

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

Attorney for Appellants
LEONARD G. HOROWITZ,
SHERRI KANE,
THE ROYAL BLOODLINE OF DAVID

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Intermediate Court of Appeals
CAAP-16-0000163
28-JAN-2017
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IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAII

ICA No. CAAP-16-0000163

JASON HESTER
Plaintiff/Counterclaim
Defendant-Appellee

vs.

LEONARD G. HOROWITZ,
et, al.
Defendants/Counterclaimants –
Appellants

) Civ. No. 14-1-0304
) THIRD CIRCUIT COURT
) Appeal of Quiet Title Action
)
) APPELLANTS' MOTION TO
) JOIN PAUL J. SULLA, JR. AND
) HALAI HEIGHTS, LLC AS PARTIES
) [HRAP 27 and HRCPP Rule 19(a)]
) MEMORANDUM IN SUPPORT;
) DECLARATION OF MARGARET WILLE;
) CERTIFICATE OF SERVICE

**APPELLANTS' MOTION TO JOIN
PAUL J. SULLA, JR. AND HALAI HEIGHTS, LLC AS PARTIES**

COMES NOW Defendants/Counterclaimants-Appellants LEONARD G. HOROWITZ, SHERRI KANE, and the ROYAL BLOODLINE OF DAVID (RBOD), by and through their attorney, MARGARET WILLE, pursuant to the Hawai'i Rules of Appellate Procedure (HRAP) Rule 27 "Motions", and Hawaii Rules of Civil Procedure (HRCPP) Rule 19(b) "Joinder Of Persons Needed For Just Adjudication," moving for joinder of PAUL J. SULLA, JR. ("Sulla"), as an individual, and HALAI HEIGHTS, LLC (HHLLC), a for-profit limited liability company formed on February 1, 2016 by Sulla,

that now has title to the subject property, as necessary parties, and if Sulla, either individually or in his capacity as limited liability company HHLLC, opposes joinder, that the Honorable Court order joinder of both.

In the Answering Brief (AB), Appellee Jason Hester contends this court lacks jurisdiction because “[t]he [mootness] doctrine seems appropriate here where events subsequent to the judgment of the trial court have so affected the relations between the parties that the two conditions for justiciability relevant on appeal – adverse interest and effective remedy – have been compromised.” *AB 15-16*.

As discussed in Appellants’ Reply Brief, this case is not moot. Although Appellants no longer have possession of the property, contrary to Appellee Hester’s assertion, there continues to be an adversarial relationship between named parties and or their privies, and assuming the court finds in Appellants’ favor, redress is feasible including return of the subject property based on principles of privity.

There is, however, a critical change in the posture of this case since the August 2016 filing of the Answering Brief, as it is now been recently determined that on September 6, 2016, the subject property was transferred from named Appellee Jason Hester to the limited liability company, Halai Heights LLC, which entity was organized by Sulla on February 1, 2016 (which transfer was however not disclosed in Appellee’s Answering Brief). This transfer presumably is claimed as based on Sulla’s previous personal security interest in the property secured simultaneously with the prior conveyance of the property title from Jason Hester as Successor Overseer of The Office Of Overseer, A Corporate Sole And Its Successor, Over And For The Popular Assembly Of Revitalize, A Gospel Of Believers (“GOB”) to Jason Hester individually. *OB 3-4*. Given that the title to the property is no longer in the named Appellee Jason Hester, in order to ensure complete and full relief it is appropriate to have all stakeholders as parties in this appeal including those in whose hands the property is possessed and the title to which has been conveyed.

THE CRITERIA FOR JOINDER: HRCP Rule 19(a) provides in relevant part:

(a) Persons to be joined if feasible. A person who is subject to service of process shall be joined as a party in the action if (1) in the person's absence complete relief cannot be accorded among those already parties, or (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may (A) as a practical matter impair or impede

the person's ability to protect that interest or (B) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest. If the person has not been so joined, the court shall order that the person be made a party. If the person should join as a plaintiff but refuses to do so, the person may be made a defendant, or, in a proper case, an involuntary plaintiff.

Appellants are seeking joinder of HHLLC under HRCF Rule 19(a) because title to the subject property is now in the name of HHLLC, which limited liability company was organized by Paul Sulla on February 1, 2016. Appellants are also seeking joinder of Paul Sulla, who is named in the Articles of Organization as organizer, manager, member, and agent. It is Sulla who has been the mastermind of this scheme of serial transfers since the first assignment of the mortgage from original mortgagee Cecil Loran Lee. Pursuant to the Articles of Organization, Paul Sulla is not accepting liability for any debts on the part of HHLLC. Horowitz therefore seeks Sulla's joinder not only in Sulla's company capacity as HHLLC, but individually as the "real" real party in interest behind HHLLC which is presumably judgment proof, to ensure that all relief due including return of the property and any monetary damages or attorneys fees, can be effected without the need for further litigation,

As more fully discussed in the accompanying memorandum, Joinder under Rule 19(a) of Paul Sulla individually and of HHLLC, Sulla's recently organized limited liability company now having title to the subject property, is possible under the criteria in Rule 19(a) and is necessary to ensure Appellants obtain complete and speedy relief.

DATED: Portland, ME, 96743 January 28, 2017

/s/ MARGARET WILLE

Margaret (Dunham) Wille ,
Attorney for Appellants

Hester v. Horowitz et al, ICA No. CAAP-16-0000163 Appellants' Motion To Join Paul J. Sulla, Jr. And Halai Heights, LLC As Parties"

Margaret (Dunham) Wille #8522

Attorney at Law

65-1316 Lihipali Road

Kamuela, Hawaii 96743

Tel: 808-854-6931

margaretwille@mac.com

Attorney for Appellants

LEONARD G. HOROWITZ,

SHERRI KANE,

THE ROYAL BLOODLINE OF DAVID

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IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAII

ICA No. CAAP-16-0000163

JASON HESTER
Plaintiff/Counterclaim
Defendant-Appellee

vs.

LEONARD G. HOROWITZ, et,
al.
Defendants/Counterclaimants –
Appell

) Civ. No. 14-1-0304
) THIRD CIRCUIT COURT
) Quiet Title/Ejectment Action
)
) MEMORANDUM IN SUPPORT OF
) APPELLANTS' MOTION TO
) JOIN PAUL J. SULLA, JR. AND
) HALAI HEIGHTS, LLC AS PARTIES
) [HRAP 27 and HRCPP Rule 19(a)]
) DECLARATION OF MARGARET WILLE;
) CERTIFICATE OF SERVICE

**MEMORANDUM IN SUPPORT OF APPELLANTS' MOTION TO JOIN
PAUL J. SULLA, JR. AND HALAI HEIGHTS, LLC AS PARTIES**

This Memorandum is written in support of Appellants LEONARD G. HOROWITZ, SHERRI KANE, and the ROYAL BLOODLINE OF DAVID (RBOD)'s "Motion To Join Paul J. Sulla, Jr. And Halai Heights, LLC As Parties" pursuant to Hawaii Rules of Appellate Procedure (HRAP) Rule 27 "Motions" and Hawaii Rules of Civil Procedure (HRCPP) Rule 19(b) "Joinder Of Persons Needed For Just Adjudication," so that PAUL J. SULLA, JR. ("Sulla"), as an individual, and HALAI HEIGHTS, LLC (HLLC), a February 1, 2016 for-profit limited liability company

formed by Paul Sulla, which as of September 6, 2016 has title to the subject property, be joined as necessary parties, and if Sulla, either individually or in his capacity as the limited liability company HHLLC, opposes joinder, that the Honorable Court order joinder of both.

I. RELEVANT LEGAL FRAMEWORK:

Joining a party is a judicial process administered pursuant to Hawaii Rules of Civil Procedure (“HRCP”) Rules 19(a) “Joinder Of Persons Needed For Just Adjudication,” which states in relevant part:

(a) Persons to be joined if feasible. A person who is subject to service of process shall be joined as a party in the action if (1) in the person's absence complete relief cannot be accorded among those already parties, or (2) the person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may (A) as a practical matter impair or impede the person's ability to protect that interest or (B) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest. If the person has not been so joined, the court shall order that the person be made a party. If the person should join as a plaintiff but refuses to do so, the person may be made a defendant, or, in a proper case, an involuntary plaintiff.

Joinder may be raised on appeal. see e.g. *Marvin v. Pflueger*, 127 Haw. 490, 503, 280 P.3d 88, 101(2012)

II. DISCUSSION:

In his Answering Brief (AB), Appellee Jason Hester contends this court lacks jurisdiction because “The [mootness] doctrine seems appropriate here where events subsequent to the judgment of the trial court have so affected the relations between the parties that the two conditions for justiciability relevant on appeal – adverse interest and effective remedy – have been compromised.” *AB 15-16* Appellee points out there is no stay in place¹, the writ of ejectment has been executed, RBOD defaulted, and Appellants Horowitz and Kane no longer have possession of the subject property. *AB 15-16*.

Contrary to Appellee Hester’s assertion, there continues to be an adversarial relationship between the parties and or their privies, and assuming the court finds in Appellants’ favor, redress is feasible including return of the subject property.

¹ Appellants did obtain a stay however the stay was subject to a bond in an amount in excess of half a million dollars, which bond was not posted. OB 13, (ROA Part 2. Doc. No. 0160, p. 3067)

Change in possession and title since Opening Brief filed.

There is a critical change in the posture of this case since the filing of the Opening Brief on August 30, 2016. It was recently determined that on September 6, 2016, Attorney Paul J. Sulla, Jr., managed the transfer of the subject property from named Appellee Jason Hester to a limited liability company HHLLC, that was set up by Sulla on February 1, 2016 (which conveyance was not disclosed in Appellee's January 4, 2017 Answering Brief).² This transfer presumably follows from Sulla having previously secured his interest in the subject property, in his own name, by having administered simultaneously the conveyance of the property to Jason Hester individually and to himself as a secured party. *OB 3-4* To ensure complete and full relief including return of the subject property, it is therefore appropriate to join those who now possess the property in name and in fact.

Background: By way of background, in this quiet title action Hester claims superior interest in the property as a successor in interest to original seller-mortgagee Cecil Loran Lee, through a series of assignments and conveyances, including by way of conveyance to a hastily formed ecclesiastical entity, to which entity the subject mortgage was assigned prior to its legal incorporation and based on incorporation documents of questionable validity, and in the wake of an earlier filed judicial foreclosure case, Civ. 05-10196, concerning the same property, same mortgage, and same parties or their privies. *OB 21-22, 32-35*. In that earlier judicial foreclosure, Defendants prevailed, with not only foreclosure denied, but were also awarded damages in the amount of \$200,000 in the July 22, 2009 Final Judgment and the February 23, 2009 Amended Final Judgment. *OB pp. 5-6* As more fully discussed in the Opening Brief, months following the February 23, 2009 First Amended Final and the February 27, 2009 final balloon payment by Horowitz of the remaining mortgage debt claimed due less the credit for the damages award, the Court vacated the damages award in response to a HRCF 60(b) "Relief from Judgment or Order" Motion. *OB 4-6* The March 4, 2016 Fifth Amended Final Judgment of the judicial foreclosure case Civ. 050100196 is

² Appellants have moved for Judicial Notice of the Warranty Deed dated September 6, 2016, conveying the subject property, TMK (3)-1-3-001-043/049, located at 13-3775 Pahoa-Kalapana Road, Pahoa, HI, from JASON HESTER, as an individual, to the limited liability company, HALAI HEIGHTS, LLC,, and as well the Articles of Organization of HALAI HEIGHTS LLC, filed on February 1, 2016 with the State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, with Paul J. Sulla listed as organizer, member, manager, and agent.

now on appeal as CAAP 16-0000162.³

Joinder of Sulla individually also appropriate: Paul Sulla has been the orchestrator – conductor - puppeteer along with his strawman nominal plaintiff Jason Hester in one or another capacities throughout this serpentine trail of title transfers with the clear intent to personally acquire the subject property. In light of the nature of the trail of transactions up to now, it is reasonable to assume that HHLLC was set up as a judgment-proof entity to block any potential personal liability on the part of Paul Sulla. Hence, in essence Appellants are asking to “pierce the corporate veil” of HHLLC. To do so, is not only appropriate, but is necessary to ensure full and speedy relief in this case. With title to the subject property now in the name of HHLLC equitable relief moves to Sulla, and potentially farther out of reach of Appellants. Most assuredly, Sulla can be expected to seek to transfer the property to another party that is claimed to be a third party unaffiliated party. Accordingly, joinder of HHLLC and Sulla individually as the “real” real party in interest is now sought to counter Appellee’s claim this case is moot and to ensure complete and swift relief.

This situation is consistent with the criteria set forth in *Columbia Asset Recovery Grp., LLC v. Kelly*, 177 Wash. App. 475, 486, 312 P.3d 687, 693 (2013) to “pierce the corporate veil”:

For a court to pierce the corporate veil, two separate, essential factors must be established. First, the corporate form must be intentionally used to violate or evade a duty. Second, the fact finder must establish that disregarding the corporate veil is necessary and required to prevent an unjustified loss to the injured party. Furthermore, a court may pierce the corporate veil under an “alter ego” theory when the corporate entity has been disregarded by the principals themselves so that there is such a unity of ownership and interest that the separateness of the corporation has ceased to exist. (citations and quotations omitted)

III. JOINDER OF HHLLC AND SULLA IS MANDATORY BASED ON HRCP 19(a)

Mandatory Joinder: As made clear in *Int’l Sav. & Loan Ass’n, Ltd. v. Carbonel*, 93 Haw. 464, 470, 5 P.3d 454, 460 (Ct. App. 2000) “Pursuant to Rule 19(a)(1), a party must be joined if feasible if relief cannot be afforded among those already parties”. (emphasis added) The *Int’l Sav. & Loan Ass’n Ltd* court went on to enunciate the criteria for mandatory joinder: 1) where

³ Appellants have also moved for Judicial Notice of the March 4, 2016 Fifth Amended Final Judgment in Civ. 050100196 and its March 13, 2016 Notice of Appeal (without exhibits).

joinder is feasible, 2) the person has an interest in the subject matter of the action, and 3) where disposition of the case in his/her absence may impair his/her ability to protect that interest OR leave the persons who are already parties subject to risk because of that interest – of multiple or inconsistent obligations.

Joinder here is consistent with the criteria in HRCF Rule 19(a)

1. Where joinder is feasible: Consistent with the requirements of Rule 19(a) Joinder is feasible in this case. Paul Sulla is subject to service of process as a licensed attorney with an office located at 106 Kamehameha Avenue, Hilo, HI 96720, and using Post Office Box 5258, Hilo, HI, 96720, also used in his corporate capacity as HHLLC, of which he is the organizer, manager, sole named member, and agent with the same location for service of process as his law office located at 106 Kamehameha Avenue, Hilo, HI, 96720 and Post Office Box 5258, Hilo, HI, 96720.

2. Where the party sought to be joined has an interest in the subject matter. Here the parties sought to be joined, Sulla individually and in his corporate capacity as HHLLC, are in sole possession and control of the subject property with title in the form of a “warranty” deed having been conveyed to HHLLC from Hester. Moreover, it is Sulla individually who certainly masterminded this property grab scheme, in which he foreseeably would have, and now has, title to, the subject property.

3. Where disposition of the case in his/her absence may impair his/her ability to protect that interest OR leave the persons who are already parties subject to risk because of that interest – of multiple or inconsistent obligations. In fact both of these conditions are present at this time. First and foremost, assuming Appellants prevail, the first objective here is to ensure a speedy recovery of the subject Property. Without joinder, further litigation may be required by way of a separate action under HRCF 60 “Relief from Judgment or Order” subsection Rule 60(b)(5) (where another judgment has been based on the judgment being reversed). Moreover, time is of the essence to not only mitigate Appellants’ damages and distress, but bring the entity or persons having control over the property under the jurisdiction of this Court to the full extent possible. In other words, given that named party plaintiff Hester no longer has title to the subject property, without imposing judgment on his current successor-in-interest, HHLLC and Sulla individually, the just remedy – return of the property to Horowitz and Kane – will remain in peril.

Secondly, and consistent with Rule 19(a), in some respects it is in Sulla’s best interest to

voluntarily allow joinder so that he can be “up front,” squarely, fairly, and expressly represent his personal interest in the litigation, under the pretext of being present only as the attorney to Jason Hester, who appears to be no more than Sulla’s strawman nominal plaintiff.

The parties here sought to be joined are not independent unaffiliated persons or entities but are instead are voluntary privies as successors in interest to the named plaintiff and therefore should be subject to the outcome, which would be more effectively carried out by way of joinder.

As the Court explained in *Tahoe-Sierra Pres. Council v. Tahoe Reg'l Planning*, 322 F.3d 1064,1081–82 (9th Cir. 2003)(citations and quotations omitted)

“Even when the parties are not identical, privity may exist if there is substantial identity between parties, that is, when there is sufficient commonality of interest.... Federal courts have deemed several relationships sufficiently close to justify a finding of privity and, therefore, preclusion under the doctrine of *res judicata*: First, a non-party who has succeeded to a party's interest in property is bound by any prior judgment against the party. Second, a non-party who controlled the original suit will be bound by the resulting judgment. Third, federal courts will bind a non-party whose interests were represented adequately by a party in the original suit. In addition, privity has been found where there is a substantial identity between the party and nonparty, where the nonparty had a significant interest and participated in the prior action, and where the interests of the nonparty and party are so closely aligned as to be virtually representative. Finally, a relationship of privity can be said to exist when there is an express or implied legal relationship by which parties to the first suit are accountable to non-parties who file a subsequent suit with identical issues.”

Likewise, the Court in *Roberson v. City of Rialto*, 226 Cal. App. 4th 1499, 1511–12, 173 Cal. Rptr. 3d 66, 77 (2014) further explains the principle of privity applicable in this case:

In the final analysis, the determination of privity depends upon the fairness of binding [a party to the present proceeding] with the result obtained in earlier proceedings in which it did not participate.... Whether someone is in privity with the actual parties requires close examination of the circumstances of each case. This requirement of identity of parties or privity is a requirement of due process of law. Due process requires that the nonparty have had an *identity or community of interest* with, and adequate representation by, the ... party in the first action. (at 1415) ‘A party is adequately represented for purposes of the privity rule if his or her *interests are so similar* to a party's interest that the latter was the former's virtual representative in the earlier action.... We measure the adequacy of representation by inference, examining whether the ... party in the suit which is asserted to have a preclusive effect had the *same interest* as the party to be precluded, and whether that ... party had a *strong motive* to assert that interest. (citations and quotations omitted)

And as pointed out in *E.E.O.C. v. Peabody W. Coal Co.*, 400 F.3d 774, 780 (9th Cir.

2005) “Rule 19(a) is “concerned with consummate rather than partial or hollow relief as to those already parties, and with precluding multiple lawsuits on the same cause of action.” *Northrop Corp. v. McDonnell Douglas Corp.*, 705 F.2d 1030, 1043 (9th Cir.1983) (citing Advisory Committee's Note Fed.R.Civ.P. 19 (1966))” It is therefore not necessary to state a cause of action against the person sought to be joined. *E.E.O.C. v. Peabody W. Coal Co.*, 400 F.3d 774, 781 (9th Cir. 2005). (The “plaintiff's inability to state a direct cause of action against an absentee does not prevent the absentee's joinder under Rule 19. . . . [A] person may be joined as a party [under Rule 19(b)] for the sole purpose of making it possible to accord complete relief between those who are already parties. . . .” (citation and quotation omitted).

Consistent with the overarching purpose of the HRCP, Rule 1 “Scope of Rules” :

Joinder here is feasible, important, and consistent with the overriding scope of the HRCP Rules: “They shall be construed and administered to secure the just, speedy, and inexpensive determination of every action.” HRCP Rule 1.

HRCP Rule 19(b) “Determination Whenever Joinder Not Feasible” is not at issue here.

Rule 19(b), requiring the assessment of whether a person or entity’s presence is deemed “indispensable”, is only triggered when the Court under Rule 19(a) determines that it is not feasible to join that person under Rule 19(a), so that it becomes necessary to determine if that party’s presence is absolutely necessary, but not feasible, such that it is inequitable to proceed and the case must be dismissed.

CONCLUSION:

For the reasons set forth above, joinder of Paul Sulla and HHLLC is feasible, appropriate, and necessary for a just and speedy determination in this case.

DATED: Portland ME, 96743 January 28, 2017

SIGNED: /s/ Margaret Wille

MARGARET (DUNHAM) WILLE,
Attorney for Defendants –
Counterclaimants – Appellants

Hester v. Horowitz et al, ICA No. CAAP-16-0000163 “*Memorandum in Support of Appellants’ Motion To Join Paul J. Sulla, Jr. And Halai Heights, LLC As Parties*”

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

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



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

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



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B-32865326

/s/ LESLIE T. KOBATA
ACTING REGISTRAR

Conveyance Tax: \$675.00

orig.

Regular System

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

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

TOTAL NO. OF PAGES:

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

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

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

PROPERTY DESCRIPTION:

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

Exhibit 1

Exhibits pg. # 1

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

GRANTOR



JASON HESTER

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

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

Gloria Emery

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



EXHIBIT "A"

-PARCEL FIRST:-

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

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

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

20° 16' 17" 719.46 feet;

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

-PARCEL SECOND:-

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

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

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

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

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

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

GRANTEE: JASON HESTER, an individual

DATED: June 9, 2011

RECORDED: Document No. 2011-093772

SUBJECT TO THE FOLLOWING:

1. FINAL JUDGMENT

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

IN FAVOR OF: Jason Hester, individually

DATED: December 29, 2015

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

RECORDED: Document No. _____

2. AFFIDAVIT OF LEONARD G. HOROWITZ

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

3. NOTICE OF INVALID LIEN

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

END OF EXHIBIT "A"

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS



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

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

II

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

III

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

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

PAUL J SULLA

(Name of Registered Agent)

(State or Country)

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

106 KAMEHAMEHA AVE, HILO, HI 96720 USA

IV

The name and address of each organizer is:

PAUL J SULLA

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

Exhibit 2

Exhibits pg. # 9

02/01/201648616

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



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

Internet FORM LLC-1
0201201648616 7/2010



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

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

I

The name of the company shall be:
HALAI HEIGHTS LLC

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

II

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

III

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

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

PAUL J SULLA

(Name of Registered Agent)

(State or Country)

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

106 KAMEHAMEHA AVE, HILO, HI 96720 USA

IV

The name and address of each organizer is:

PAUL J SULLA

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

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



Catherine P. Awah-Colon

DIRECTOR OF COMMERCE AND
CONSUMER AFFAIRS

Date: December 23, 2016

The period of duration is (check one):

V

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

(Month Day Year)

The company is (check one):

VI

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

PAUL J SULLA

PO BOX 5258, HILO, HI 96720 USA

The members of the company (check one):

VII

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

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

01

Signed this

day of

FEBRUARY 2016

PAUL J SULLA

(Type/Print Name of Organizer)

PAUL J SULLA

(Signature of Organizer)

(Type/Print Name of Organizer)

(Signature of Organizer)

Exhibits pg. # 12

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 3

Exhibits pg. # 13

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

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

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

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

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

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

a. Philip Maise's Complaint In Intervention filed October 27, 2005 is DISMISSED.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.

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 and
the Royal Bloodline of David

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Intermediate Court of Appeals
CAAP-16-0000162
13-MAR-2016
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INTERMEDIATE COURT OF APPEALS
STATE OF HAWAII
CAAP 16- _____

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

Plaintiff-Counter-claimants -Appellees,
vs.

LEONARD G. HOROWITZ, THE
ROYAL BLOODLINE OF DAVID,
JACQUELINE G. LINDENBACH¹, JOHN
DOES, 1-10, JANE DOES 1-10, DOE
ENTITIES 1-10, DOE PARTNERSHIPS 1-
10, DOE GOVERNMENTAL UNITS1-10.
Defendants-Counterclaimants -Appellants

) CIV. NO. 05-1-0196
) (foreclosure)
)
) **NOTICE OF APPEAL**
)
)
)
)

Philip Maise, Intervenor²

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Defendant/Counterclaimant/Appellant

¹ Jacqueline G. Lindenbach-Horowitz is the former wife of Leonard Horowitz and no longer has an interest in the subject property pursuant to the May 27, 2014 IdahoCV-2011-0001409 Court Order. She is not included in this appeal.

² On March 16, 2009, Philip Maise withdrew from Civ. 05-1-0196 following Horowitz's payment to Maise in full per garnishment orders, and is not included in this appeal.

Exhibit 4

LEONARD GEORGE HOROWITZ (hereafter Horowitz) and the ROYAL BLOODLINE OF DAVID (hereafter RBD) by and through their attorney, Margaret Wille, pursuant to section 641-1 of the Hawai'i Revised Statutes, and Rules 3 and 4(a)(1) and 4(a)(3) of the Hawai'i Rules of Appellate Procedure, appeals to the Intermediate Court of Appeals of the State of Hawai'i from the Third Circuit Court's March 4, 2016 Fifth Amended Final Judgment (Exhibit A)³ not with respect to the order denying foreclosure against all Defendants, but primarily with regard to the Court's reversal of Defendants having prevailed on their Counterclaim for misrepresentation and fraud, and the lower Court's related reversal of the \$200,000 jury award to Defendants. Defendants also challenge the standing of Plaintiff Hester, as the claimed successor mortgagee. Also included as Exhibits are the Final Judgment dated July 22, 2008 Exhibit B, the First Amended Final Judgment dated February 23, 2009 (Exhibit C), the Second Amended Final Judgment December 11, 2009 (Exhibit D), the Third Amended Final Judgment dated September 12, 2013 (Exhibit E), and the Fourth Amended Final Judgment dated June 19, 2015 (Exhibit F), the April 2, 2008 Findings of Fact and Conclusions of Law, (Exhibit G); the August 9, 2009 Order of Substitution of Jason Hester, individually and As Successor Overseer, The Office Of The Overseer And His Successor, Over/For The Popular Assembly Of Revitalize, A Gospel Of Believers (Exhibit H); the October 15, 2008 Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6th, 2006 Counterclaim for Fraud and Misrepresentation (Exhibit I); the October 15, 2008 Order denying Defendants and Counterclaimants Motion for Attorney's Fees and Costs (Exhibit J); and the July 29, 2009 Order granting Plaintiff's Motion to Amend Order - reversing Defendants' award of damages (Exhibit K).

Respectfully submitted.


MARGARET WILLE,

DATED: Waimea, HI, 96743 March 13, 2016

Attorney for Defendants – Counterclaimants - Appellants

Hester vs. Horowitz, CAAP 16- _____ *Notice of Appeal*

³ The Index to Exhibits and Exhibits A through K are submitted separately.