFIDAVIT OF LEONARD G. HOROWITZ PURSUANT TO MEMORANDUM IN REPLY
TO DEFENDANTS' MOTION FOR RELIEF FROM STAY,
APPENDIX I AND EXHIBITS "1" – "30"**

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

1. **I, LEONARD G. HOROWITZ**, being first duly sworn, on oath deposes and says under pains and penalties of perjury that the statements in this Affidavit as well as the Statements in the accompanying **MEMORANDUM IN REPLY TO DEFENDANTS' MOTION FOR RELIEF FROM STAY**, are true and correct to the best of my knowledge and belief. I further attest that the Exhibits 1-24 attached hereto are true and correct copies of the originals in my possession, to the best of my knowledge and belief.
2. I am the affiant herein, and co-Plaintiff in the above referenced case. My domestic partner and business partner is Sherri Kane (hereafter, "Sherri" or "Kane").
3. I am a citizen of the United States, and currently reside on the Subject Property, located at 13-3775 Pahoa-Kalapana Road in Pahoa Hawaii 96778; and have resided on the Subject Property for at least 270 days per year since 2011.
4. Between 2001 and 2012, I officiated the honorable ROYAL BLOODLINE OF DAVID ("RBOD"), a Corporation Sole, as the "body corporate." I incorporated RBOD in the State of Washington on October 31, 2001.
5. I purchased the Property on January 15, 2004, on behalf of my ministry, family, and community, as an individual co-signer on the Note and personal investor. My vision and mission was humanitarian health education in collaboration with the World Organization for Natural Medicine and other non-profits.
6. By October 1, 2012, I was forced by Mr. Sulla's organized crimes, vexatious litigations, and mounting legal fees to dissolve RBOD due to insolvency.
7. Sherri and I are equal successors in interest to RBOD's assets, including the Subject Property (TMK: 3/1-3-001-049/043) by the quitclaim deed conveyance dated July 11, 2012, recorded in the Bureau of Conveyances as Doc. No. A-4570676 (attached hereto as Exhibit 22).
8. Over eleven (11) years I have spent more than \$250,000 in legal fees in defense of the Property, after personally investing approximately \$600,000 to improve the Property. I also paid off the full amount of

the Note by a “balloon” payment of \$154,204.13 on-or-about February 27, 2009. I also paid \$487, 203.96 in down payment and monthly payments over 60 months, beginning February 15, 2004. Thus, my total investments are \$1,337,203.96. This does not include approximately \$5,000 per month in management, maintenance, and security fees that have not been offset by commercial operations since we have not been able to effectively advertise the property since Mr. Lee began suing us in 2005. Thus, we have lost prospective business advantage conservatively estimated at \$2,500 per month over eleven (11) years of \$330,000.

9. My tax records show that Sherri and I have been the only people regularly paying taxes on the Property. Between 2004 and 2010, when Mr. Sulla converted the title by fraudulent non-judicial foreclosure, I paid my taxes in full every year. Now, since 2010, after Sulla removed my name from the tax records, and the Tax Office stopped mailing me my notices, my tax debt rose to approximately \$20,000.00. This debt Mr. Sulla should be made to pay, since he caused the tax delinquency. I intended to apply for a homestead exemption, but when I inquired at the Tax Office I was informed that I was no longer on title and that I would not be able to obtain the exemption. Since Mr. Hester is not paying taxes, I have an arrangement with the Tax Office to pay a monthly fee of at least \$250 until my name gets restored to the record, at which time I plan to pay more. This contract is seen in Exhibit 27 (hereto attached.)

10. As far as incoming revenue on the Property, there are occasional “vacation rental” guest that contribute approximately \$300 per month. That money goes very quickly to pay for maintenance fees (e.g., repairing or replacing farm equipment, or gasoline.)

11. Success in my reorganization plan depends on gaining an extended stay to begin to commercialize the Property. Once I begin to advertise, and open the doors to tourist visitations and accommodations, I estimate that donor contributions will exceed expenses by \$2,000 to \$3,000 per month. That would make it MUCH easier to pay our main creditors, attorney Margaret Wille, and the CHASE credit card Co. I base my projection on a nearby Bed & Breakfast, Absolute Paradise B&B, that generates approximately \$70,000.00 per year, and does not have the health spa facilities that we feature.

12. I will suffer severe irreparable harm unless the automatic stay continues and is extended, because for the past eleven years I have put my heart and soul, and life savings, into creating one of the most remarkable health retreats in the world. (I have traveled the world and I have yet to visit a finer place for rejuvenation and healing.) It would be another thing if I failed to pay the money owed, but I paid every cent, even though legally the fraud in the sale voided the Mortgage and Note. But I paid anyway. My and

my daughter's hands worked for years on many of the wonderful water features and spa facilities. Our artwork adorns all the walls. My office home furnishings would require substantial labor to move. And for what cause? To facilitate criminal conversion—white collar theft under color of law, courtesy of Mr. Sulla? The threatened injury to me, to Sherri who is already physically ill from the distress of being terrorized by Mr. Sulla threatening us with ejectment, and having to consider the injustice of what is actually happening to us as victims of Mr. Sulla's forgeries and fraud is beyond outrageous. This is unconscionable. Especially since "The Movant" is not even the real party in interest. Not even a person with any legal stake or interest in the Property. Hester, I swear, has no legal standing, and only a colored title supplied by Sulla to make the false claim of ownership, and smear me as a trespasser. This entire episode in my life is hideous. The evil is torturing.

13. In addition, I verify that Sherri has been made physically sick from the gross injustice that we have been forced to endure by the criminal actions of Mr. Sulla, his sham Plaintiff Hester, and bribed co-counsel Whittaker. The Defendants have regularly committed commercial crimes that I detailed in the attached Reply Memorandum.

14. The stay, if it were extended, would be highly beneficial to the community and to public interest. Dozens of people in our community, and hundreds more on the mainland, can't believe what we have been going through. They have been praying for us to emerge from this nightmare. We have a woman's group that comes once a month to pray for us. We have had more than a dozen people from all over the world come to bless the sacred property to free it from the grip of criminality. My expertise, media resources, and connections in the worlds of music and natural medicine could make the Property a mecca for health education and rejuvenation. The stay extended would give us the opportunity that we paid to have—a chance to not only contribute to the local community and Big Island tourism, but to people worldwide who will rejoice knowing that justice in our case was well served.

15. I also verify that there widespread social interests in this cases in which we are opposing Mr. Sulla and his racketeering enterprise. To my knowledge, at the present time, there is a grand jury investigation that has been opened in which Mr. Sulla, Mr. Whittaker, and "Mr. Hester" have been named for alleged crimes, along with several "State actors" for aiding-and-abetting.

16. I further verify that I have been in contact with several federal agents who I understand have been investigating Mr. Sulla for criminal wronging, and I have served my public duty at great personal expense to see that Mr. Sulla and his cohorts in crime receive the discipline they deserve.

17. There is a huge likelihood of success in our case against The Movant and Defendants in the Adversary Proceeding—Mr. Sulla. Mr. Hester, and Mr. Whittaker. If success depends on adjudication on the merits, then the Court will administer a huge blessing for a lot of people. Frankly, it is inconceivable to me to think that the Honorable Court might rule otherwise in lieu of the material evidence of forgeries, fraudulent transfers of securities, and clear-and-convincing fraudulent concealments, including Mr. Sulla being the concealed real party in interest, and the Movant's instant Motion concealing the entire case of Civ. No. 05-1-0196. Is there any chance a wise and honorable federal justice would grant any relief to agents of deception? I think we have a substantial likelihood of success on the merits. Moreover, in lieu of the substantial damages caused by Mr. SULLA's fraud and crimes there is a high probability that compensatory awards will be large, enabling me to pay off my creditors.

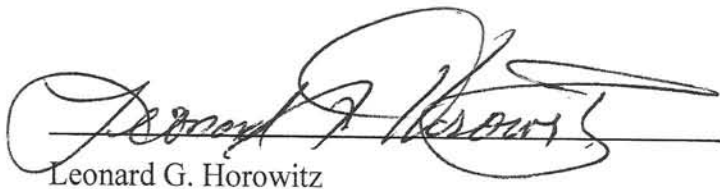
18. The Defendant Stewart Title Co. is similarly situated to be liable for paying my policy amount of \$550,000, and possibly much more given their bad faith and severely distressing neglect of the facts in my case. Company officials recklessly blamed me for the Defendants having stolen title to my Property.

19. For all the above reasons, and more in the Memorandum pleading, Mr. HESTER's Motion by Attorney SULLA should be denied, and extended stay granted to the Plaintiffs.

20. My reorganization plan will work if the Honorable Court extends the stay to mitigate the irreparable harm mounting to me and Sherri, Maintaining the status quo in favor of justice will mitigate mounting harm with no harm at all coming to Hester who is not a real party in interest, and whose equity appears to be (from his quitclaim deed) "\$10 and other valuable consideration."

21. Mr. Sulla certified the Motion in bad faith and unclean hands under penalty of perjury. He perjured himself by verifying the statements that I know, and can prove, are false that I have listed on the attached **"Appendix L Perjury of Paul J. Sulla, Jr. in March 18, 2016, Filing of Motion for Relief From Automatic Stay."**

Further affiant sayeth not. Dated: March 28, 2016



Leonard G. Horowitz

On this 28th day of March, 2016, before me, the undersigned notary public, personally appeared LEONARD G. HOROWITZ, who proved to me on the basis of satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document(s) is/are truthful and accurate to the best of his knowledge and belief.

Subscribed and sworn to before me this
28th day of March, 2016

State of Hawaii, City and County of Honolulu (SEAL)

Notary Public in and for Hawaii

My commission expires: SEP 13 2019

Susan Murakami

Notary Signature



AFFIX SEAL HERE

Total number of pages: 6



Doc. Date: 03/28/16 # Pages: 6
Name: Susan Murakami 15 Circuit
Doc. Description: Affidavit of Leonard G. Horowitz
Pursuant to Memorandum in Reply to Defendant's Motion for
Susan Murakami 03/28/16 Relief from Stay
Notary Signature Date

**Appendix I: Perjury of Paul J. Sulla, Jr. in March 18, 2016,
Filing of “Declaration of Counsel in Support of Motion for Relief
From Automatic Stay, Exhibits ‘A’ – ‘C’”
As “True and Correct”**

Page	<u>STATEMENT</u>	<u>FACT</u>
1) 1 ¶ 3.	Movant’s “Interest held in real property”	A) Movant’s Interest in property is nill
2) 2 ¶ 4	“Exhibit ‘A’” (“true and correct”)	A) Known sham “Grantor” incorporated by Sulla’s forgery and alterations; B) Known false address of “Grantor” 811 Malama Street. C) Known shill “Grantee” HESTER D) Known concealed real party in interest.
3) 2 ¶ 5	“Debtor not paid expenses on property during the six (6) years . . .”	E) Debtor paid all expenses, and Movant paid no expenses whatsoever.
4) 2 ¶ 6	Property is “subject to a tax lien and sale . . . if not paid by June 30, 2016”	F) Misrepresentation. Property not subject to tax lien or sale by reason of a contract Debtor has with Tax Office since 4/18/13.
5) 2 ¶ 7	A team of 15 people had been scheduled to execute Writ of Ejectment “prior to debtor’s petition.”	G) Plaintiffs spoke with Sheriff on 3/14/16 and he knew nothing about the Writ at that time; nor was the scheduling of 15 third parties proper ejectment procedure.
6) 2 ¶ 8	“Debtor continually claims to have an interest in the Property despite repeated findings, Orders and Judgments in prior State actions that he has none. during the six (6) years . . .”	H) Blatant lie. Final Judgment in CV 05-1-0196 on March 4, 2016 says Debtor has equity interest, and Movant none.
7) 2 ¶ 9	“Debtor holds no record title interest . . . pays no . . . tax to the County. . .”	I) Debtor has paid monthly taxes to the County since 4/18/13, and holds the registered Warranty Deed.
8) 3 ¶ 10	“Debtor does not reside on the property.”	J) Debtor has resided on property since September, 2011.
9) 3 ¶ 12	“[P]ossessory interest . . . held was extinguished by . . . foreclosure sale . . .”	K) Foreclosure sale was known by counsel to be illegal and void.
10) 4 ¶ 15	“Debtor never record title or equitable or equitable interest in the property,	L) Counsel knew Debtor held record title, Doc. No. A-4570676, that is a Quitclaim Deed transfer of equitable interests from RBOD to H/K.

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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

Exhibit 1

Exhibits pg. 1

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.¹

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.²

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

¹ 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.

² 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 FURTHERED 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.³

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

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

FILED

cc: S. Whittaker, Esq. S. Kane
M. Wille, Esq. L. Horowitz

2015 DEC 30 PM 4:26

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

JASON HESTER,) Civil NO. 14-1-304
)
Plaintiff,) FINAL JUDGMENT
)
vs.) Judge Ronald Ibarra, Division 4
)
LEONARD G. HOROWITZ, ET AL.,)
)
Defendants.)
)
_____)

FINAL JUDGMENT

Pursuant to the (1) *Entry of Default Against Defendants Medical Veritas International, Inc. and the Royal Bloodline of David* filed on September 17, 2014; (2) *Order Granting Plaintiff's Motion to Dismiss Counterclaims*, filed March 27, 2015, and (3) *Order Granting in Part and Denying in Part Plaintiff's Motion for Summary Judgment*, filed August 28, 2015, final judgment pursuant to Rule 58, Hawai'i Rules of Civil Procedure is hereby entered as follows:

1) On Plaintiff Jason Hester's Complaint filed August 11, 2014

- a. As to Count I, Quiet Title, judgment is entered in favor of Plaintiff Jason Hester pursuant to H.R.S. Section 669-1, et seq. and against the Defendants Medical Veritas International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz; and Sherri Kane;
- b. As to Count II, Tenants at Sufferance, judgment is entered in favor of Plaintiff Jason Hester and against Defendants Medical Veritas

Exhibit 2

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

Exhibits pg. 8

Clerk, Third Circuit Court, State of Hawaii

International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz;
and Sherri Kane;

- c. As to Count III, Trespass, pursuant to Rule 41, Hawai'i Rules of Civil Procedure and the Order Granting Plaintiff Jason Hester's Motion for Voluntary Dismissal of Trespass Claim, filed August 28, 2015, this claim is dismissed;
- d. As to Plaintiff's request that Judgment for Possession be entered giving Plaintiff exclusive possession of the Property, judgment is entered in favor of Plaintiff Jason Hester and a Writ of Ejectment shall issue against Defendants Medical Veritas International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz; and Sherri Kane pursuant to H.R.S. Section 667-33(b)(4);

2) On Defendants Leonard Horowitz and Sherri Kane's Counterclaim filed August 21, 2014 as to all claims including:

Count I, Slander of Title;

Count II, Quiet Title;

Count III, Unfair and Deceptive Acts and Practices;

Count IV, Malicious Prosecution in Criminal Contempt;

Count V, Abuse of Process Tort;

Count VI, Tort of Conversion/Theft in Conspiracy to Deprive Citizens' Rights and Properties;

Count VII, Tortious Interference with Consortium;

Count VIII, Tortious Interference with Prospective Business (Economic) Advantage;
Count IX, Breaches of Two Contracts;
Count X, Breach of Duty to Protect/Negligence/"Duty-Public Duty Doctrine" and/or
"Failure to Enforce" Laws Including HRS §480-2 HRS §480D-3(2)(3)(6)(8)(11) and HRS
§480D-4(a)(b);
Count XI, Breach of Standard of Care/Malpractice;
Count XII, Trespass to Chattels;
Count XIII, Defamation;
Count XIV, Criminal Negligence;
Count XV, Gross Negligence;
Count XVI, Intentional Infliction of Emotional Distress;
Count XVII, Negligent Infliction of Emotional Distress;
Count XVIII, Fraud and/or Misrepresentation;
Count XIX, Comparative Negligence, Secondary Liability and/or Vicarious Liability; and
Count XX, Civil RICO,

these claims are dismissed pursuant to the Order Granting Plaintiff's Motion to Dismiss
Counterclaims, filed on March 27, 2015.

Any remaining claims or counterclaims not specifically addressed herein are dismissed
with prejudice. This Final Judgment resolves all claims as to all parties in this action.

DATED: Kealahou, Hawaii, DEC 29 2015.

RONALD IBARRA (SEAL)

JUDGE OF THE ABOVE-ENTITLED COURT

cc: S. Whittaker, Esq. S. Kane
M. Wille, Esq. L. Horowitz

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

) Civil NO. 14-1-304

)
) NOTICE OF ENTRY OF JUDGMENT

) Judge Ronald Ibarra, Division 4

1

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In accordance with the Hawai'i Rules of Civil Procedure, Rule 77(d), please note that the FINAL JUDGMENT has been entered in this case.

FRANCINE VICTOR (SEAL)

Exhibits pg. 11

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

Michael A. Thompson
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii



R-592

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JAN 23, 2004 08:01 AM

Doc No(s) 2004-014441



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 4/4 22

4
LAND COURT SYSTEM

REGULAR SYSTEM

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

Loran Lee
13-3775 Kalapana Highway
Pahoa, Hawaii 96778

ESCROW NO.: 302-00225945-BJI
Brenda Ioane

THIS DOCUMENT CONTAINS 16 PAGES

TITLE OF DOCUMENT:

MORTGAGE

PARTIES TO DOCUMENT:

LENDER:

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

BORROWER:

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.MTG/11-6-03

EXHIBIT 3

Exhibits pg. 12

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT AND PARTIES AND THEIR ADDRESSES

(A) "Mortgage." This document, which is dated JANUARY 15, 2003^{2017, 05} will be ⁱⁿ called the "Mortgage."

(B) "Borrower." **THE ROYAL BLOODLINE OF DAVID**, a Washington nonprofit corporation, whose mailing address is **P. O. Box 1739, Newport, Washington 99156**, will sometimes be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender." **LORAN LEE**, also known as **C. Loran Lee**, single, whose mailing address is **13-3775 Kalapana Highway, Pahoa, Hawaii 96778**, will sometimes be called "Lender" or sometimes simply "you" or "your."

(D) "Note." The Promissory Note, signed by Borrower and dated JANUARY 15th, 2003^{2017, 05} will be called the "Note." Under the Note, Lender agrees to loan Borrower the principal sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**.

(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

I give Lender rights in the Property described in (A) through (J) below:

- (A) The property is described 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;
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in Paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in Paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in Paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures. Usually, fixtures are items that are physically attached to buildings, such as hot water heaters;
- (H) All of the rights and property described in Paragraphs (B) through (F) of this section that I acquire in the future;
- (I) All replacements of or additions to the property described in Paragraphs (B) through (F) and Paragraph (H) of this section;
- (J) 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; and (D) any lease included in the Property is in good standing.

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.

PROMISES

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

2. 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 by making the payments 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 and the Lender requests, 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. That association or organization will be called the "Owners' Association."

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

(A) Generally. I will obtain insurance to cover all buildings and other improvements that now are or in the future will be located on the Property as follows:

- ☒ Fire and extended peril coverage (with inflation guard) in an amount at least equal to the full replacement costs of the insurable improvements on the Property;
- ☒ Comprehensive public liability insurance as customarily provided for similar property in Hawaii for homeowner's insurance;

- ☒ Hurricane Property Insurance Policy;
- ☐ Flood insurance, if the Property is within the Flood zone eligible for federally subsidized flood insurance;

and other hazards for which Lender requires coverage, except as may be otherwise expressly provided in the lease if the property is a leasehold.

I understand that Lender may not make the granting of the Note contingent on my obtaining any insurance required under the terms of this Mortgage from an insurance company designated by Lender. However, to the extent permitted by law, Lender reserves the right to refuse an insurer which I choose for cause or reasonable excuse. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgagee clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies 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 or change the amount of any of my monthly payments under the Note

or this Mortgage.

If Lender acquires the Property pursuant to this Mortgage, 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: (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; and (c) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph, 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 (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 (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.

4. 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. I will not make additions or major improvements to the Property without Lender's written consent. Lender also will have the right to inspect plans and specifications and may condition Lender's consent on my obtaining required building permit, consents of Condominium Owner's Association,

lenders, or lessors, if any, plus evidence of my adequate financing and/or bonding to pay for the improvements.

(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 any 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.)

5. 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 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. 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 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, Lender does not have to do so.

6. LENDER'S RIGHT TO INSPECT THE PROPERTY. Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable

manner and at reasonable times.

7. 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 this Mortgage. 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 will apply to a condemnation, or sale to avoid condemnation, of the PUD's common areas and facilities as well as of the Property.

8. 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.

9. 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.

10. OBLIGATIONS OF BORROWER. 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.

11. 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.

12. 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.

13. 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.

14. CONVEYANCE OR ASSIGNMENT. I will not convey, assign or transfer (whether by way of Deed, Mortgage, Assignment of Lease, Agreement of Sale or other conveyance) any of my interest in the Property. Any attempt to do so will not be effective unless I first obtain the written consent of Lender. If all or any part of the Property or an 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, require immediate payment in full of all sums secured by this Mortgage. Lender shall not exercise such option if Lender is prohibited by federal law from doing so. If Lender exercises this option to accelerate, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

15. DEFAULT. I will be in default under this Mortgage if:

- (1) I fail to make any monthly payment due under the Note or am otherwise in default under the Note.
- (2) I fail to keep any promise or agreement made in this Mortgage and do not correct

the failure within thirty (30) days after Lender gives me notice requesting correction.

(3) I convey, assign or transfer any of my interest in the Property without first obtaining Lender's written consent.

16. LENDER'S RIGHTS IF BORROWER IS IN DEFAULT.

(A) "Immediate Payment in Full". If there is a default under this Mortgage, then without prior notice to me you can demand that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. You may do this without making any further demand for payment. This demand will be called "Immediate Payment in Full".

(B) "Foreclosure and Sale". If I default under this Mortgage, you can also start a "Foreclosure and Sale" of the Property, without giving me prior notice.

A "Foreclosure and Sale" of the Property will take away, forever, all of my rights in the Property. You can do this without having to give a bond to a court. The Property can be sold in "whole" (as one property) or in "part" (as several pieces of property) at a private sale or public auction. The buyer, who may be you or another person, will acquire the Property free and clear of any of my claims to the Property. The buyer would then own the Property. If I have not moved out before then, the buyer can remove me (and other persons, including my family, allowed by me to be on the Property) from the Property. This is known as "Foreclosure and Sale".

If the Property is a leasehold, the buyer will then own the leasehold interest for the rest of the lease term, plus any extensions and renewals of the lease term.

For your benefit in case I default under this Mortgage, I now "irrevocably" (permanently until you release this Mortgage or otherwise release me in writing) appoint you as my "attorney-in-fact" (authorized representative) to do all that is necessary to transfer my rights in the Property by a Foreclosure and Sale. This includes your being able to transfer the Property to a buyer at the sale, and, without giving notice to me, your being able to make any arrangements that you desire concerning this Mortgage and that buyer to protect your rights in this Mortgage and the Property.

A law of the State of Hawaii, now known as "Section 667-5 of the Hawaii Revised Statutes," provides for a Foreclosure and Sale of property under a "Power of Sale". This "Power of Sale" will let you foreclose the Mortgage and sell the Property without having to start a lawsuit, if I should default under the Mortgage. I give you that "Power of Sale" under Section 667-5 and under any successor statute, as such law may be amended.

If you exercise your right to get a Foreclosure and Sale of the Property, you will follow the procedures that are required of you by the laws of the State of Hawaii.

The proceeds from the sale of the Property by Foreclosure and Sale will be applied to pay

for any liens on the Property which are superior to this Mortgage, all amounts I owe you under the Note and this Mortgage including "Future Advances" as well as all of your costs and expenses including "Commissioner's" (auctioneer's) fees and attorneys' fees, in bringing a Foreclosure and Sale, plus interest, as allowed by this Mortgage and law. If the proceeds are not sufficient to pay all of the amounts that I owe you, then you will have the right to get a "personal judgment" (a court order) against me for the difference, or you can get any other remedy available to you under the law and this Mortgage. If there are any "surplus" (remaining) proceeds after you pay for all of the above, then those surplus proceeds will belong to me.

In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law, including reasonable attorneys' fees.

Lender shall also have an immediate right to a receivership without any requirement for prior notice to me or a hearing. The receiver shall serve without a bond.

In addition to having a foreclosure and sale, Lender may take any other actions allowed by law. This includes, for example, setting off (deducting) amounts that I owe Lender from any funds that Lender may owe to me. For example, if I have money on deposit in an account with Lender, Lender may take the money in that account to pay what I owe under the Note and this Mortgage.

17. 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 overdue 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, 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, 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.

18. 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.

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

20. 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.

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

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

**THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation**

By 

LEONARD GEORGE HOROWITZ

Its Overseer

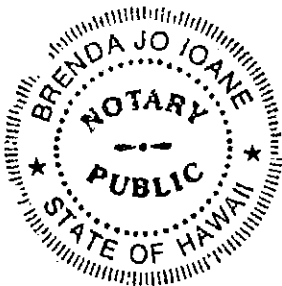
APPROVED AS TO FORM
PETER K. KUBOTA
ATTORNEY AT LAW

BY _____

11-7-03

STATE OF WASHINGTON Hawaii)
COUNTY OF Hawaii) ss.

On this 15 day of January, 2004, before me personally appeared
LEONARD GEORGE HOROWITZ, Individually and 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 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)) 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 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01446

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 "HEIHELAHULU" 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 01/14/06, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004 01/14/06

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

Exhibits pg. 27

PROMISSORY NOTE

\$350,000.00

1/15, 2003 ²⁰⁰⁴ ²⁰⁰⁵

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

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

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

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

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

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

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

EXHIBIT 4

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


Exhibits pg. 28

Clerk

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

THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation

By


LEONARD GEORGE HOROWITZ
Individually and as its Overseer

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

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



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



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$550.00

20 3/4 Z2

LAND COURT SYSTEM

REGULAR SYSTEM

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

The Royal Bloodline of David

P.O. Box 1739

Newport, Washington 99156

ITC

ESCROW NO.: 302-00225945-BJI
Brenda Ioane

THIS DOCUMENT CONTAINS 7 PAGES

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

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

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

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

PKK/ITC2003.DED/11-6-03

EXHIBIT 5

Exhibits pg. 30

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

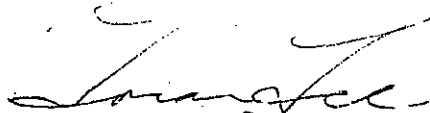
AND in consideration of the premises, the Grantee hereby acknowledges that the Grantee is aware, understands and agrees that all of the premises herein conveyed, including, but not limited to, all improvements located thereon, are being conveyed by the Grantor to the Grantee "AS IS" without warranty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

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

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

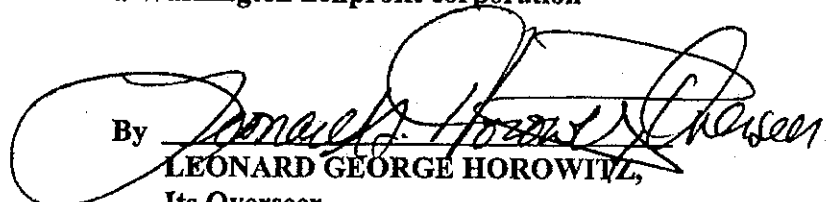
The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all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

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


LORAN LEE A.K.A C. LORAN LEE

THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation

APPROVED AS TO FORM
PETER K. KUBOTA
ATTORNEY AT LAW

By 
LEONARD GEORGE HOROWITZ,
Its Overseer

BY _____
11-7-03

EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. E. Elderts

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

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

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

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

ITEM II:

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

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

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

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

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

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

SUBJECT, HOWEVER, TO:

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

As to the road remnant within the land herein described:

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

3. AS TO ITEM II:-

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

END OF EXHIBIT A

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 5th 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.

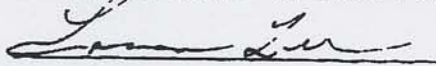
2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor has the Assignor declared that that is any default by Mortgagor therein or in the Note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

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.


1

EXHIBIT 7

Exhibits pg. 38

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.

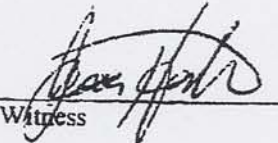
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.



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

EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. B. 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 "HAKIAHULU" 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. B. 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 _____ recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01441

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. B. 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:

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

LEVELS OF OPINION-BASED ON ASTM GUIDELINES FOR EXPRESSING CONCLUSIONS

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

- **Identification / Elimination**

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

- **Strong Probability**

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

- **Probable**

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

- **Evidence to Suggest**

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

- **Inconclusive**

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

DECLARATION OF BETH CHRISMAN

I, BETH CHRISMAN, hereby declare as follows:

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

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

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

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

1 Transferred or transposed signatures will lack any evidence of pressure of a writing
2 instrument. Additionally, due to modern technology in the form of copiers, scanners, and computer
3 software that can capture documents as well as edit documents and photos it has become quite easy
4 to transfer a signature from one document to another. However, there will always be a source
5 document and in many cases the signature will remain unchanged. The fact that there is more than
6 one signature that is exactly the same is in direct opposition to one of the basic principles in
7 handwriting identification.
8

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

13 **5. Observations and Opinions:**

14 PAGE NUMBERING:

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

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

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

22 DOCUMENT PAGES:

23 d. Page 6 and Page 8 are both General Certification pages and contain the same text, exact
24 same signature and exact same handwritten '8' for the day. Since no one person signs their name
25 exactly the same way twice, one of these documents does not contain an authentic signature.
26
27
28

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

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

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

6 PAGES 5 AND 6

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

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

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

20 PAGE 8.

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

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

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

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

4 **7. Declaration:**

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

9 
10 BETH CHRISMAN
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1 ACKNOWLEDGMENT

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

5
6 State of California

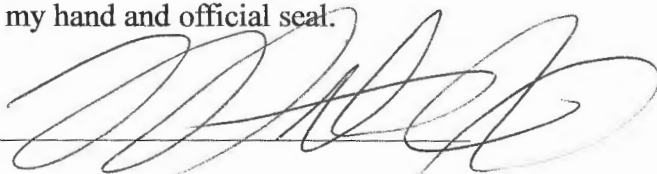
7 County of Los Angeles
8

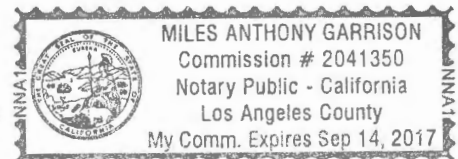
9 On June 30, 2015 before me, Miles Anthony Garrison, Notary Public personally appeared Beth Chrisman,
10 who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
11 to the within instrument and acknowledged to me that she executed the same in her authorized
12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

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

18
19 WITNESS my hand and official seal.

20
21 Signature







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

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

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

Article I

The name of the Corporation Sole is:

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

Article II

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

Article III

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

Article IV

The period of duration of the corporate sole is perpetual.

05/29/200920052

Article V

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

Article VI

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

05/29/200920052

Article VII

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

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

Article VIII

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

Article IX

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

Article X

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

05/29/200920052

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

Witness my hand this 8 day of May, 2009.

CECIL LORAN LEE

Cecil Loran Lee

05/29/200920052

CERTIFICATE OF EVIDENCE OF APPOINTMENT

Asseveration

State of Hawaii

County of Hawaii

Signed and Sealed

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

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

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

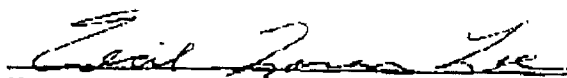
05/29/200920052

05/23/2009

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".

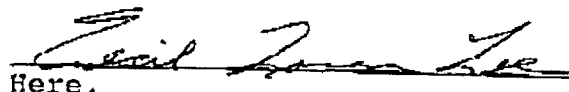
In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE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

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C

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

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



R-758 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
MAY 11, 2010 12:00 PM
Doc No(s) 2010-084623



20 1/2 212

/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$175.00

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

Paul J. Sulla, Jr.
P. O. Box 5250
Hilo, HI 96720

Tax Map Key (3) 1-3-001:049 & 043

TOTAL PAGES 7

QUITCLAIM DEED

THIS INDENTURE, made this 3rd day of May,
2010, by and between THE OFFICE OF OVERSEER, A CORPORATE SOLE
AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole, as foreclosing
mortgagee, whose address is 13-811 Malama Street, Pahoa, HI
96778, (hereafter referred to as the "Grantor") and THE OFFICE
OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE
POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a
Hawaiian Corporation Sole, whose address is 13-811 Malama
Street, Pahoa, HI 96778, (hereafter referred to as the
"Grantee").

W I T N E S S E T H

THAT WHEREAS, THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation by Leonard George Horowitz individually and as Overseer (hereinafter referred to as the "Borrower/Mortgagor") executed a certain Promissory Note and Mortgage dated January 15, 2004, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-014441, / with LORAN LEE a/k/a C. LORAN LEE, as the original Mortgagee; and

WHEREAS, LORAN LEE a/k/a C. LORAN LEE assigned that certain Mortgage to THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole by ASSIGNMENT OF MORTGAGE dated May 15, 2009 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2009-136885 / with LORAN LEE a/k/a C. LORAN LEE, as the original OVERSEER;

WHEREAS, LORAN LEE a/k/a CECIL LORAN LEE died on June 29, 2009 and JASON HESTOR of Pahoa, HI 96778 became the succeeding incumbent OVERSEER of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole;

WHEREAS, the term of the Promissory Note currently held by Grantor, as foreclosing mortgagee expired on January 15, 2009; the entire remaining unpaid principal balance became due and

payable; and the Borrower/Mortgagor has defaulted on the repayment of the Promissory Note and Mortgage; and

WHEREAS, pursuant to Grantor's foreclosure rights under power of sale as provided in Sections 667-5 through 667-10, Hawaii Revised Statutes, and that aforesaid Mortgage dated January 15, 2004, and in accordance with the terms of the MORTGAGEE'S AFFIDAVIT OF FORECLOSURE UNDER POWER OF SALE, the Grantor herein duly held a sale by public auction on April 20, 2010 and the property hereinafter described was offered for sale, and wherein THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS was the purchaser of said property for the sum of \$175,000.00. Said auction being evidenced by MORTGAGEE'S AFFIDAVIT OF FORECLOSURE UNDER POWER OF SALE recorded herewith.

NOW, THEREFORE, Grantor, as foreclosing mortgagee under power of sale, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does hereby release, remise, quitclaim, transfer and convey all of that certain real property described in Exhibit "A" attached hereto and made a part hereof, unto Grantee, as TENANT IN SEVERALTY; And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith unto the Grantee, in FEE SIMPLE, forever.

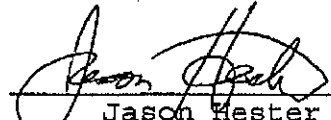
The Grantor makes no warranties or covenants with respect to this conveyance. The property is sold strictly "AS IS" and "WHERE IS" without covenant or warranty, express or implied, as to title, possession or encumbrances.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

IN WITNESS WHEREOF, the undersigned executed these presents
on the day and year first above written.

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

By


Jason Hester
Its: Overseer

"Grantor"


STATE OF HAWAII)

SS.

COUNTY OF HAWAII)

On this 3 day of May, 2010, before me appeared Jason
Hester, to me personally known, who, being by me duly sworn, did
say that he is the OVERSEER of 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
and that said QUITCLAIM DEED dated May 3 2010 consisting of 7
pages was signed in the Third Circuit of Hawaii on behalf of
said corporation by authority of its OVERSEER, and he
acknowledges said instrument to be the free act and deed of said
Corporation Sole.

Doc. Date: 5/3/2010 # Pages: 7
Notary Name: Carol L. Silva Third Circuit
Doc. Description: Quitclaim Deed
Office of Overseer 7M41-3114943
Carol L. Silva 5/3/2010
Notary Signature Date
NOTARY CERTIFICATION


Notary Public, State of Hawaii
Print Name: Carol L. Silva

My commission expires: 10/12/2012



EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. B. 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 "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)) to a pipe;
2. 239° 28' 30" 325.15 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. B. Elderts to a pipe;

Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:

4. 142° 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 2004-0144, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-0144

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. B. 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 "HEHEKIAHULU" being 6,270.73 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 foot 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 2004-61444 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-61444

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 X

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

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



R-883 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JUN 14, 2011 11:00 AM
Doc No(s) 2011-093772



20 1/2 Z1

/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$220.00

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

Paul J. Sulla, Jr.
P. O. Box 5250
Hilo, HI 96720

Tax Map Key (3) 1-3-001:049 & 043

TOTAL PAGES 5

QUITCLAIM DEED

THIS INDENTURE, made this 9th day of June,
2011, by and between THE OFFICE OF OVERSEER, A CORPORATE SOLE
AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole, whose address
is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred
to as the "Grantor"), for and in consideration of the sum of TEN
DOLLARS (\$10.00) and other valuable consideration paid to
Grantor by JASON HESTER, an individual whose address is PO Box
758 Pahoa, HI 96778 (hereafter referred to as the "Grantee"),
the receipt of which is hereby acknowledged, does hereby

EXH **EXHIBIT 10**

Exhibits pg. 62

release, remise, quitclaim, transfer and convey all of that certain real property described on the tax maps of the Third Taxation Division, State of Hawaii, as **Tax Map Key (3) 1-3-001-043 & 1-2-001-049** in the interests noted above, more particularly described in **Exhibit "A"** attached hereto and made a part hereof, subject to the encumbrances noted therein

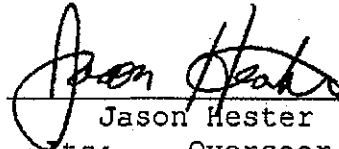
TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith unto the Grantee, in FEE SIMPLE, forever.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

IN WITNESS WHEREOF, the undersigned executed these presents
on the day and year first above written.

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

By


Jason Hester
Its: Overseer

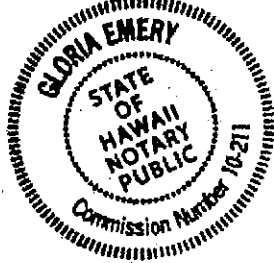
"Grantor"

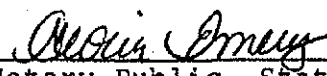
STATE OF HAWAII)

) SS.

COUNTY OF HAWAII)

On this 9th day of June, 2011, before me appeared Jason
Hester, to me personally known, who, being by me duly sworn, did
say that he is the OVERSEER of 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
and that on behalf of said corporation by authority of its
OVERSEER, he acknowledges said instrument to be the free act and
deed of said Corporation Sole.




Notary Public, State of Hawaii
Print Name: Gloria Emery

My commission expires: July 18, 2014

Doc. Date: 6/9/11 3rd Circuit
Pages: 5
Doc. Description: Quitclaim Deed

x  6/9/11
GLORIA EMERY, Notary Public Date

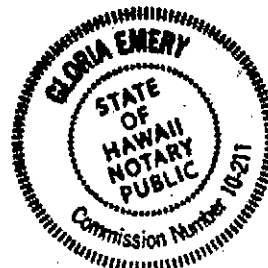


EXHIBIT A

ITEM I:

LOT 15-D

A. Portion of Lot 15

Grant 5005 to J. E. Elderts

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

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEHUHAHULU" 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:

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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 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01441.

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 "HEIHKIAHULU" 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 X



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 & 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 date 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.

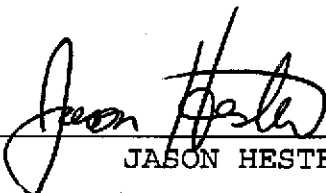
23. FINANCING STATEMENT.

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.

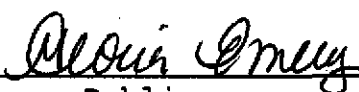
I will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.

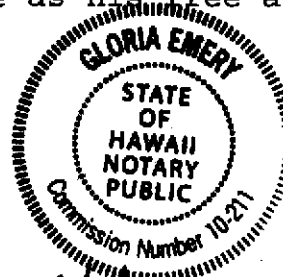
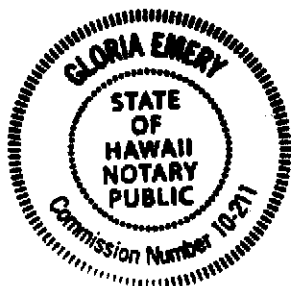
By signing this Mortgage I agree to all of the above.


JASON HESTER

STATE OF HAWAII)
) SS.
COUNTY OF Hawaii)

On this the 9th 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

NO. 26054

IN THE SUPREME COURT OF THE STATE OF HAWAII

OFFICE OF DISCIPLINARY COUNSEL, Petitioner,

vs.

PAUL J. SULLA, JR., Respondent.

(ODC 03-206-7806)

ORDER OF PUBLIC CENSURE

(By: Moon, C.J., Levinson, Nakayama, Acoba, and Duffy, JJ.)

Upon consideration of the Office of Disciplinary Counsel's ex parte petition for issuance of reciprocal discipline notice under Rule 2.15(b) of the Rules of the Supreme Court of the State of Hawai'i ("RSCH"), the memorandum, affidavits, and exhibits thereto, Respondent Sulla's response to our September 16, 2003 notice and order, and the record, it appears: (1) that on May 30, 2003, Respondent Sulla was reprimanded by the United States Tax Court for professional misconduct in Brian G. Takaba v. Commissioner of Internal Revenue Service, (2) RSCH 2.15(c) requires this court to impose the identical discipline upon the attorney unless this court finds that upon the face of the record upon which the discipline is predicated it clearly appears (i) the Tax Court procedure was so lacking in notice or opportunity to be heard as to constitute a deprivation of due process, or (ii) there was such an infirmity of proof establishing the misconduct as to give rise to the clear conviction that this court could not, consistent with its duty, accept as final the conclusion on that subject, or (iii) the misconduct established warrants a substantially different discipline in this state, and (3) there is no basis in this record upon which to find a lack of due process, an infirmity of proof, or that such discipline is unwarranted in this jurisdiction. It further appears that a public censure by the supreme court is the equivalent discipline in Hawai'i. See RSCH 2.3(a). Therefore,

IT IS HEREBY ORDERED, pursuant to RSCH 2.15(c), that Respondent Paul J. Sulla, Jr. is Publicly Censured.

IT IS FURTHER ORDERED that Respondent Sulla shall pay all costs of this proceeding.

DATED: Honolulu, Hawai'i, December 16, 2003.

EXHIBIT 12

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,	)	CR. NO. 07-00354 HG
)	
Plaintiff,)	
)	
vs.)	
)	
BRUCE ROBERT TRAVIS,)	
)	
Defendant.)	
_____)	

**ORDER GRANTING THE GOVERNMENT'S MOTION
TO DISQUALIFY ATTORNEY PAUL J. SULLA, JR.**

Before the Court is Plaintiff United States of America's ("the Government") Motion to Disqualify Attorney Paul J. Sulla, Jr. ("Motion"), filed August 22, 2007. Defendant Bruce Robert Travis ("Defendant") filed a memorandum in opposition to the Motion on September 4, 2007, and the Government filed its reply on September 4, 2007. This matter came on for hearing on September 6, 2007. Appearing on behalf of the Government was Clare Conners, Assistant United States Attorney, and appearing on behalf of Defendant, who was present, was Paul Sulla, Esq. After careful consideration of the Motion, supporting and opposing memoranda, and the arguments of counsel, the Government's Motion is HEREBY GRANTED for the reasons set forth below.

BACKGROUND

On July 26, 2007, Defendant, a real estate agent and broker, was indicted on one count of obstructing and impeding the

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administration of tax laws, in violation of 26 U.S.C. § 7212(a), and six counts of filing a false tax return, in violation of 26 U.S.C. § 7206(1). The indictment alleges, *inter alia*, that Defendant claimed deductions which he knew he was not entitled to claim in his tax returns for the years 1996, 1997, 1999, 2000, 2003, and 2004. During the course of an audit into Defendant's tax liability for the years 1996 through 2000, Defendant amended his returns to claim deductions equal to the amount of the adjusted gross income which he previously reported. He therefore claimed that he owed no income taxes for those years. The indictment also alleges that, in his 2003 and 2004 tax returns, Defendant falsely claimed charitable deductions for payments he made to the National Endowment for Financial Aid ("NEFA") and the Research Foundation, organizations affiliated with Royal Lamarr Hardy, a well known tax protestor. Defendant also allegedly tried to obstruct and impede the administration of the tax laws by obtaining a fraudulent arbitration judgment against the Internal Revenue Service ("IRS") and the IRS employee who performed his audit and by filing several civil actions against the IRS in the United States District Court for the District of Columbia. All of the complaints were subsequently dismissed.

In the instant Motion, the Government argues that the Court should disqualify Mr. Sulla from representing Defendant because Mr. Sulla is likely a necessary witness in the case. The

Government states that Defendant is one of Mr. Hardy's "clients" and that Mr. Sulla previously represented both Mr. Hardy and clients of the Research Foundation. According to the Government, Defendant consulted Mr. Hardy about how to subvert his tax obligations and Mr. Sulla facilitated, or was otherwise a part of, their relationship.

The Government alleges that Mr. Hardy worked with Defendant to obtain the fraudulent arbitration judgment and that Mr. Sulla assisted Defendant in using the fraudulent judgment in a proceeding before the Hawai'i Real Estate Commission ("the Commission"). Mr. Sulla represented Defendant when the Commission voted to deny his application for a real estate broker's license because of the IRS lien filed pursuant to the audit. In the course of this representation, Mr. Sulla sent a letter to the Commission which characterized the arbitration judgment as valid and challenged the enforceability of Title 26 of the Internal Revenue Code ("IRC"). Some of the documents that Mr. Sulla submitted as support for the letter came from Mr. Hardy's organizations and the letter's arguments are similar to those typically propounded by Mr. Hardy and his clients. The Government also argues that Mr. Sulla should have been aware that the challenge to the IRC's enforceability was frivolous because the Tax Court and the Supreme Court of Hawai'i previously reprimanded him for raising similar arguments. See Takaba v.

Comm'r of Internal Revenue, 119 T.C. 285 (2002). The Government therefore argues that Mr. Sulla will likely be a necessary witness on the issue whether Defendant wilfully violated the tax laws when he claimed he did not owe any personal income taxes for 1996 through 2000.

With regard to Defendant's 2003 and 2004 tax returns, the Government notes that Mr. Sulla transmitted them to the IRS and represented that he had convinced Defendant to comply with the tax laws. In the Government's view, based on his prior dealings with Mr. Hardy, Mr. Sulla should have known about the nature of the Research Foundation and the NEFA and should have realized that Defendant could not claim payments to those groups as deductible charitable donations. The Government states that it may call Mr. Sulla to testify on the issue whether Defendant knew that those deductions were improper. For these reasons, the Government argues that Mr. Sulla cannot represent Defendant pursuant to Rule 3.7 of the Hawai'i Rules of Professional Conduct ("HRPC").

In his memorandum in opposition, Defendant argues that Mr. Sulla only had a "sporadic relationship" with Mr. Hardy. [Mem. in Opp. at 2-3.] Mr. Sulla was not aware of Mr. Hardy's or the Research Foundation's tax programs, nor was he aware of Defendant's involvement with Mr. Hardy. Mr. Sulla denies taking part in Defendant's tax filings or in any of Defendant's

challenges to the IRS's authority, including obtaining the allegedly fraudulent arbitration judgment. In fact, Defendant claims that he has fully cooperated with the IRS since Mr. Sulla became involved in the tax collection matter. Defendant argues that Mr. Sulla's letter to the Commission did not challenge the enforceability of the IRC, but merely identified good faith questions that Defendant raised in the adjudication of his tax liability.

With regard to Takaba, Mr. Sulla did not present Takaba's tax protestor defense claims; he presented "a newly emerging § 861 Source Rule defense". [Mem. in Opp. at 6.] Mr. Sulla had not represented tax filers prior to that proceeding, nor had he been involved in any tax protestor activity. He now realizes raising that argument could have been construed as reckless at the time. Mr. Sulla asserts that Takaba has made him more aware of the consequences of challenging the IRS's tax collection authority. Defendant argues that, instead of being grounds for disqualification, Mr. Sulla's experience in Takaba makes him more competent to represent Defendant in the instant case.

Defendant argues that Mr. Sulla is not a necessary witness on any of the issues that the Government identified. The Government's claim that Mr. Sulla was involved in obtaining the arbitration judgment is merely speculative. Mr. Sulla stated in

a declaration that he was not involved in, and was not privy to, the relationship between Defendant and Mr. Hardy. Further, Defendant argues that there is no evidence that the arbitration awards were fraudulent. Defendant also asserts that Mr. Sulla's representation of him before the Commission was within the normal course of their attorney-client relationship and it should not disqualify Mr. Sulla from representing him in this case.

Mr. Sulla did not advocate tax protestor rhetoric to the Commission; the focus of his representation was to prevent the revocation of Defendant's real estate license by establishing that Defendant was contesting the amount of his tax liability in good faith. Mr. Sulla's letter to the Commission does not rise to the level of impeding tax collection or obstructing justice. Finally, although Mr. Sulla was acting as Defendant's attorney and assisted the IRS in procuring Defendant's 2003 and 2004 returns, he was not involved in their preparation.

In its reply, the Government reiterates many of the arguments it raised in the Motion. In addition, the Government argues that there is evidence that Defendant's arbitration judgments were invalid. The judgments were vacated twice by two different arbitrators before Mr. Sulla presented them to the Commission. Further, the IRS never participated in the arbitration. The Government notes that, in the memorandum in opposition, Defendant states that Mr. Sulla formed two limited

liability companies for him in 2004. The Government will present evidence that the purpose of one of the entities, Americorp International, LLC, was to hide Defendant's income from the IRS. Mr. Sulla will therefore be a necessary witness regarding the entity's formation. The Government also refutes Defendant's claim that he has cooperated with the IRS since retaining Mr. Sulla in this matter. Since then, Defendant filed two false tax returns and filed frivolous complaints in the United States District Court for the District of Columbia. The Government asserts that Mr. Sulla assisted Defendant in at least the first of those filings and that Mr. Sulla will be a necessary witness to establish the circumstances of those filings.

DISCUSSION

Criminal defendants have a constitutional right to hire counsel of their choice. See U.S. Const. amend VI. That right, however, is not absolute; "it may be abridged to serve some compelling purpose. A criminal defendant's exercise of this right cannot unduly hinder the fair, efficient and orderly administration of justice." United States v. Walters, 309 F.3d 589, 592 (9th Cir. 2002) (citations and quotation marks omitted).

Attorneys who practice in this district are required to comply with the HRPC. See Local Rule LR83.3. Rule 3.7(a) states that:

A lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary

witness except where:

- (1) the testimony relates to an uncontested issue;
- (2) the testimony relates to the nature and value of legal services rendered in the case; or
- (3) disqualification of the lawyer would work substantial hardship on the client.

Haw. R. Prof. Cond. 3.7(a). Allowing an attorney to continue as counsel of record when his representation violates Rule 3.7(a) would unduly hinder the fair administration of justice. This Court must therefore disqualify Mr. Sulla from representing Defendant if the representation would violate Rule 3.7(a).

Defendant is charged with violating 26 U.S.C. § 7212(a), attempting to interfere with administration of internal revenue laws, and § 7206(1), filing false tax returns. A person violates § 7212(a) when he

corruptly or by force or threats of force (including any threatening letter or communication) endeavors to intimidate or impede any officer or employee of the United States acting in an official capacity under this title, or in any other way corruptly or by force or threats of force (including any threatening letter or communication) obstructs or impedes, or endeavors to obstruct or impede, the due administration of [the IRC]

26 U.S.C. § 7212(a). In the present case, there is no allegation that Defendant used force or threats of force. In order to prove that Defendant acted "corruptly", the Government must establish that he acted with the intention of securing an unlawful benefit for himself or someone else. See United States v. Massey, 419

F.3d 1008, 1010 (9th Cir. 2005). The elements of a § 7206(1) violation are:

(1) the defendant made and subscribed a return, statement, or other document that was incorrect as to a material matter; (2) the return, statement, or other document subscribed by the defendant contained a written declaration that it was made under the penalties of perjury; (3) the defendant did not believe the return, statement, or other document to be true and correct as to every material matter; and (4) the defendant falsely subscribed to the return, statement, or other document willfully, with the specific intent to violate the law.

United States v. Boulware, 384 F.3d 794, 810 (9th Cir. 2004) (citation omitted).

The Court acknowledges that the parties have given conflicting accounts of Mr. Sulla's knowledge of and involvement in Defendant's tax affairs. Even in light of this conflict, the Court finds that there is sufficient indication that Mr. Sulla will likely be a necessary witness at trial, particularly with regard to the issues related to Defendant's intent. These are contested issues which are not limited to the nature and value of the legal services Mr. Sulla rendered in this case. Further, Defendant has not established that Mr. Sulla's disqualification will work a substantial hardship on him. Insofar as none of the exceptions apply, this Court finds that Mr. Sulla is disqualified from representing Defendant in this case pursuant to HRPC Rule

3.7(a).¹

CONCLUSION

On the basis of the foregoing, the Government's Motion to Disqualify Attorney Paul J. Sulla, Jr., filed August 22, 2007, is HEREBY GRANTED. The Court ORDERS Defendant to appear with new counsel at a status conference on September 9, 2007 at 2:00 p.m. before Magistrate Judge Kevin S.C. Chang.

IT IS SO ORDERED.

DATED AT HONOLULU, HAWAII, September 19, 2007.



/S/ Leslie E. Kobayashi
Leslie E. Kobayashi
United States Magistrate Judge

U.S.A. V. BRUCE ROBERT TRAVIS; CR. NO. 07-00354 HG; ORDER GRANTING THE GOVERNMENT'S MOTION TO DISQUALIFY ATTORNEY PAUL J. SULLA, JR.

¹ In light of this Court's ruling, the Court declines to address the Government's alternate arguments that: 1) Mr. Sulla's representation may expose him to personal liability, which would create a conflict pursuant to HRPC Rule 1.7; and 2) if Defendant argues that he relied on Mr. Hardy's advice in carrying out his allegedly criminal conduct, Mr. Sulla's prior representation of Mr. Hardy may create a conflict under HRPC Rule 1.9.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,	)	CR. NO. 09-00398 LEK
)	
Plaintiff,)	
)	
vs.)	
)	
ARTHUR LEE ONG,)	
)	
Defendant.)	
_____)	

**ORDER DENYING DEFENDANT ARTHUR LEE ONG'S
MOTION FOR JUDGMENT OF ACQUITTAL**

Before the Court is Defendant Arthur Lee Ong's ("Defendant") Motion for Judgment of Acquittal ("Motion"), filed on November 15, 2011. The United States of America ("Government") filed its memorandum in opposition on November 29, 2011, and Defendant filed his reply on December 12, 2011. The Court thereafter took the matter under advisement.

On November 7, 2011, a jury found Defendant guilty of Counts 1 through 4 and 6 through 8 in the July 28, 2010 Superseding Indictment, charging Defendant with income tax evasion. Defendant moves the Court for judgment of acquittal on Count 1, conspiracy under 18 U.S.C. § 371,¹ arguing that there

¹ Count 1 of the Superseding Indictment filed on July 29, 2010 alleges, in pertinent part, that:

From in or about 1989, the precise date being unknown to the Grand jury, and continuing thereafter up to and including the date of

(continued...)

EXHIBIT 14

was insufficient evidence pursuant to Rule 29(c) of the Federal Rules of Criminal Procedure. After careful consideration of the Motion, supporting and opposing memoranda, and applicable law, the Court HEREBY DENIES the Motion without a hearing, finding Defendant's conviction supported by the evidence.

DISCUSSION

I. Rule 29 Standard

Rule 29 requires this Court to grant a motion for judgment of acquittal "if the evidence is insufficient to sustain a conviction." Fed. R. Crim. P. 29(a). Defendant's Motion is timely under Rule 29(c)(1). On a motion for judgment of acquittal under Rule 29, this Court must view the evidence in the light most favorable to the Government, deciding whether a

¹(...continued)

the return of this Superseding Indictment, in the District of Hawaii and elsewhere, the Defendant ARTHUR LEE ONG (Defendant), and R.L.H., M.K., P.S., and others not charged in this Indictment, did unlawfully, voluntarily, intentionally, and knowingly conspire, combine, confederate, and agree together and with each other and with other individuals both known and unknown to the Grand Jury to defraud the United States by deceitful and dishonest means for the purpose of impeding, impairing, obstructing, and defeating the lawful Government functions of the Internal Revenue Service (I.R.S.) Of the Treasury Department in the ascertainment, computation, assessment, and collection of revenue; to wit, individual income taxes.

[Superseding Indictment at ¶ 2.]

rational jury could have found Defendant guilty beyond a reasonable doubt. See United States v. Hazeem, 679 F.2d 770, 772 (9th Cir. 1982) (in deciding a Rule 29 motion, the "trial court must determine whether, viewing the evidence in the light most favorable to the government, the jury could reasonably find the defendant guilty beyond a reasonable doubt"). Accord Jackson v. Virginia, 443 U.S. 307, 319 (1979) ("when deciding a motion based on alleged insufficiency of the evidence, the relevant question is whether, after viewing the evidence in the light most favorable to the prosecution, any rational trier of fact could have found the essential elements of the crime beyond a reasonable doubt"); United States v. Disla, 805 F.2d 1340, 1348 (9th Cir. 1986) ("A conviction is supported by the evidence if, viewing the evidence in the light most favorable to the government and drawing all reasonable inferences, there was relevant evidence from which the jury could reasonably have found the defendant guilty beyond a reasonable doubt.").

II. Sufficiency of the Evidence

Defendant asserts that the Superseding Indictment charges that he, Royal LaMarr Hardy, Paul Sulla, Michael Kailing, and others engaged in an elaborate scheme to defraud the Government through the non-filing of Defendant's income taxes. [Mem. in Supp. of Motion at 1.] He maintains that all that the Government proved during trial was that Defendant met with

Mr. Hardy, and that meeting and discussing matters of common interest is insufficient under the law to infer guilt.

Mr. Hardy, Mr. Sulla, and Mr. Kailing were never called as witnesses. According to Defendant, the Government failed to establish that any agreement ever existed between Defendant, Mr. Hardy, Mr. Sulla, Mr. Kailing or Thomas Brennan. [Id. at 3-4.]

On the other hand, the Government submits that it was required to prove that Defendant conspired with at least one other person, and not with all of the co-conspirators alleged in the indictment, and that Defendant's own testimony at trial established that, on Mr. Hardy's referral, Defendant retained Mr. Sulla to create various trusts in order to reduce his taxes. The Government further argues Defendant met Mr. Sulla in Mr. Hardy's office, used Mr. Hardy's secretary to notarize Defendant's trust documents prepared by Mr. Sulla, and met with Mr. Hardy, along with Mr. Sulla and Mr. Brennan. As to conspiring with Mr. Kailing, the Government points out that he served as Defendant's nominee trustee and that Defendant knew Mr. Kaling was involved in tax fraud because he was called to testify at Mr. Kailing's criminal trial in 2005.

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. There was testimony that Defendant attended Mr. Hardy's seminar on voluntary tax compliance and was motivated to eliminate his tax liability. The evidence showed that Mr. Hardy referred Defendant to Mr. Sulla, who was involved with Mr. Hardy's programs. 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). The circumstantial evidence establishes that Mr. Hardy referred Defendant to Mr. Sulla to help him evade taxes, that Defendant knew the trust system established with Mr. Sulla was a sham, and that he did not rely on Mr. Sulla's advice in good faith.

Based on the above evidence, a rational jury could have

found beyond a reasonable doubt that Defendant conspired to defraud the Government. The Court finds there was sufficient evidence to support the jury's finding of guilt on Count I. The Motion for judgment of acquittal on the basis of insufficient evidence is DENIED.

CONCLUSION

On the basis of the foregoing, Defendant Arthur Lee Ong's Motion for Judgment of Acquittal, filed November 15, 2011 is HEREBY DENIED.

IT IS SO ORDERED.

DATED AT HONOLULU, HAWAII, March 6, 2012.



/S/ Leslie E. Kobayashi
Leslie E. Kobayashi
United States District Judge

**USA V. ARTHUR LEE ONG; CR. NO. 09-00398 LEK; ORDER DENYING
DEFENDANT ARTHUR LEE ONG'S MOTION FOR JUDGMENT OF ACQUITTAL**

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

JASON HESTER,	)	CIVIL NO. 14-00413 JMS-RLP
)	
Plaintiff,	)	ORDER GRANTING IN PART AND
	)	DENYING IN PART DEFENDANTS
vs.	)	LEONARD G. HOROWITZ AND SHERRI
	)	KANE'S MOTION TO DISQUALIFY CO-
LEONARD G. HOROWITZ, ET AL.,	)	COUNSEL PAUL J. SULLA, JR. AND
	)	PHILLIP L. CAREY FROM
Defendants.	)	REPRESENTING SHAM PLAINTIFF JASON
	)	HESTER

ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS
LEONARD G. HOROWITZ AND SHERRI KANE'S MOTION TO
DISQUALIFY CO-COUNSEL PAUL J. SULLA, JR. AND PHILLIP L.
CAREY FROM REPRESENTING SHAM PLAINTIFF JASON HESTER

Before the Court is Defendants Leonard G. Horowitz and Sherri Kane's Motion to Disqualify Co-counsel Paul J. Sulla, Jr. and Phillip L. Carey from Representing Sham Plaintiff Jason Hester, filed on November 24, 2014 ("Motion"). See ECF No. 33. Plaintiff filed his Opposition to the Motion on December 8, 2014. ECF No. 36. Defendant Horowitz and Defendant Kane did not file a Reply. The Court found this matter suitable for disposition without a hearing pursuant to Rule 7.2(d) of the Local Rules of Practice for the United States District Court for the District of Hawaii. ECF No. 34. After careful consideration of the submissions of the parties and the relevant legal authority, the Court GRANTS IN PART and DENIES IN PART the Motion.

BACKGROUND

Plaintiff filed his Complaint to Quiet Title and For Summary Possession and Ejectment on August 11, 2014, in the

EXHIBIT 15

Circuit Court of the Third Circuit, State of Hawaii. ECF Nos. 1-7, 25-2. Defendant Horowitz and Defendant Kane removed this action to federal court on September 12, 2014. ECF No. 1.

This action relates to certain real property located at 13-3775 Kalapana Road, Pahoa, Hawaii ("subject property"). According to Plaintiff's Complaint, Defendant The Royal Bloodline of David ("TRBD")¹ acquired title to the subject property from Loren Lee, a.k.a. Cecil L. Lee, in 2004, secured by a note and mortgage in the amount of \$350,000. ECF No. 25-2 ¶ 13. The note and mortgage were signed by Defendant Horowitz individually and as the "overseer" of Defendant TRBD. ECF No. 25-2 at 28, 42. Plaintiff alleges that the term of the note and mortgage expired on January 2009, with an outstanding balance still due and owing to Mr. Lee. Id. ¶ 14. In May 2009, Mr. Lee assigned his interest in the note and mortgage to himself as Overseer of the Office of the Overseer, a Corporate Sole and his Successor Over/For the Popular Assembly of Revitalize, a Hawaii corporate sole ("Overseer of Revitalize"). Id. ¶ 15. Plaintiff alleges that he succeeded Mr. Lee as Overseer of Revitalize when Mr. Lee passed away on June 27, 2009. Id. ¶ 16.

Plaintiff alleges that Defendant TRBD thereafter defaulted in the payments on the note and mortgage and Defendant Horowitz, as "guarantor," also failed to make the delinquent

¹ Default was entered against Defendant TRBD on September 24, 2014. ECF No. 11.

remaining payments under the note and mortgage. Id. ¶ 17. Plaintiff alleges that Notice of Mortgagee's Non-Judicial Foreclosure Under Power of Sale was served on Defendant TRBD and Defendant Horowitz in March 2010. Id. Plaintiff alleges that the foreclosure sale occurred on April 20, 2010, at which time the Overseer of Revitalize executed a quitclaim deed to the highest bidder, also the Overseer of Revitalize. Id. ¶ 18. Plaintiff obtained ownership of the subject property through a quitclaim deed from the Overseer of Revitalize to Plaintiff in June 2011. Id. ¶ 19.

Plaintiff alleges that on June 28, 2012, Defendant TRBD transferred an alleged interest in the subject property to Defendant Horowitz and Defendant Kane through a quitclaim deed. Id. ¶ 20. Plaintiff alleges that Defendant Horowitz and Defendant Kane executed a lease to Defendant Medical Veritas International, Inc.² in 2013 purporting to grant the right to use the subject property. Id. ¶¶ 22-23. Plaintiff alleges that Defendant Horowitz, Defendant Kane, and Defendant Medical Veritas International, Inc. are still occupying the subject property without Plaintiff's consent or permission and continue to unlawfully withhold possession of the subject property against Plaintiff's rights. Id. ¶ 24. Plaintiff alleges that a process server posted written notice to vacate on the subject property,

² Default was entered against Defendant Medical Veritas International, Inc. on September 24, 2014. ECF No. 11.

but Defendants are still in possession of the subject property. Id. ¶ 25. Plaintiff asserts claims for quiet title, tenancy by sufferance, and trespass. Id. ¶¶ 28-36.

For purposes of the present Motion, it is relevant to note that Mr. Sulla recorded the assignment of the note and mortgage from Mr. Lee to Mr. Lee as Overseer of Revitalize in 2009. ECF No. 25-2 at 47. Mr. Sulla also executed the Mortgagee's Affidavit of Foreclosure Under Power of Sale, filed with the State of Hawaii Bureau of Conveyances on May 11, 2010. See ECF No. 25-2 at 19-22. In that affidavit, Mr. Sulla states that he provided the required notices, conducted the foreclosure sale of the subject property to Plaintiff as "Overseer of The Office of Overseer for \$175,00.000," and attests to the fact that at the time of sale the default remained uncured. Id. at 20-21; see also id. at 53 (letter from Mr. Sulla to Defendant Horowitz regarding the foreclosure sale). Mr. Sulla recorded the quitclaim deed in May 2010 following the foreclosure sale between the Overseer of Revitalize to the Overseer of Revitalize. Id. at 74. Finally, Mr. Sulla recorded the quitclaim deed in June 2011 between the Overseer of Revitalize and Plaintiff. Id. at 81.

In their Answer to the Complaint, Defendant Horowitz and Defendant Kane assert several affirmative defenses including that the foreclosure sale was conducted fraudulently and that Plaintiff lacks standing to bring this action. See ECF No. 25-6 at 10-11. In their "First Amended Counter Complaint," Defendant

Horowitz and Defendant Kane assert twenty-nine counterclaims: slander of title, quiet title, unfair and deceptive acts and practices, malicious prosecution in criminal contempt, abuse of process tort, conversion in conspiracy to deprive, tortious interference with consortium, tortious interference with prospective business, breaches of two contracts, breach of duty to protect/negligence, breach of standard of care/malpractice, trespass to chattels, defamation, criminal negligence, gross negligence, intentional infliction of emotional distress, negligent infliction of emotional distress, fraud and/or misrepresentation, comparative negligence, secondary liability and/or vicarious liability, Racketeer Influenced and Corrupt Organization Act violations, mail fraud, treason, sedition, and conspiracy to interfere with civil rights. See ECF No. 10.³

Defendant Horowitz and Defendant Kane allege that Mr. Sulla and others, including Plaintiff, unlawfully foreclosed on the subject property and unlawfully attempted to evict Defendant Horowitz and Defendant Kane. See id. at 14-20. Defendant Horowitz and Defendant Kane allege that they bought the subject

³ Plaintiff filed a motion to dismiss the counterclaims on October 21, 2014. See ECF No. 17. Defendant Horowitz and Defendant Kane filed an opposition to that motion on November 12, 2014. ECF No. 30. The motion to dismiss the counterclaims is pending before United States District Judge J. Michael Seabright, who ordered that the court would not address the motion to dismiss the counterclaims until after the present Motion to Disqualify is decided. See ECF No. 37.

property in 2003 from Mr. Lee. Id. at 16. Defendant Horowitz and Defendant Kane allege that Defendant Horowitz was involved in state court litigation with Mr. Lee from 2005 to 2008 regarding the subject property, and that Defendant Horowitz was ordered by the state court to make a final mortgage payment to Mr. Lee. Id. at 16-17. Defendant Horowitz and Defendant Kane allege that Defendant Horowitz made that final mortgage payment to Mr. Lee, but Mr. Lee and Mr. Sulla repeatedly refused to release the mortgage. Id. at 17.

Defendant Horowitz and Defendant Kane allege that Mr. Sulla "schemed" with Mr. Lee to establish a "sham church" and transferred the mortgage for the subject property, which they allege was paid off, to that church in 2009. Id. at 17. Defendant Horowitz and Defendant Kane allege that Mr. Sulla then conducted an illegal nonjudicial foreclosure sale of the subject property in 2010. Id. at 18-19. Defendant Horowitz and Defendant Kane allege that Mr. Sulla then brought two improper ejectment actions against them in state court. Id. at 30.

Defendant Horowitz and Defendant Kane allege that Mr. Sulla issued Plaintiff a \$50,000 mortgage encumbering the subject property on June 9, 2011, with "Paul J. Sulla Jr. AAL, A Law Corporation," as the lender. Id. at 20; ECF No. 10-30. Defendant Horowitz and Defendant Kane allege that Mr. Sulla was responsible for many of the documents related to the subject

property, including the assignment of Defendants' mortgage to the "sham church" and the quitclaim deeds issued and filed in 2010 and 2011. Id. at 17-19. Defendant Horowitz and Defendant Kane also allege that Mr. Sulla conspired with others, including Plaintiff, to engage in assault, extortion, defamation, trespass, forgery, and theft against Defendant Horowitz and Defendant Kane. Id. at 21-23. Defendant Horowitz and Defendant Kane state in their First Amended Counter Complaint that Mr. Sulla "will be a necessary witness at trial." ECF No. 10 at 13.

In the present Motion, Defendant Horowitz and Defendant Kane ask the Court to disqualify Mr. Sulla and Mr. Carey from representing Plaintiff in this action. ECF No. 33.

DISCUSSION

Motions for disqualification of counsel are subject to strict judicial scrutiny because of the potential for abuse. Optyl Eyewear Fashion Int'l Corp. v. Style Cos., 760 F.2d 1045, 1050 (9th Cir. 1985). Therefore, the party seeking disqualification "carries a heavy burden and must satisfy a high standard of proof." White v. Time Warner Cable, Civ. No. 12-00406 JMS-BMK, 2013 WL 772848, at *1 (D. Haw. Feb. 27, 2013) (citation omitted). A motion for disqualification must be supported by substantial evidence and should not be decided on the basis of general and conclusory allegations. Id.

As an initial matter, the Court DENIES Defendant Horowitz and Defendant Kane's request to disqualify Mr. Carey from representing Plaintiff. See ECF No. 33. Mr. Carey has not entered an appearance as an attorney of record for Plaintiff in this action. To the extent Defendant Horowitz and Defendant Kane are asking the Court to prohibit Mr. Carey from entering an appearance in the future, such request is DENIED.

Regarding Mr. Sulla, Defendant Horowitz and Defendant Kane argue that Mr. Sulla should be disqualified on three bases: 1) because there is a conflict of interest; 2) because he engaged in criminal and fraudulent acts; and 3) because he is a necessary witness at trial. See ECF No. 33.

First, the Court rejects Defendant Horowitz and Defendant Kane's arguments regarding conflict of interest. Although not entirely clear from the Motion, it appears that Defendant Horowitz and Defendant Kane contend that Mr. Sulla should be prohibited from representing Plaintiff in this action because he represented Plaintiff in other state court actions related to the subject property. See ECF No. 33 at 11-12. Hawaii Rule of Professional Conduct 1.7 addresses conflicts of interest arising from representing clients with opposing interests. Haw. R. Prof. Cond. 1.7. There is no indication that Mr. Sulla is attempting to represent another client with opposing interests. To the extent Defendant Horowitz and Defendant Kane

are arguing that Mr. Sulla should be disqualified because it appears that he hold a financial interest in the subject property, see ECF No. 33-4, such a business transaction with a client is governed by Hawaii Rule of Professional Conduct 1.8(a) and is permissible so long as certain procedures were followed between Mr. Sulla and Plaintiff. See Haw. R. Prof. Cond. 1.8(a).

Second, Defendant Horowitz and Defendant Kane have failed to demonstrate that disqualification is appropriate based on Mr. Sulla's alleged criminal and fraudulent activity. Although Defendant Horowitz and Defendant Kane have made allegations regarding Mr. Sulla's conduct, such allegations are insufficient to satisfy the substantial evidence standard applicable to requests for disqualification. There has been no finding by any court that Mr. Sulla has acted inappropriately or illegally related to the foreclosure of the subject property.

Third, Defendant Horowitz and Defendant Kane argue that Mr. Sulla is a necessary witness at trial. ECF No. 33 at 7-8. Hawaii Rules of Professional Conduct Rule 3.7 provides:

(a) A lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary witness except where:

(1) the testimony relates to an uncontested issue;

(2) the testimony relates to the nature and value of legal services rendered in the case;
or

(3) disqualification of the lawyer would work substantial hardship on the client.

Haw. R. Prof. Cond. 3.7. Rule 3.7(a) prohibits lawyers from acting as both advocate and witness because "[i]t may not be clear whether a statement by an advocate-witness should be taken as proof or as an analysis of the proof." Haw. R. Prof. Cond. 3.7, cmt. 2. Additionally, the comments to Rule 3.7 state that "a balancing is required between the interests of the client and those of the opposing party." Haw. R. Prof. Cond. 3.7, cmt. 4. In balancing these interests, the Court may consider "the nature of the case, the importance [] of the lawyer's testimony, and the probability that the lawyer's testimony will conflict with that of other witnesses." Id.

Defendant Horowitz and Defendant Kane contend that Mr. Sulla will be a necessary witness regarding "a) [the] securities instruments; b) [his] administration of his 'religious' racketeering enterprise; c) his conflicting interests in acquiring the Property; d) his commission of the illegal non-judicial foreclosure; e) prima facie crime featuring fraudulent transfers of the Mortgage and Promissory Notes; f) slandering Title; g) subsequently issuing [Plaintiff] an illegal mortgage 'loan' contract [] evidencing [Mr.] Sulla's concealed surety; h) malpractices in the Third Circuit Court as a concealed collection agent for extorting [Defendant Horowitz] to pay false debt without leave of the courts; and i) his and [Plaintiff's]

malicious and extortionate prosecutions damaging the Defendants." ECF No. 33 at 8.

Based on the pleadings in this case and the arguments made by the parties, the Court finds that Mr. Sulla will likely be a necessary witness in this case. In proving Plaintiff's quiet title claim against Defendants, Plaintiff will have to demonstrate that he is the rightful owner of the subject property. Defendant Horowitz and Defendant Kane assert that they have rightful title because Defendant Horowitz satisfied the note and mortgage to Mr. Lee. As noted above, Mr. Sulla executed the Mortgagee's Affidavit of Foreclosure Under Power of Sale, which includes Mr. Sulla attesting to the fact that at the time of foreclosure sale the default remained uncured. Mr. Sulla's testimony is likely to conflict with the testimony of Defendants' witnesses. As noted above, Mr. Lee passed away in 2009, so it is unlikely that there is other evidence available regarding the payment of the note. The Court rejects Plaintiff's argument that Mr. Sulla's testimony on these subjects falls under the exception listed in Rule 3.7(a)(2). See ECF No. 36 at 6. Testimony regarding whether Defendants' mortgage on the subject property was in default does not relate to the "nature and value of legal services" rendered in this case. See Haw. R. Prof. Cond. 3.7(a)(2).

In addition to finding that Mr. Sulla is a necessary witness regarding Plaintiff's quiet title claim, the Court also

finds that Mr. Sulla is a necessary witness regarding several of Defendant Horowitz and Defendant Kane's counterclaims. Plaintiff did not address the substance of the counterclaims in his Opposition. See ECF No. 36 at 3. Although the counterclaims are subject to a pending motion to dismiss, they have not been dismissed from this case to date. Defendant Horowitz and Defendant Kane's counterclaims raise several disputed material issues related to the assignment of Defendant Horowitz's mortgage from Mr. Lee to the Overseer of Revitalize and the transfer of the subject property to Plaintiff. Additionally, Defendant Horowitz and Defendant Kane allege that Plaintiff conspired with Mr. Sulla and others to engage in assault, extortion, defamation, trespass, forgery, and theft against them. Mr. Sulla would be a necessary witness to testify regarding the substance of these claims and his testimony is likely to conflict with the testimony of Defendants' witnesses on these claims.

Defendant Horowitz and Defendant Kane may be prejudiced if Mr. Sulla is permitted to remain as counsel for Plaintiff because Mr. Sulla's status as counsel and as witness may unduly complicate discovery and his dual role may create an improper inference that his testimony is more credible than that of Defendants' witnesses. Plaintiff argues that disqualification of Mr. Sulla would create substantial hardship for Plaintiff because Plaintiff would be unable to afford new counsel and would be unable to represent himself adequately if he proceeded pro se.

ECF No. 36 at 6-7. Although the Court is sympathetic to the fact that Plaintiff may have difficulty securing new counsel, the Court finds that the potential prejudice to Plaintiff does not outweigh the prejudice to Defendants. This case is in its early stages, giving Plaintiff ample time to find substitute counsel or choose to proceed pro se. Defendant Horowitz and Defendant Kane's request to disqualify Mr. Sulla is GRANTED.

CONCLUSION

In accordance with the foregoing, the Court GRANTS IN PART AND DENIES IN PART Defendants Leonard G. Horowitz and Sherri Kane's Motion to Disqualify Co-counsel Paul J. Sulla, Jr. and Phillip L. Carey from Representing Sham Plaintiff Jason Hester. Defendants' request to disqualify Phillip L. Carey is DENIED. Defendants' request to disqualify Paul J. Sulla, Jr. is GRANTED.

IT IS SO ORDERED.

DATED AT HONOLULU, HAWAII, JANUARY 5, 2015.



A handwritten signature in black ink, appearing to read "Richard L. Puglisi".

Richard L. Puglisi
United States Magistrate Judge

HESTER V. HOROWITZ, ET AL.; CIVIL NO. 14-00413 JMS-RLP; ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS LEONARD G. HOROWITZ AND SHERRI KANE'S MOTION TO DISQUALIFY CO-COUNSEL PAUL J. SULLA, JR. AND PHILLIP L. CAREY FROM REPRESENTING SHAM PLAINTIFF JASON HESTER

Orders on Motions1:14-cv-00413-JMS-RLP Hester v. Horowitz et al**U.S. District Court****District of Hawaii****Notice of Electronic Filing**

The following transaction was entered on 1/5/2015 at 5:48 PM HST and filed on 1/5/2015

Case Name: Hester v. Horowitz et al**Case Number:** 1:14-cv-00413-JMS-RLP**Filer:****Document Number:** 46**Docket Text:**

ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS LEONARD G. HOROWITZ AND SHERRI KANE'S MOTION TO DISQUALIFY CO-COUNSEL PAUL J. SULLA, JR. AND PHILLIP L. CAREY FROM REPRESENTING SHAM PLAINTIFF JASON HESTER re: [33].

Signed by JUDGE RICHARD L. PUGLISI on 1/5/2015.

"Defendants' request to disqualify Phillip L. Carey is DENIED. Defendants' request to disqualify Paul J. Sulla, Jr. is GRANTED."

(afc)

CERTIFICATE OF SERVICE

Participants registered to receive electronic notifications received this document electronically at the e-mail address listed on the Notice of Electronic Filing (NEF). Participants not registered to receive electronic notifications will be served by first class mail on January 6, 2014.

1:14-cv-00413-JMS-RLP Notice has been electronically mailed to:

Paul J. Sulla, Jr psulla@aloha.net

1:14-cv-00413-JMS-RLP Notice will not be electronically mailed to:

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

Sherri Kane
P.O. Box 75104
Honolulu, HI 96836

The following document(s) are associated with this transaction:

Document description:Main Document

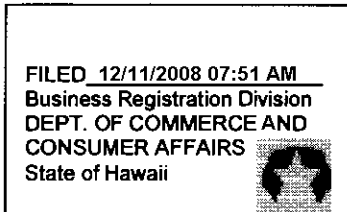
Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1095854936 [Date=1/5/2015] [FileNumber=1837798-0]
[bf9b64ac6cda15dd2ac085036bf692cf891f56578baa42977e86f5ebc4761688e8f9
4b5cb65a8f4094aa8fb6803c7f58fb68689bc17c0d33ca849979e67216e6]]

Exhibits pg. 117

Nonrefundable Filing Fee \$25.00



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



12/12/200820001

ARTICLES OF INCORPORATION
(Section 414D-32 Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

The name of the corporation shall be:

HAWAIIAN SANCTUARY, INC.

II

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

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

III

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

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

Paul J. Sulla

(Name of Registered Agent)

Hawaii

(State or Country)

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

2061 Kalaniana'ole Avenue

Hilo, Hawaii 96720

EXHIBIT 16

Exhibits pg. 118

12/12/200820001

IV

The name and address of each incorporator is:

NameAddressPaul J. SullaPO Box 5258 Hilo, HI 96720

V

Please check one:

☐

The corporation has members.

☒

The corporation has no members.

VI

The corporation is nonprofit in nature and shall not authorize or issue shares of stock. No dividends shall be paid and no part of the income or profit of the corporation shall be distributed to its members, directors, or officers, except for services actually rendered to the corporation, and except upon liquidation of its property in case of corporate dissolution.

VII

see attached continuation pages 3 and 4

The undersigned certifies under the penalties of Section 414D-12, Hawaii Revised Statutes, that the undersigned has read the above statements, that I/we are authorized to sign this Articles of Incorporation, and that the above statements are true and correct.

Signed this

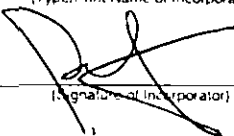
10th

day of

December2008Paul J. Sulla

(Type/Print Name of Incorporator)

(Type/Print Name of Incorporator)



(Signature of Incorporator)

(Signature of Incorporator)

SEE INSTRUCTIONS PAGE. The articles must be signed by at least one individual (incorporator).

VII

CORPORATION EXEMPT PURPOSES

This corporation is organized exclusively for religious, charitable, and educational purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Hawaiian Sanctuary is an agrarian, spiritual & healing arts community integrating the practice of non violent communication and healthy life choices

1. **Our religious practice and creed is philosophically & spiritually aligned with:**
 - a. Gandhi who taught non-violent methods to change the world;
 - b. the Essenes, a spiritual community of pacifist individuals focused on health & healing;
 - c. Jesus Christ who taught love and honored women equally with men;
 - d. brotherhood, sisterhood & the expansion of love, harmony & beauty
2. **Our non-denominational religious organization provides:**
 - a. sanctuary to guests who come seeking guidance, counseling & understanding;
 - b. classes in non-violent communication and mediation;
 - c. role modeling non-violent values and compassionate practices;
 - d. practice at being living models of the spiritual & healing consciousness taught;
3. **We practice daily mind, body & spiritual healing practices:**
 - a. help us live in harmony with the laws of nature, inside & outside ourselves;
 - b. regain a healthy life-style including dietary choices of eating organic raw food;
 - c. eat what we grow on our farm with an emphasis on raw, uncooked foods;
 - d. maintain internal cleansing practices to promote a healthy immune system;
 - e. regular cleansing and fasting practices that promote wellness & rejuvenation;
 - f. yoga classes to promote a flexible integrated mind- body;
 - g. physical fitness exercise programs for muscle strength;
4. **We promote hands-on agriculture classes consistent with the principles of permaculture:**
 - a. Teaching sustainable organic farming;
 - i. the use of natural fertilizer;
 - ii. toxin-free pesticide control;
 - b. ways to preserve our natural resources;
 - c. use of alternative energy sources.

VIII

EXEMPTION REQUIREMENTS

At all times the following shall operate as conditions restricting the operations and activities of the corporation:

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.
2. No substantial part of the activities of the corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Notwithstanding any other provisions of this document, the organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future tax code, or by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future tax code.

IX

PERSONAL LIABILITY

No member, officer, or director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the members, officers, or directors be subject to the payment of the debts or obligations of this corporation.

X

DURATION/DISSOLUTION

The duration of the corporate existence shall be perpetual until dissolution. Upon the dissolution of the organization, assets of the corporation shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

Non-refundable Filing Fee: \$25.00

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



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



ARTICLES OF INCORPORATION

(Section 414D-32 Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

Paul J. Sulla

Hawaii

(Name of Registered Agent)

(State or Country)

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

2061 Kalanianaʻole Avenue

Hilo, Hawaii 96720



Steve Lund - Owner of Hawaiian



**Exhibit 1. Findings of Fact, Conclusions of Law, and
Order Denying Decree of Foreclosure Against All
Defendants, April 2, 2008, Ruling by JUDGE RONALD
IBARRA.**

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 trial¹ 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

EXHIBIT 17

¹ 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.

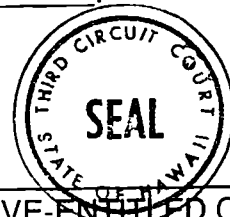
IT IS FURTHER ORDERED that the appropriate equitable remedy in this matter is that Defendants Leonard George Horowitz and Jacqueline Lindenbach Horowitz, individually and as representatives of the Royal Bloodline of David shall obtain insurance within thirty (30) days of this Order. In the event Defendants 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

2016 MAR 14 PM 3: 36

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

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

Attorney for:
 Defendants/Counterclaimants
 Leonard G. Horowitz and
 the Royal Bloodline of David

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

JASON HESTER,
 Plaintiff-Counter-claimant -Appellees,
 v.

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

) CIV. NO. 14-1-0304
) (quiet title)
)
)
)
) NOTICE OF SUBMISSION:
) OF NOTICE OF APPEAL
) (CAAP 16-0000163) TO THE
) INTERMEDIATE COURT OF
) APPEALS, AND RELATED
) DOCUMENTS: EXHIBIT A
) CIVIL APPEAL DOCKETING
) STATEMENT,
) CERTIFICATE OF SERVICE
)
)
) Judge: Hon. Melvin Fujino
)

NOTICE OF SUBMISSION TO THE CIRCUIT COURT

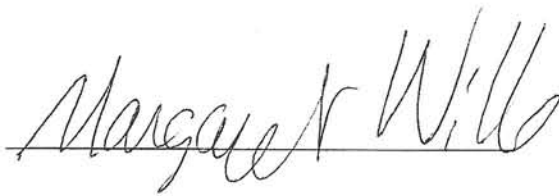
YOU ARE HEREBY NOTIFIED that Defendants Leonard Horowitz and
 Royal Bloodline of David, and Sherri Kane have filed an appeal in the above

EXHIBIT 18

Exhibits pg. 129

referenced case (CAAP 16-0000163). A copy of the Notice of Appeal with Exhibit A, the Civil Appeal Docket Statement, and Certificate of Service is attached.

DATED: Waimea, Hawaii, 96743 MARCH 14, 2016

A handwritten signature in cursive script, reading "Margaret Wille", written over a horizontal line.

Margaret Wille, Attorney for Defendants

HESTER v. HOROWITZ ET AL, Civ. CIV. NO. 14-1-0304, *Notice of Submission*

Margaret (Dunham) Wille #8522

Attorney at Law
65-1316 Lihipali Road
Kamuela, Hawai'i 96743
Tel: 808-854-6931
margaretwille@mac.com

Attorney for:
Defendants/Counterclaimants
Leonard G. Horowitz and
the Royal Bloodline of David

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000163
22-MAR-2016
03:29 PM

INTERMEDIATE COURT OF APPEAL STATE OF HAWAI'I
ICA NO. CAAP-16-0000163

JASON HESTER
Plaintiff-Counterdefendant -Appellee
v.

LEONARD G. HOROWITZ; SHERRI
KANE, THE ROYAL BLOODLINE OF
DAVID, et. al.,
Defendants-Counterclaimants -Appellants

)
)
)
) CIRCUIT COURT:
) CIV. NO. 05-1-0304
) (quiet title)
)
)
) NOTICE OF POINTS OF ERROR
) THAT APPELLANTS INTEND
) TO PRESENT ON APPEAL
) PURSUANT TO HRAP 10(b)(4)

NOTICE OF POINTS OF ERROR THAT APPELLANTS INTEND
TO PRESENT ON APPEAL PURSUANT TO HRAP 10(b)(4)

NOW COMES APPELLANTS, LEONARD G. HOROWITZ, SHERRI KANE, and
THE ROYAL BLOODLINE OF DAVID (RBOD), by and through their attorney MARGARET
WILLE and pursuant to Hawai'i Rules of Appellate Procedure, Rule 10(b)(4) files this Notice of
Points of Error.

EXHIBIT 19

Appellants intend to present the following points of error on appeal:


1. Whether the lower court erred in refusing to stay the instant case pending the outcome in the prior filed – still pending - action, Civ. No. 05-1-0196, now under appeal as CAAP 16-1-163, despite foreclosure having been denied in that earlier filed case, and despite the same property and series of transactions, and same parties or their privies, being involved.
2. Whether the lower court erred in refusing to vacate the default judgment of corporate defendant RBOD, represented by sole member Leonard Horowitz -who was also a signatory on the related Promissory Note, even after an attorney was engaged and represented RBOD following the Court's order that only an attorney could represent the corporate entity RBOD.
3. Whether the lower court erred in refusing to grant standing to Defendants Horowitz and Kane, as successors in interest to RBOD independent of the standing of RBOD, by reason of RBOD having transferred its interest in the subject property to Horowitz and Kane prior to the dissolution of RBOD.
4. Whether the lower court erred in denying Defendants' first motion to amend its original answer, despite no responsive pleading having been filed prior to that date.
5. Whether Plaintiff Jason Hester has standing to "stand in the shoes" of the original mortgagee Cecil Loran Lee (now deceased), despite that at the time of the Motion for Substitution in the original foreclosure case, Civ. 05-1-0196, Plaintiff Hester gave the court false information concerning his relationship to Lee, relied upon altered documents relating to the transfer of the mortgage assignment from Lee to Hester, and given that Hester has never been required to testify and has never even submitted any affidavit concerning his relationship with original mortgagee Lee or concerning the altered documents upon which he relied to assert his right to pursue Lee's mortgage, or to assert his standing as "holder-in-due-course" of the claimed (arguably "colored") title.

6. Whether, in addition to the above reasons, whether the lower court erred in granting summary judgment in light of:

a) The inadequacy of the non-judicial foreclosure process including Plaintiff Hester's failure to comply with the applicable notice requirements in Hawai'i Revised Statute §667-5;

b) the lower court's failure to consider Defendants' substantial counterclaims, including for misrepresentation and fraud, and possible related violations of HRS §651C (fraudulent transfer law) and or HRS § 480-2 (prohibits deceptive acts in the conduct of any trade or business).

Dated: Waimea Hawai'i 96743: March 22, 2016

Signed: 

MARGARET (DUNHAM) WILLE

Attorney for Defendants

LEONARD G. HOROWITZ, SHERRI KANE and
THE ROYAL BLOODLINE OF DAVID

Hester v. Horowitz et. al., ICA No. CAAP-16-0000163, *NOTICE OF POINTS OF ERROR THAT APPELLANTS INTEND TO PRESENT ON APPEAL PURSUANT TO HRAP 10(b)(4)*

Margaret (Dunham) Wille #8522

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

Attorney for:
Defendants/Counterclaimants
Leonard G. Horowitz, Sherri Kane
and the Royal Bloodline of David

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000163
18-MAR-2016
02:39 PM

L. CHINEH

2016 MAR 18 PM 12:44

FILED
CIRCUIT COURT OF
THE THIRD CIRCUIT
STATE OF HAWAII

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

JASON HESTER
Plaintiff-Counter-claimant -Appellee,
v.

LEONARD G. HOROWITZ, et. al.
Defendants-Counterclaimants -
Appellants

)
)
)
) CIRCUIT COURT:
) CIV. NO. 14-1-0304
) [ICA NO. CAAP-16-0000163]
)
)
) REQUEST TO TRIAL JUDGE
) FOR FINDINGS OF FACT AND
) CONCLUSIONS OF LAW
) TO BE PREPARED [HRAP RULE 12.1],
) EXHIBIT A,
) CERTIFICATE OF SERVICE

**TO: CIRCUIT COURT OF THE THIRD CIRCUIT
(KONA DIVISION)
HONORABLE JUDGE RONALD IBARRA
AND HONORABLE JUDGE MELVIN FUJINO**

REQUEST TO TRIAL JUDGE FOR FINDINGS OF FACT AND
CONCLUSIONS OF LAW TO BE PREPARED [HRAP RULE 12.1]

EXHIBIT 20

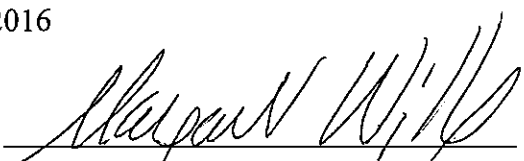
COMES NOW DEFENDANTS LEONARD G. HOROWITZ and THE ROYAL BLOODLINE OF DAVID (RBOD), by and through their attorney MARGARET WILLE, and pursuant to Hawaii Rule of Appellate Procedure (HRAP), Rule 10(f) "Request for Findings of Fact and Conclusions of Law" and requests an entry of findings of fact and conclusions of law in the above referenced case. HRAP Rule 10(f) provides as follows:

In all actions where the court appealed from is not required to enter findings of fact and conclusions of law prior to the entry of an order, judgment, or decree, but is required to do so once a notice of appeal is filed, the appellant shall, no later than 10 days after filing the notice of appeal, file in the court appealed from a request for entry of findings of fact and conclusions of law, naming the judge who tried the action and entered the order, judgment, or decree being appealed. The appellant shall attach a filed copy of the notice of appeal to the request. The named judge shall enter the requested findings of fact and conclusions of law within 28 days after the request has been filed. To aid the court, the court may order the parties or either of them to submit proposed findings of fact and conclusions of law after the filing of the request.

Appellants therefore pursuant to the requirements of HRAP 10(f), now files this request that the Trial Judge(s) Ronald Ibarra/Melvin Fujino prepare for the appellate court "Findings of Fact and Conclusions of Law". Pursuant to HRAP 10(f) a copy of the Notice of Appeal is attached.

Dated: Waimea Hawaii: March 18, 2016

Signed: _____


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

Hester v. Horowitz et. al., CIV 14-1-0304 ICA No. CAAP-15-0000163, *Request to Trial Court for Finding of Fact Conclusions of Law*

FILED

cc: S. Whittaker, Esq. S. Kane
M. Wille, Esq. L. Horowitz

2015 DEC 30 PM 4:26

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

JASON HESTER,) Civil NO. 14-1-304
)
Plaintiff,) FINAL JUDGMENT
)
vs.) Judge Ronald Ibarra, Division 4
)
LEONARD G. HOROWITZ, ET AL.,)
)
Defendants.)
)
_____)

FINAL JUDGMENT

Pursuant to the (1) *Entry of Default Against Defendants Medical Veritas International, Inc. and the Royal Bloodline of David* filed on September 17, 2014; (2) *Order Granting Plaintiff's Motion to Dismiss Counterclaims*, filed March 27, 2015, and (3) *Order Granting in Part and Denying in Part Plaintiff's Motion for Summary Judgment*, filed August 28, 2015, final judgment pursuant to Rule 58, Hawai'i Rules of Civil Procedure is hereby entered as follows:

1) On Plaintiff Jason Hester's Complaint filed August 11, 2014

- a. As to Count I, Quiet Title, judgment is entered in favor of Plaintiff Jason Hester pursuant to H.R.S. Section 669-1, et seq. and against the Defendants Medical Veritas International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz; and Sherri Kane;
- b. As to Count II, Tenants at Sufferance, judgment is entered in favor of Plaintiff Jason Hester and against Defendants Medical Veritas

Exhibit 21

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

Exhibits pg. 136

Clerk, Third Circuit Court, State of Hawaii

International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz;
and Sherri Kane;

- c. As to Count III, Trespass, pursuant to Rule 41, Hawai'i Rules of Civil Procedure and the Order Granting Plaintiff Jason Hester's Motion for Voluntary Dismissal of Trespass Claim, filed August 28, 2015, this claim is dismissed;
- d. As to Plaintiff's request that Judgment for Possession be entered giving Plaintiff exclusive possession of the Property, judgment is entered in favor of Plaintiff Jason Hester and a Writ of Ejectment shall issue against Defendants Medical Veritas International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz; and Sherri Kane pursuant to H.R.S. Section 667-33(b)(4);

2) On Defendants Leonard Horowitz and Sherri Kane's Counterclaim filed August 21, 2014 as to all claims including:

Count I, Slander of Title;

Count II, Quiet Title;

Count III, Unfair and Deceptive Acts and Practices;

Count IV, Malicious Prosecution in Criminal Contempt;

Count V, Abuse of Process Tort;

Count VI, Tort of Conversion/Theft in Conspiracy to Deprive Citizens' Rights and Properties;

Count VII, Tortious Interference with Consortium;

Count VIII, Tortious Interference with Prospective Business (Economic) Advantage;
Count IX, Breaches of Two Contracts;
Count X, Breach of Duty to Protect/Negligence/"Duty-Public Duty Doctrine" and/or
"Failure to Enforce" Laws Including HRS §480-2 HRS §480D-3(2)(3)(6)(8)(11) and HRS
§480D-4(a)(b);
Count XI, Breach of Standard of Care/Malpractice;
Count XII, Trespass to Chattels;
Count XIII, Defamation;
Count XIV, Criminal Negligence;
Count XV, Gross Negligence;
Count XVI, Intentional Infliction of Emotional Distress;
Count XVII, Negligent Infliction of Emotional Distress;
Count XVIII, Fraud and/or Misrepresentation;
Count XIX, Comparative Negligence, Secondary Liability and/or Vicarious Liability; and
Count XX, Civil RICO,

these claims are dismissed pursuant to the Order Granting Plaintiff's Motion to Dismiss
Counterclaims, filed on March 27, 2015.

Any remaining claims or counterclaims not specifically addressed herein are dismissed
with prejudice. This Final Judgment resolves all claims as to all parties in this action.

DATED: Kealahou, Hawaii, DEC 29 2015.

RONALD IBARRA (SEAL)

JUDGE OF THE ABOVE-ENTITLED COURT

FILED

cc: S. Whittaker, Esq. S. Kane
M. Wille, Esq. L. Horowitz

2015 DEC 30 PM 4:27

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

JASON HESTER,	)	Civil NO. 14-1-304
)	
Plaintiff,	)	NOTICE OF ENTRY OF JUDGMENT
)	
vs.	)	Judge Ronald Ibarra, Division 4
)	
LEONARD G. HOROWITZ, ET AL.,)	
)	
Defendants.)	
)	
_____)	

NOTICE OF ENTRY OF JUDGMENT

In accordance with the Hawai'i Rules of Civil Procedure, Rule 77(d), please note that the FINAL JUDGMENT has been entered in this case.

DATED: Kealahou, Hawaii, DEC 30 2015.

FRANCINE VICTOR (SEAL)

CLERK OF THE ABOVE-ENTITLED COURT

4007
QUITCLAIM DEED



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

July 11, 2012 1:00 PM

Doc No(s) A-45750676



1 2 / 2
B-32091676

CGG

/s/ NICKI ANN THOMPSON
REGISTRAR

Conveyance Tax: \$0.00

4
FILED FOR RECORD AT REQUEST OF Leonard G. Horowitz
WHEN RECORDED RETURN TO:
Leonard G. Horowitz
13-3775 Kalapana Highway
Pahoa, HI 96778

THE GRANTOR, THE ROYAL BLOODLINE OF DAVID, a Washington State Corporation Sole (non-profit ministry), represented by the "Body Corporate," Leonard G. Horowitz, Presiding Patriarch and Overseer for THE ROYAL BLOODLINE OF DAVID; for and in consideration of One Dollar, Love and faith, conveys and Quitclaims to the GRANTEEES, Leonard G. Horowitz and Sherri Kane, residents at 13-3775 Kalapana Highway, Pahoa, HI 96778, the following described real estate, situated at 13-3775 Kalapana Highway, Pahoa, HI 96778, in the County of Hawaii, State of Hawaii, together with all after acquired title of the Grantor(s) therein (as per): Tax Parcel Numbers: 1-3-1-43 and 1-3-1-49, Island and County of Hawaii, Area Assessed: 1.320 acres and 16.550 acres, respectively, more or less. (As per Warranty Deed filed 1-23-04, between LORAN LEE Grantor and THE ROYAL BLOODLINE OF DAVID, Grantee, Exhibit A.)

DATED: June 28, 2012
THE ROYAL BLOODLINE OF DAVID
By: Leonard G. Horowitz, Overseer

The Royal Bloodline of David
By Leonard G. Horowitz, Overseer
Grantor, THE ROYAL BLOODLINE OF DAVID
By: Leonard G. Horowitz, Overseer

DATED: June 28, 2012
Leonard G. Horowitz and Sherri Kane

Leonard G. Horowitz
Sherri Kane
Grantees, Leonard G. Horowitz and Sherri Kane

State of Hawaii }
City and County of Honolulu } ss
}

On this day personally appeared before me Leonard G. Horowitz, the body corporate and Presiding Patriarch of THE ROYAL BLOODLINE OF DAVID, a non-profit corporation sole, Grantor(s), and Sherri Kane, Co-Grantee with the person of Leonard G. Horowitz, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 2012.

Joanne M.L. Chun
NOTARY PUBLIC in and for the State of Hawaii
Residing at Honolulu, Hawaii
My commission expires 05-09-2016
Joanne M.L. Chun

Doc. Date: 6-28-12 # Pages: 11
Joanne M.L. Chun First Circuit
Doc. Description: Quitclaim Deed
Tax Parcel # 1-3-1-43 7
1-3-1-49 Exhibits pg. 140
Joanne M.L. Chun 7-9-12
Notary Signature Date
NOTARY CERTIFICATION

11
Exhibit 22

EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. E. Elderts

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

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHIAHULU" 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. B. 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 _____, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. _____.

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.



Corporations and Charities Division

[Corporations Home](#)[Nonprofit Home](#)[Charities Home](#)[Awards](#)[Public Notices](#)[Contact](#)

Corporation Detail

Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy or timeliness of any information in the Public Access System and shall not be liable for any inaccuracy, reliability, or timeliness of such information. While every effort is made to ensure the accuracy of the information, portions may be incorrect or not current. Any person or entity who relies on information obtained from the Public Access System does so at her own risk.

All documents filed with the Corporations Division are considered public record.

THE ROYAL BLOODLINE OF DAVID

UBI Number	602158775
Category	SOL
Profit/Nonprofit	Nonprofit
Active/Inactive	Inactive
State Of Incorporation	WA
WA Filing Date	10/31/2001
Expiration Date	10/31/2012
Inactive Date	09/17/2012
Duration	Perpetual
Registered Agent Information	
Agent Name	
Address	
City	
State	

EXHIBIT 23.

ZIP	
Special Address Information	
Address	LOENARD HOROWITZ
City	NEWPORT
State	WA
Zip	99156

[« Return to Search List](#)

Phone Numbers | Privacy Policy | Accessibility | Mobile
Washington Secretary of State · Corporations Division
801 Capitol Way South
PO Box 40234, Olympia WA 98504-0234
(360) 725-0377

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

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

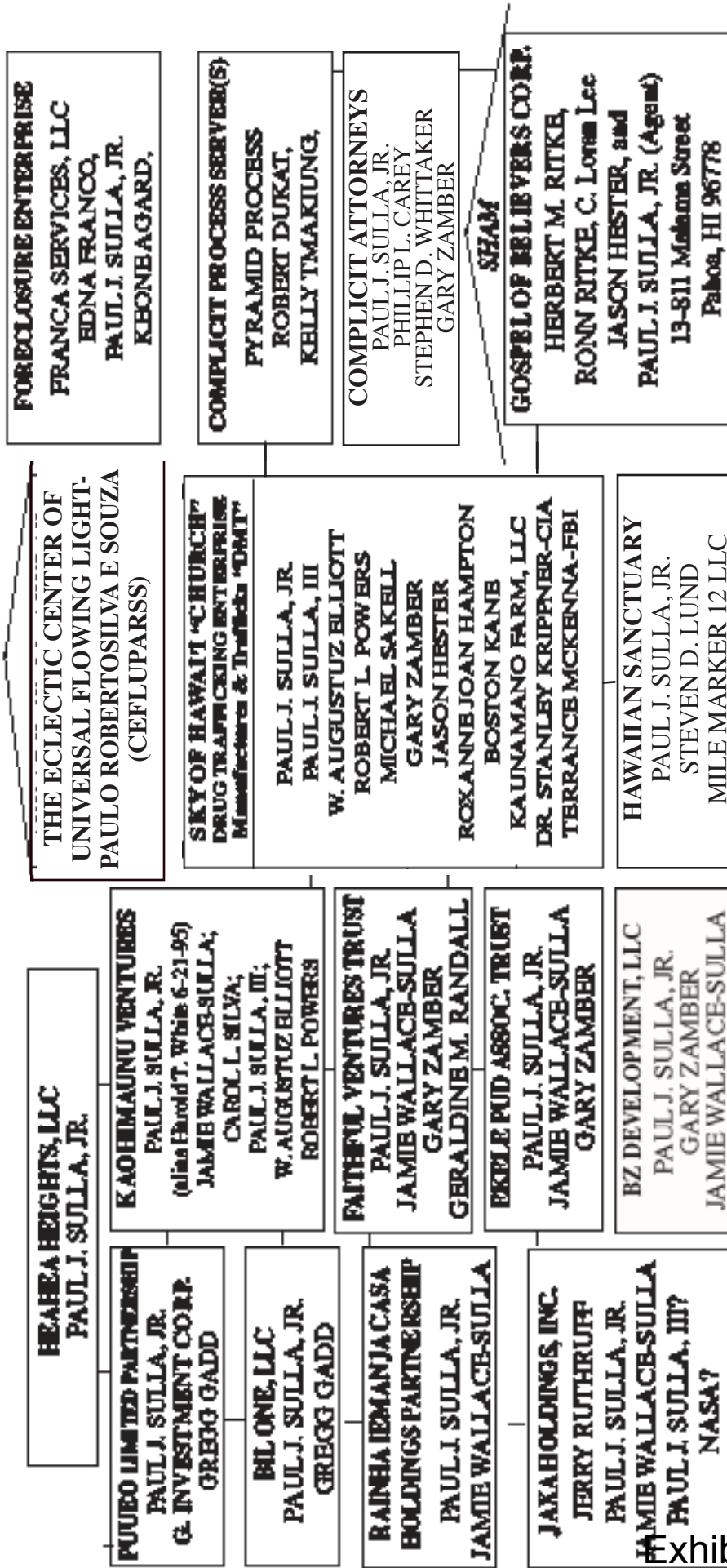


EXHIBIT 24.



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.

Exhibits pg. 146

More Minutes
Text

Next Court
Date

Court Minutes
List

Case Info.

EXHIBIT 25.

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

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

EXHIBIT 26.

MEDICAL VERITAS INTERNATIONAL INC
1778 ALA MOANA BLVD SUITE 4005
HONOLULU HI 96815

1168

59-102/1213
17

808 965 2112

4.4.13

Date:

Pay to the
Order of

Director of Finance \$100.00
One hundred + xx/xx - Dollars

h Bank of Hawaii

ALA MOANA BRANCH
HONOLULU, HAWAII 96814

AS
GOODWILL PAYMENT TO MITIGATE
DAMAGES FROM TAX FRAUD, EXTORTION
AND SECURITIES FRAUD OF PAUL J. SULLA JR.
PURSUANT TO BUREAU OF CONVEYANCES DOC NO 2011-093773
1:121301028: 0007 556535 1:168 PG 4 PARAGRAPH 3
FORECLOSURE CLAUSE/JASON HESTER - SLANDER OF TITLE
To Reorder Call 1-800-355-8123

Harland Clarke

MEDICAL VERITAS INTERNATIONAL INC
1778 ALA MOANA BLVD SUITE 4005
HONOLULU HI 96815

1170

59-102/1213
17

808 965 2112

4.4.13

Date:

Pay to the
Order of

Director of Finance \$100.00
One hundred + xx/xx - Dollars

h Bank of Hawaii


ALA MOANA BRANCH
HONOLULU, HAWAII 96814

AS
GOODWILL PAYMENT TO MITIGATE DAMAGES FROM
TAX FRAUD, EXTORTION, SECURITIES FRAUD
OF PAUL J. SULLA JR. AND JASON HESTER
PURSUANT TO BUREAU OF CONVEYANCES DOC NO (S) 2011-093773
1:121301028: 0007 556535 1:170
FORECLOSURE FRAUD/CLAUDE IN MITG. PAGE 4 PARAGRAPH 3
SLANDER OF TITLE
To Reorder Call 1-800-355-8123

Harland Clarke

EXHIBIT 27.

To: County of Hawaii
101 Pauahi Street, Suite 4
Hilo, Hawaii 96720-4224


ATTN: SHELLEY
COUNTY OF HAWAII
REAL PROPERTY TAX DIVISION
AUPUNI CENTER
101 PAUAAHI ST., SUITE 4
HILO, HI 96720-4224

4/8/13

961-8401

Dear Shelley,

Please send tax notices for TMK# 3-1-3-001-049 and TMK# 3-1-001-043 to the addresses and parties below.

Leonard Horowitz
13-3775 Kalapana Hwy
Pahoa, HI 96778

And

Sherri Kane
Po Box 75104
Honolulu, HI 96778

Mahalo!

Sherri Kane
808 965 2112
editor@medicalveritas.org

I agree to pay 250.00 per month beginning may 2013, and will pay more IF I can in a month.



Ex. A

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

FIRST CIRCUIT COURT
STATE OF HAWAII
FILED

2016 MAR 10 PM 2:37

F. OTAKE
EX OFFICIO CLERK

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

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

NOTICE OF BANKRUPTCY CASE FILING

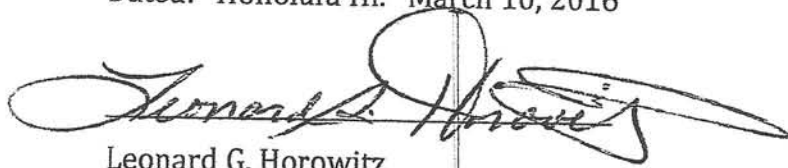
Defendant/Counterclaimants LEONARD G. HOROWITZ, Overseer for THE ROYAL BLOODLINE OF DAVID (RBOD), hereby notices the Court and all interested parties of United States Bankruptcy Court Filing of Chapter 13 Case No. 16-00239, and related Adversary Proceeding No. 16-90015; as evidenced by attachments "A"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

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

Exhibit 28

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

Dated: Honolulu Hi. March 10, 2016



Leonard G. Horowitz

Parties Noticed hereby:

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

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

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

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

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

Fill in this information to identify your case:

United States Bankruptcy Court for the:

District of _____
(State)

Case number (if known):

16-00239

Chapter you are filing under:

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

FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII

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

MICHAEL S. DOWLING
CLERK OF COURT

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/15

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

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

Part 1: Identify Yourself

About Debtor 1:

1. Your full name

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

Bring your picture identification to your meeting with the trustee.

Leonard

First name

George

Middle name

Horowitz

Last name

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

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

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

Include your married or maiden names.

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

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

XXX - XX -

OR

9 XX - XX -

5563

XXX - XX -

OR

9 XX - XX -

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

page 1

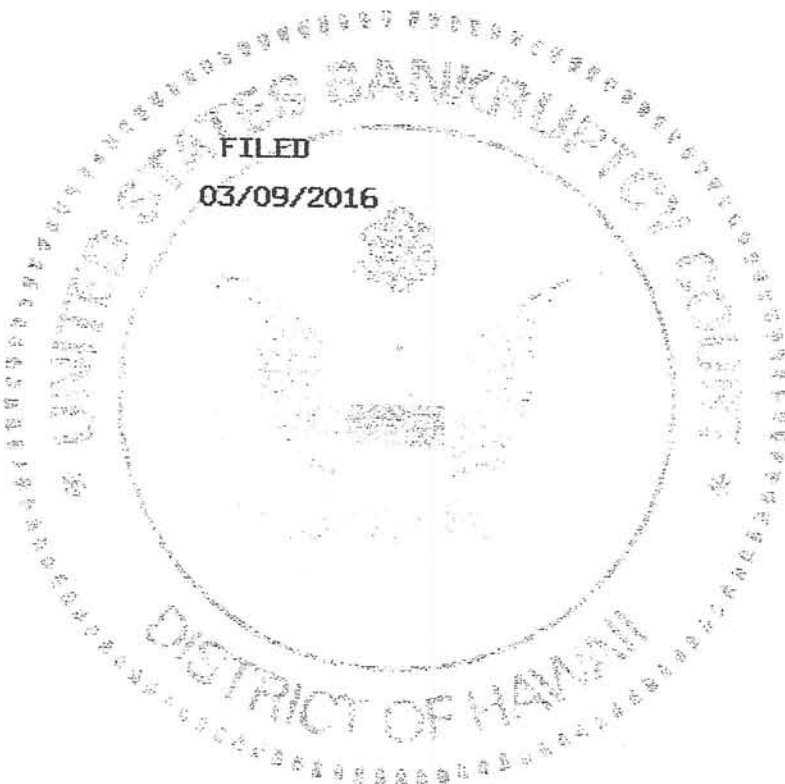
Exhibits pg. 152

United States Bankruptcy Court
District of Hawaii

**Notice of Bankruptcy
Case Filing**

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

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



The bankruptcy trustee is:

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

Honolulu, HI 96813
(808) 526-3083

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

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

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

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

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

Michael B. Dowling
Clerk, United States
Bankruptcy Court

ADVERSARY PROCEEDING COVER SHEET

(Instructions on Reverse)

ADVERSARY PROCEEDING NO.

16-90015

PLAINTIFF(S)

LEONARD GEORGE HOROWITZ and
SHERI KANE

DEFENDANT(S)

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

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

pro se

ATTORNEY(S) (If Known)

PAUL J. SULLA, JR.

PARTY (Check One Box Only)

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

PARTY (Check One Box Only)

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

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

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

NATURE OF SUIT

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

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

FRBP 7001(1) - Recovery of Money/Property

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

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

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

FRBP 7001(3) - Approval of Sale of Property

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

FRBP 7001(4) - Objection/Revocation of Discharge

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

FRBP 7001(5) - Revocation of Confirmation

- ☐ 51 - Revocation of confirmation

FRBP 7001(6) - Dischargeability

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

(continued next column)

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

FRBP 7001(6) - Dischargeability (continued)

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

FRBP 7001(7) - Injunctive Relief

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

FRBP 7001(8) - Subordination of Claim or Interest

- ☒ 81 - Subordination of claim or interest

FRBP 7001(9) - Declaratory Judgment

- ☐ 91 - Declaratory judgment

FRBP 7001(10) - Determination of Removed Action

- ☐ 01 - Determination of removed claim or cause

Other

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

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

Demand: \$ 6 million +

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

FILED

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

2016 MAR 14 PM 3:37

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

Attorney for Defendants

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

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

Non-hearing motion

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

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

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

Exhibit 29

Exhibits pg. 156

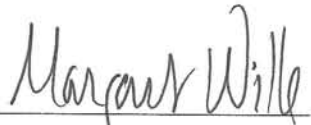
Ejectment filed on March 1, 2016, that would otherwise allow the Sheriff to eject Defendants and their belongings from their home.

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

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

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

Respectfully submitted.


MARGARET WILLE,

Attorney for Defendants – Counterclaimants - Appellants

DATED: Waimea, HI, 96743 March 14, 2016

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

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

Attorney for Defendants

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

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

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

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

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

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

Specifically HRCP Rule 62(b) provides:

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

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

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

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

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

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

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

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

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

Section One of the Fourteenth Amendment to the United States Constitution provides:
"[N]or shall any State deprive any person of life, liberty, or property, without due process of law".

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

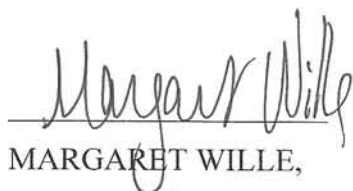
Plaintiff's attorney, Stephen Whittaker, has violated Defendants' due process rights by failing to follow the proper procedures for executing a writ of ejectment. A writ of ejectment is handled by the Sheriff's Department, not by the party's attorney. Once the Sheriff's Department processes the Writ,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

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

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

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

Respectfully submitted.



MARGARET WILLE,

Attorney for Defendants – Counterclaimants - Appellants

DATED: Waimea, HI, 96743 March 14, 2016

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

Ex. A

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

FIRST CIRCUIT COURT
STATE OF HAWAII
FILED

2016 MAR 10 PM 2: 37

F. OTAKE
EX OFFICIO CLERK

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

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

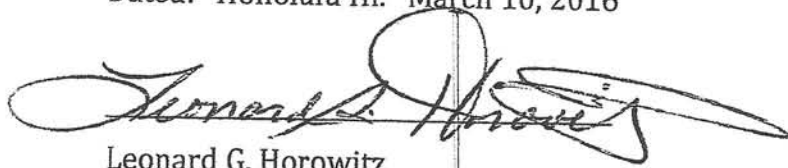
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Defendant/Counterclaimants LEONARD G. HOROWITZ, Overseer for THE ROYAL BLOODLINE OF DAVID (RBOD), hereby notices the Court and all interested parties of United States Bankruptcy Court Filing of Chapter 13 Case No. 16-00239, and related Adversary Proceeding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

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

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

Dated: Honolulu Hi. March 10, 2016



Leonard G. Horowitz

Parties Noticed hereby:

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

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

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

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

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

Fill in this information to identify your case:

United States Bankruptcy Court for the:

District of

(State)

Case number (if known):

16-00239

Chapter you are filing under:

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

FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII

2016 MAR -9

Check if this is an
amended filing

MICHAEL S. DOWLING
CLERK OF COURT

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/15

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

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

Part 1: Identify Yourself

About Debtor 1:

1. Your full name

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

Bring your picture identification to your meeting with the trustee.

Leonard

First name

George

Middle name

Horowitz

Last name

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

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

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

Include your married or maiden names.

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

First name

Middle name

Last name

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

XXX - XX -

OR

9 XX - XX -

5563

XXX - XX -

OR

9 XX - XX -

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

page 1

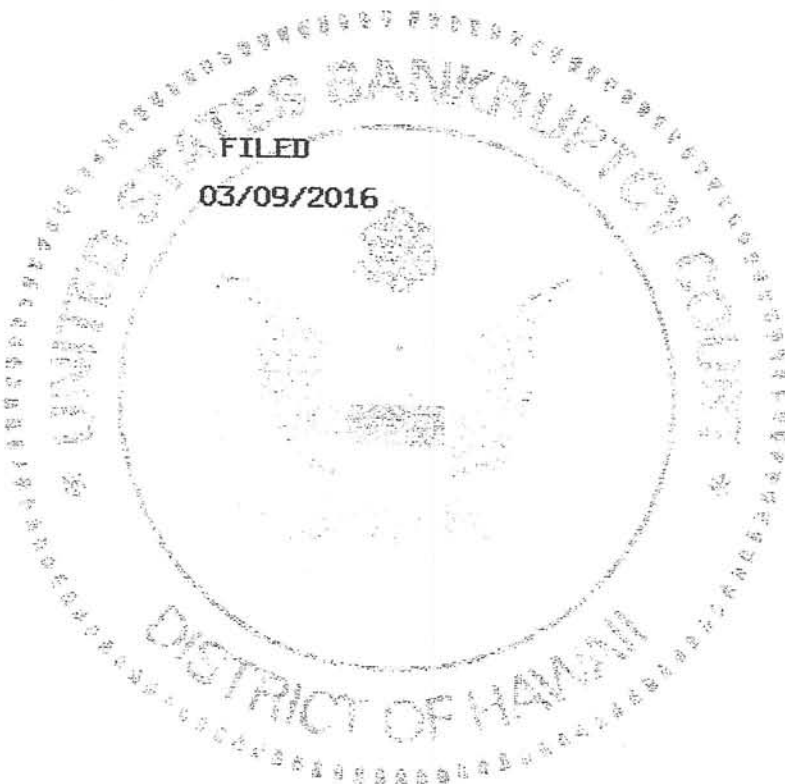
Exhibits pg. 164

United States Bankruptcy Court
District of Hawaii

**Notice of Bankruptcy
Case Filing**

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

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



The bankruptcy trustee is:

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

Honolulu, HI 96813
(808) 526-3083

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

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

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

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

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

Michael B. Dowling
Clerk, United States
Bankruptcy Court

ADVERSARY PROCEEDING COVER SHEET

(Instructions on Reverse)

ADVERSARY PROCEEDING NO.

16-90015

PLAINTIFF(S)

LEONARD GEORGE HOROWITZ and
SHERI KANE

DEFENDANT(S)

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

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

pro se

ATTORNEY(S) (If Known)

PAUL J. SULLA, JR.

PARTY (Check One Box Only)

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

PARTY (Check One Box Only)

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

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

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

NATURE OF SUIT

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

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

FRBP 7001(1) - Recovery of Money/Property

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

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

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

FRBP 7001(3) - Approval of Sale of Property

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

FRBP 7001(4) - Objection/Revocation of Discharge

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

FRBP 7001(5) - Revocation of Confirmation

- ☐ 51 - Revocation of confirmation

FRBP 7001(6) - Dischargeability

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

(continued next column)

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

☒ Check if a jury trial is demanded in complaint

FRBP 7001(6) - Dischargeability (continued)

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

FRBP 7001(7) - Injunctive Relief

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

FRBP 7001(8) - Subordination of Claim or Interest

- ☒ 81 - Subordination of claim or interest

FRBP 7001(9) - Declaratory Judgment

- ☐ 91 - Declaratory judgment

FRBP 7001(10) - Determination of Removed Action

- ☐ 01 - Determination of removed claim or cause

Other

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

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

Demand: \$ 6 million +

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

Exhibit B

ISSUED

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

2016 MAR -1 PM 3:05

Attorney for Plaintiff
Jason Hester

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

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

JASON HESTER, an individual,

Plaintiff

vs.

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

Defendants.

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

WRIT OF EJECTMENT;

RETURN OF SERVICE ON WRIT
OF EJECTMENT

WRIT OF EJECTMENT; RETURN OF SERVICE ON WRIT OF EJECTMENT

THE STATE OF HAWAII

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

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

J. Mock Chew

Clerk, Third Circuit Court, State of Hawaii

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

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

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

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

Dated: Kealahou, Hawaii FEB 29 2016

MELVIN H. FUJINO (SEAL)

JUDGE OF THE ABOVE-ENTITLED COURT

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

Margaret (Dunham) Wille #8522

Attorney at Law

65-1316 Lihipali Road

Kamuela, Hawaii 96743

Tel: 808-854-6931

margaretwille@mac.com

Attorney for:

Defendants/Counterclaimants

Leonard G. Horowitz, Sherri Kane and
the Royal Bloodline of David, et. al.

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

JASON HESTER, an individual
Plaintiff/Counterclaim Defendant
v.

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

Defendants/Counterclaimants

) CIV. NO. 14-1-0304

) (Quiet Title)

)

)

) **DECLARATION OF ATTORNEY**

) **MARGARET D. WILLE**

) **FOR DEFENDANTS' EMERGENCY**

) **MOTION FOR STAY OF WRIT**

) **OF EJECTMENT**

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

)

)

) JUDGE: Honorable Melvin H. Fujino

)

) Non-hearing motion

)

)

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

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

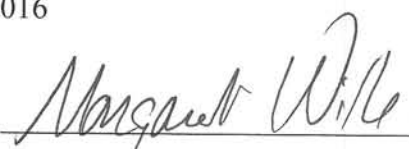
- 1) I am an individual over the age of twenty-one (21) years, a resident of the State and County of Hawai'i.
- 2) I am licensed to practice law before the Courts of Hawai'i.
- 3) As of June 29, 2015, I have been the attorney for Defendant-Appellants LEONARD G. HOROWITZ and THE ROYAL BLOODLINE OF DAVID and am representing these Defendants in the appeal of the Circuit Court's Fourth Amended Final Judgment dated June 19, 2015.
- 4) I declare that Exhibit "A" is a true and correct copy of the Notice of Bankruptcy filed in Civ. No. 14-1-0304 on March 10, 2016.
- 5) I declare that Exhibit "B" is a true and correct copy of the Writ of Ejectment posted on the subject property on or about March 12, 2016
- 6) All statements made in the accompanying Motion and Memorandum are true and correct to the best of my knowledge and belief.

FURTHER DECLARANT SAYETH NAUGHT

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

Dated: Waimea Hawaii: March 14, 2016

Signed: _____


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

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

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

Attorney for:
Defendants/Counterclaimants
Leonard G. Horowitz, Sherri Kane, and
the Royal Bloodline of David

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

JASON HESTER, an individual	) CIV. NO. 14-1-0304
Plaintiff/Counterclaim Defendant	) (Quiet Title)
)
v.)
	) NOTICE OF NON-HEARING MOTION
LEONARD G. HOROWITZ, an	) DEFENDANTS' MOTION DEFENDANTS'
individual; SHERRI KANE, an	) EMERGENCY MOTION FOR STAY OF WRIT
individual; MEDICAL VERITAS	) OF EJECTMENT [HRCP 62(b)])
INTERNATIONAL, INC, a)
California nonprofit corporation;)
THE ROYAL BLOODLINE OF	) JUDGE: Honorable Melvin Fujino
DAVID, a Washington Corporation)
Sole; JOHN DOES, 1-10, JANE)
DOES 1-10, DOE ENTITIES 1-10,)
DOE PARTNERSHIPS 1-10, DOE)
GOVERNMENTAL UNITS 1-10.)
Defendants/Counterclaimants	

NOTICE OF NON-HEARING MOTION

TO:

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


Attorney for Jason Hester

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

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

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

DATED: Waimea, HI, 96743 March 14, 2016



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

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

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

Attorney for Defendants

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

JASON HESTER, an individual
Plaintiff,

v.

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

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

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

) Judge: Honorable Melvin H. Fujino

) Non-Hearing Motion

CERTIFICATE OF SERVICE

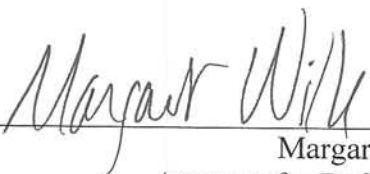
I HEREBY CERTIFY that on this 14th day of March, 2016, I served a true and correct copy of the foregoing "NON-HEARING MOTION AND DECLARATION OF ATTORNEY MARGARET D. WILLE FOR DEFENDANTS' EMERGENCY MOTION FOR STAY OF WRIT OF EJECTMENT [HRCP 62(b)], Exhibits, Declaration of Attorney Margaret Wille", by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

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

☒ U.S. Mail, Postage Prepaid

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

☒ Hand Delivery



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

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

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

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

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

Appeal No. CAAP-15-0000094

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

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

Plaintiffs and
Appellees,

vs.

LEONARD GEORGE HOROWITZ;

Defendant and
Appellant

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

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

REQUEST AND DECLARATION OF COUNSEL FOR ATTORNEYS' FEES AND COSTS

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

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

Exhibit 30

<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.

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.