

**A COMPLAINT FOR ALLEGED
VIOLATIONS OF RULES AND LAWS BY
BRADLEY R. TAMM
PURSUANT TO ODC COMPLAINTS 18-0258 AND 18-0259
AGAINST PAUL J. SULLA, JR. AND
STEPHEN D. WHITTAKER, RESPECTIVELY,
INTERTWINED WITH THE COMPLAINT AGAINST
GARY V. DUBIN, 18-02012**

Submitted by:

LEONARD G. HOROWITZ, Complainant
and SHERRI KANE, Complainant
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108
E-mail: editor@medicalveritas.org;
Telephone: 310-877-3002

**RELEVANT TO INTERNAL AFFAIRS OF:
THE SUPREME COURT OF THE STATE OF HAWAII;
THE HAWAII STATE ETHICS COMMISSION
and
THE COMMISSION ON JUDICIAL CONDUCT**

TABLE OF CONTENTS

COMPLAINT FOR ALLEGED VIOLATIONS OF RULES AND LAWS BY BRADLEY R. TAMM

Table of Contents	i
Table of Authorities	ii
Statutes	iii
I. Introduction	2
II. Factual Background	4
III. Supplemental Facts Pursuant to the Lawyers Zamber, Sulla, Dubin, and Whittaker’s Actions in the Alleged Criminal Enterprise.....	5
IV. Procedural Facts, Sulla Claims in Bankruptcy, Tamm’s Actions Therein, and at the ODC in Response to Kane’s Complaints.....	8
V. Standards of Review:	
A. 1978 Hawaii Constitutional Convention	12
B. Hawaii Revised Code of Judicial Conduct	12
C. HRS §84-13 Fair treatment law	14
D. HRS §84-14 Conflicts of interests law	14
E. Hawaii State Ethics Commission Requirements	
F. 18 U.S.C. § 666 – Theft or bribery concerning programs receiving Federal funds.....	14
G. – “Willful Blindness” standard	15
H. “Aiding and Abetting” standard	15
VI. Argument.....	16
A. The available state forums do not comport with Hawaii State Legislature’s intent expressed in the State’s Code of Ethics pursuant to judicial accountability.....	16
B. Tamm’s action defy HRS §84-13 Fair treatment law.....	17
C. Tamm’s action defy HRS §710-1076 Evidence tampering law.....	19
D. Tamm’s dismissals violate 18 U.S.C. § 666 provisions.....	21
E. Tamm’s actions defy HRS §84-14 Conflicts of interest law.....	22
F. Tamm’s dismissals of the Sulla and Whittaker complaints defy HRCJC Rules 1.1 and 1.2.....	24
G. Tamm should have disqualified himself to comply with HRCJC Rule 2.11(1).....	25
H. Tamm’s actions compound evidence of public corruption.....	25
I. Tamm’s actions compound public health risks from Sulla’s illegal drug enterprise.....	28
VII. Conclusion.....	29

Affidavit of Complainants.....	30
Exhibits 1-22	
Certificate of Service	

TABLE OF AUTHORITIES

CASES

<i>CIE Service Corp. v. WTP, INC.</i> , 690 F. Supp. 910 – Dist. Court, D. Hawaii 1988.....	25
<i>Fraternity Fund v. BEACON HILL ASSET MANAGEMENT</i> , 479 F. Supp. 2d 349 - Dist. Court, SD New York 2007.....	15
<i>Global-Tech Appliances, Inc. v. SEB SA</i> , 131 S. Ct. 2060, 2069 – Supreme Court 2011.....	15, 22, 28
<i>Hall v. Perry (In re Cochise College Park, Inc.)</i> , 703 F.2d 1339, 1357 (9th Cir. 1983).....	11
<i>In re Aimster copyright litigation</i> , 334 F. 3d 643 - Court of Appeals, 7th Circuit 2003.....	22
<i>In re Cochise College Park, Inc.</i> , Ninth Circuit.....	11
<i>Kekona v. Bornemann</i> , 305 P. 3d 474 - Haw: Intermediate Court of Appeals 2013.....	5
<i>McCullough, supra</i> note 1, at 179.....	11
<i>State v. Gomes</i> , 177 P. 3d 928 - Haw: Supreme Court 2008.....	26
<i>State v. Richie</i> , 88 Hawai'i 19, 33, 960 P.2d 1227, 1241 (1998).....	26
<i>Takaba v. Comm'r</i> , 119 T.C. 285, 295, 2002 WL 31818000.....	28
<i>Thomas v. Roach</i> , 165 F.3d 137, 146 (2d Cir.1999).....	15
<i>United States vs. Arthur Lee Ong</i> , Cr. No. 09-00398 LEK.....	28
<i>United States v. Bakal</i> , 20 Fed.Appx. 37, 42 (2d Cir.2001).....	15
<i>United States vs. Bruce Robert Travis</i> , U.S. Court of Appeals, Ninth Circuit. No. 10-15518; (March 10, 2010).....	28
<i>United States v. Desimone</i> , 119 F.3d 217, 223 (2d Cir.1997),.....	15
<i>United States v. Fulbright</i> , 105 F.3d 443, 447 (9th Cir.1997).....	22
<i>US v. Heredia</i> , 483 F. 3d 913 – Court of Appeals (2007).....	23
<i>United States v. Jackson</i> , 180 F.3d 55, 74 (2d Cir.1999).....	15

<i>US v. Lopez</i> , 4 F. 3d 1455 – Court of Appeals, 9th Circuit 1993.....	22
<i>United States v. McClintock</i> , 748 F.2d 1278, 1285-86 (9th Cir.1984).....	23
<i>United States v. Samaria</i> , 239 F.3d 228 (2d Cir.2001).....	15
<i>United States v. Sanchez-Robles</i> , 927 F.2d 1070, 1073 (9th Cir.1991).....	23
<i>United States v. Williams</i> , U.S. 112 S.Ct. 1735, 1742, 118 L.Ed.2d 352 (1992).....	22
<i>Wong-Leong v. Hawaiian Indep. Refinery, Inc.</i> , 76 Hawai`i 433, 879 P.2d 538, 544 (1994).....	25

FEDERAL STATUTES AND RULES

11 U.S.C. §§ 548, 550 and 551.....	4-5, 9, 23
11 U.S.C. § 1325(a)(4).....	10
18 U.S.C. §4.....	9, 21-22
18 U.S.C. § 666.....	14, 21, 29
18 U.S.C. § 3771(d)(1)	5
42 U.S.C. § 1981(a) and (c)	5

STATE STATUTES AND RULES

Hawai`i Revised Statutes

HRS §84-13.....	14, 17, 18, 22
HRS §84-14(a)(1)(2); 84-13(2).....	2, 14, 22
HRS §92-1.....	16
HRS § 419-8(4).....	27
HRS 651C.....	5
HRS §710-1040.....	25
HRS §710-1076.....	17, 18
1978 Hawaii Constitutional Convention, p 566-67.....	12
HAWAI`I REVISED CODE OF JUDICIAL CONDUCT (“HRCJC”).....	12

Hawai`i Rules of Professional Conduct

HRPC Rule 1.4(a)(1)(2)(3).....	18
HRPC Rule 8.3.....	22

Hawai`i Rules of the Code of Judicial Conduct

HRCJC Rule 1.1. COMPLIANCE WITH THE LAW.....	13, 24
--	--------

HRCJC Rule 1.2. PROMOTING CONFIDENCE IN THE JUDICIAR.....	13, 24
HRCJC Rule 2.11(1).....	24-25
DISCLOSURE OF FINANCIAL INTERESTS BY STATE EMPLOYEES	14

TABLE OF EXHIBITS

See Index of Exhibits	Appendix
-----------------------------	----------

LEONARD G. HOROWITZ, Complainant
and SHERRI KANE, Complainant
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108
E-mail: editor@medicalveritas.org;
Telephone: 310-877-3002

**THE SUPREME COURT OF THE STATE OF HAWAII;
(HAWAII STATE ETHICS COMMISSION
and COMMISSION ON JUDICIAL CONDUCT)**

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

Complainants,

VS.

BRADLEY R. TAMM, an individual;
BRADLEY R. TAMM LIMITED
LIABILITY LAW COMPANY, a
corporation; and as Executive Director of
the Supreme Court of Hawaii's Office of
Disciplinary Council

Respondent

CASE NO. _____

(Conflicts of interests; Un-Fair treatment)

COMPLAINT FOR ALLEGED VIOLATIONS
OF RULES AND LAWS BY BRADLEY R.
TAMM PURSUANT TO ODC COMPLAINTS
18-0258 AND 18-0259 AGAINST PAUL J.
SULLA, JR. AND STEPHEN D.
WHITTAKER, RESPECTIVELY,
INTERTWINED WITH THE COMPLAINT
AGAINST GARY V. DUBIN, 18-02012 [HRS
§84-14(a)(1)(2); 84-13(2)]; AFFIDAVIT OF
LEONARD G. HOROWITZ AND SHERRI
KANE; EXHIBITS 1-21; CERTIFICATE OF
SERVICE.

COMPLAINT FOR ALLEGED VIOLATIONS OF RULES AND LAWS BY BRADLEY R. TAMM PURSUANT TO ODC COMPLAINTS 18-0258 AND 18-0259 AGAINST PAUL J. SULLA, JR. AND STEPHEN D. WHITTAKER, RESPECTIVELY, INTERTWINED WITH THE COMPLAINT AGAINST GARY V. DUBIN, 18-02012

COMES NOW Complainants Leonard G. Horowitz (hereafter, “Horowitz”) and Sherri Kane (hereafter “Kane”; together, “Complainants”), filing this Complaint against the captioned Respondent, principally BRADLEY R. TAMM, an individual (hereafter, “Tamm”), and BRADLEY R. TAMM LIMITED LIABILITY LAW COMPANY, a corporation; Tamm acting as Executive Director of the Supreme Court of Hawaii’s Office of Disciplinary Council pursuant to ODC Complaints 18-0258 and 18-0259 filed against Paul J. Sulla, Jr., a lawyer (hereafter, “Sulla”), and co-counsel Stephen D. Whittaker (hereafter, “Whittaker”), respectively, dismissed by Tamm on November 27, 2018. These

two subject complaints were filed by Kane in good faith *in response to ODC investigator(s) written instruction* as they are intertwined with the ODC's ongoing action(s) against attorney Gary Dubin (hereafter, "Dubin") including 18-02012 also filed by Kane. (See **Exhibit 1.**) This Complaint is against Tamm, who served as counsel for U.S. Trustee Howard Hu (hereafter, "Hu") in Horowitz's bankruptcy case. In that case, Kane presented as a secured, albeit neglected creditor, and was denied due process and fair treatment by Tamm and Hu.

Consequently, this Complaint is brought pursuant to the Hawaii Revised Statutes ("HRS") §84-14(a)(1)(2); 84-13(2) for alleged conflicting interests, wrongful administrative actions, unfair treatment of the Complainants, ethics rules violations, defiance of public duty doctrine, neglect of the Hawaii Rules of Judicial Conduct, and misprision of felony. These matters compel Tamm to recuse himself from further matters involving the Complainants, Dubin, Sulla, and Whittaker and the ODC.

By this Complaint and constructive Notice, Tamm is required to defend his actions, and in the interest of society and the judiciary, to resign his office immediately. The clear and convincing evidence shown herein charges Tamm with aiding-and-abetting by willful blindness the alleged racketeering enterprise of lawyers Dubin, Sulla, and Whittaker, and influencing wrongdoings by Hu and Judge Robert Faris in two bankruptcy cases involving the Complainants (i.e., BK 16-00239 and Adv. Proc. 16-90015).

I. Introduction

The aforementioned intertwined cases derive from Complainant Horowitz's 2004 Big Island of Hawaii subject property purchase (hereafter, the "Property") and foreclosure case Civ. No. 05-1-0196 (hereafter, "0196"), in the Third Circuit Court that was decided in Horowitz's favor following a jury trial in 2008. Horowitz and his Royal Bloodline of David ministry (hereafter, "Royal") *prevailed in defeating foreclosure* brought by the Seller/Mortgagee, Cecil Loran Lee (hereafter, "Lee")(Horowitz was/is the "body corporate" of Royal under Hawaii law; and both Horowitz and Royal maintain identical claims and interests. Royal is legally considered to be "winding up" its interests at the present time, thus maintains interests in this action.) (See **Exhibit 2.**)

The trial court learned Lee was a convicted drug trafficker and predicate felon who defrauded Horowitz and Royal when selling the Property. The sale was a fraudulent transfer to evade a federal lien and previously defrauded buyers. The jury awarded Horowitz et. al., approximately \$201,000.00

and denied foreclosure. That case made Seller Lee and his successors-in-interest, including Sulla and Sulla's presumed "clients" judgment debtors to Horowitz et. al.

Later, in 2009, Sulla suddenly appeared in the 0196 action purportedly representing Lee's "nephew"—a judgment proof drifter named Jason Hester (hereafter, "Hester"). By filing fraudulent paperwork with the State, Sulla instantly turned Lee's and Hester's judgment debt to Horowitz into a credit for Sulla's enterprise. Sulla's aim was to convert the Property by any means.

Five months after Horowitz paid in full the Mortgage and Note and demanded the Release of Mortgage (repeatedly evaded), on May 15, 2009, Sulla conveyed Lee's interests to a sham not-yet-legally-existing "church." On May 26 and May 28, 2009, Sulla registered "Hester's" new religious entity with the State of Hawaii Department of Commerce and Consumer Affairs ("DCCA") as THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS (hereafter, "GOB"). Sulla then substituted GOB for Lee in the 0196 case. Sulla appeared without filing a notice of appearance. Sulla then evaded/neglected: (a) the 0196 foreclosure denied final judgment(s); (b) res judicata doctrine; (c) appellate court proceedings filed by Horowitz to obtain deficient awards, fees and costs; (d) Hester's and GOB's judgment debt to Horowitz; (e) all the payments-in-full Horowitz had made to pay off the Mortgage and Note by February 27, 2009; and (f) Horowitz's notices to release the Mortgage as required by law.

On May 15, 2009, Sulla administered two fraudulent assignments of Lee's interests. Sulla administered an "Assignment of Mortgage" and "Assignment of Note" purportedly on behalf of the dying Lee in favor of GOB and Hester. Sulla caused these securities to be fraudulently transferred to GOB to presumably secure "Hester's" interests. Then, in March-April, 2009, Sulla took a second (and wrongful) bite at the foreclosure apple. This time Sulla foreclosed non-judicially. Sulla claimed in writing that the entire void and paid off Mortgage debt was still valid and owed. Sulla justified this position and non-judicial action by claiming a \$200K vacated jury award still under appeal in CAAP 16-0000162 somehow gave GOB the right to claim the full amount of the Mortgage was still owed and Horowitz was in default. Later it was learned that: (1) GOB's Articles of Incorporation filed by Sulla were forged using a photocopied signature of Lee, as well as "altered" dates and page numbers according to sworn expert analysis; (2) Hester was not Lee's "nephew" but a homeless drifter; (3) Sulla's registered address for GOB was fraudulent. The owner of that address denied GOB ever held a meeting there or had permission to use his address; (4) in 2016, Sulla got Hester to assign GOB's interests in the Property to Sulla, justified by Sulla's claimed legal fees that Hester

could not afford to pay; (5) in 2016, Sulla caused Hester to “sell” the Property and transfer title to Sulla’s own company, named Halai Heights LLC, (hereafter, “HHLLC”); (6) in 2016 Sulla filed with the Hawaii Bureau of Conveyances Hester’s “warranty deed” to HHLLC; and later in 2017, Sulla purportedly “loaned” \$150,000 to HHLLC secured by *prima facie forgery*. That public record shows *Sulla misappropriated Horowitz’s adjacent lot land description*, swapping Horowitz’s valuable neighboring land (never even foreclosed) for a low-value landlocked portion of the Property; and (7) in February 2018, County of Hawaii officials discovered Sulla’s prima facie forgery and voided Hester’s warranty deed to Sulla/HHLLC. This government action left Horowitz with the only valid warranty deed to the Property and proves beyond any doubt that Horowitz’s estate was erroneously and wrongfully administered by bankruptcy Trustee Hu under Tamm’s counsel, effectively aiding-and-abetting by willful blindness Sulla’s conversion of the Property and the Complainants’ ejectment therefrom.

II. Factual Background

1. Sulla’s aforementioned actions damaged Horowitz financially, and caused Royal’s insolvency, dissolution, and Horowitz’s filing for bankruptcy in 2016.
2. Between March 9, 2016 and September 19, 2016, Complainant Horowitz proceeded under Chapter 13 for bankruptcy protection in BK 16-00239 against Sulla, Sulla’s co-counsel, Whittaker, and other agents furthering Sulla’s conversion scheme and alleged racketeering enterprise.
3. Horowitz and his creditor Kane filed claims in the bankruptcy court’s adversarial proceeding (Adv. Proc. 16-90015) for damages to compensate creditors Kane and Royal’s attorney Margaret Wille for services rendered to Horowitz and Royal.
4. By law, all of Horowitz’s Property, real and personal, including the contested Property that Sulla claimed was “Hester’s”, went to the federal receivership controlled by Respondent Tamm’s client—U.S. Bankruptcy Court Trustee Hu.
5. Under federal protections in bankruptcy laws 11 U.S.C. §§ 548, 550 and 551, Hu and Tamm were to have conducted an inquiry reasonable into Sulla’s, Hester’s and Whittaker’s aforementioned actions to “avoid any [felonious] transfer (including any transfer to or for the benefit of an insider [such as Sulla] under an employment contract [purportedly with Hester and Whittaker]) of an interest of the debtor in [the P]roperty.” (§ 548(a)(1) applied directly to Sulla’s fraudulent transfers of Horowitz’s Property.)

6. Under 11 U.S.C. § 550 “the trustee may recover, for the benefit of the estate, the property transferred” by Sulla. This law was disregarded by Tamm, Hu and Judge Robert Faris.
7. Under 11 U.S.C. § 551, Hu and Tamm were to have “preserved for the benefit of the estate” Horowitz’s Property in favor of Horowitz’s creditors, Kane and Wille. This law too was neglected with scienter in favor of Sulla, after Horowitz brought these matters to the court’s attention.
8. Rather than dutifully doing an “inquiry reasonable” into the prima facie evidence of Sulla’s aforementioned wrongdoings, during the course of the bankruptcy proceedings Hu and Tamm aided-and-abetted by willful blindness and/or direct complicity Sulla’s conversion scheme resulting in the Complainants’ ejectment from the Property and Sulla’s conversion and current possession. Judge Faris excused his inaction by “discretionary abstention.”
9. Quoting from Horowitz’s September 26, 2016 filing of “Memorandum in Support of Motion for Reconsideration, Removal, or Leave to Appeal,” in which Horowitz requested “damages and remedies” required by law:

Precedents apply here as in *Kekona v. Bornemann*, 305 P. 3d 474 - Haw: Intermediate Court of Appeals 2013, for “unwinding the transfer[s] and awarding compensatory and punitive damages against [Sulla],” (as also ruled in *Bank of Hawaii*). The Debtor’s damages and \$3900 in legal fees must be compensated for Sulla breaking laws, violating the Stay, defying his disqualification Order, and misrepresenting and neglecting the outcomes of several State cases, while purposely neglecting/concealing Sulla’s own conflicting interests in the Property. The Debtor needs to be made whole from Sulla’s illegal transfers requiring the Trustee’s remedial actions and avoidance pursuant to HRS 651C, 11 U.S.C. §§ 548, 550 and 551, 18 U.S.C. § 3771(d)(1) and 42 U.S.C. § 1981(a) and (c).

III. Supplemental Facts Pursuant to Lawyers Zamber, Sulla, Dubin, and Whittaker’s Actions in the Alleged Criminal Enterprise

- 10) Horowitz et. al. came to know Sulla and Dubin initially by referral from fellow Big Island lawyer, Gary Zamber (hereafter, “Zamber”). Zamber directed Horowitz on February 4, 2008, pursuant to Lee’s “0196” foreclosure case to obtain Sulla’s counsel (against previously disciplined attorney, Dan O’Phelan). Zamber stated, “Paul Sulla is another very excellent attorney in matters of real estate and tax etc . . . I have worked w/him on certain cases in the past as well.” (See: **Exhibit 3.**)

11) Zamber never informed Horowitz that he worked at that time with Sulla in the same office building. Nor did Zamber state that he, Sulla, and Sulla's wife, were business partners in a large real estate enterprise. Horowitz alleges this Sulla-directed enterprise is involved in real estate fraud, tax evasion, and drug money laundering. **Exhibit 4** evidences public records showing Jamie A. Wallace-Sulla, Paul Sulla's wife, the trustee of "Faithful Enterprises" and Zamber the trustee of "Grateful Trust" transacted money and property with "owner" Sulla. **Exhibit 5** shows Sulla's administration of a warranty deed from "Grantor" Zamber conveyed to Sulla's wife on September 15, 2008.

12) On March 23, 2010, without disclosing conflicting interest with Sulla, Zamber referred Horowitz to attorney Gary Dubin (hereafter, "Dubin") to presumably stop Sulla's non-judicial foreclosure on Horowitz's Property. **Exhibit 6** records Zamber's referral to Dubin that caused the Complainants to be repeatedly "ripped off" by Dubin in favor of Sulla. "Gary Dubin, Oahu, is excellent I hear. He has been handling lots of foreclosure types of cases, . . ." Zamber wrote Horowitz.

13) On-or-about March 31, 2010, the Complainants paid Dubin a \$6,000 retainer expressly to stop Sulla's non-judicial foreclosure auction scheduled for April 20, 2010. **Exhibit 7** shows a copy of the payment check. For this payment, Dubin pledged to file in court to block Sulla's auction/sale. (This express commission is proven by e-mail correspondence between the Complainants and Dubin available on request.) Dubin's pledged defense was based on the 0196 *foreclosure denied* ruling and ongoing appeal, claims of deficiency judgment in Horowitz's favor, and timely payments in full on the Note. **Exhibit 8** shows Dubin reassuring the Complainants on April 11, 2010. "I am oiling the tanks, but have not received any files yet from John Carroll." **Exhibit 9** records Dubin's advisement in a conversation with Kane on April 13, 2010. The subject heading states in bold **"DATE 20th, NEXT TUES. INJUNCTION DATE FORECLOSURE AUCTION.** Dubin instructed the Complainants to "relax" and pledged to file in court paperwork to enjoin Sulla's sale.

14) Dubin breached his contract, filed nothing for that \$6,000 payment. Dubin simply permitted Sulla's auction/sale to proceed unchallenged. Dubin later justified his inaction by stating, "Don't worry, possession is nine-tenths of the law."

15) On June 21, 2011, Sulla challenged the Complainants' possession of the Property in ejectment action Civ. No. 3RC-11-1-662. Dubin then extorted another \$19,262.82 payment from the Complainants stating on July 5, 2011 that "Law isn't about justice, it's about *leverage*." This

statement by Dubin was recorded by Horowitz in an e-mail to Dubin on July 13, 2011. (See **Exhibit 10**). This **Exhibit 10** records facts chronicled July thru Sept, 2011 in correspondence between Horowitz, Dubin and Dubin's subordinate lawyer, Benjamin Brower (hereafter, "Brower"). Dubin had claimed his firm was the only competent law firm to oppose Sulla's conversion scheme.

16) **Exhibit 11** shows the "DUBIN LAW OFFICES 2011 LEGAL SERVICES AGREEMENT" that Dubin hoodwinked Horowitz into signing on July 5, 2011. **Exhibit 12** shows the Complainants' payment of \$19,262.82 to Dubin Law Offices on July 5, 2011 by credit card.

17) A week later, on July 13, 2011, Dubin screamed at Horowitz (in all caps) "PAUL SULLA CALLED ME. HE IS OF COURSE ABSOLUTELY FURIOUS" responding to an article that Horowitz published exposing Sulla's documented malpractices. **Exhibit 13** records Dubin threatening Horowitz to censor the doctor's media publications. Dubin warned, Sulla will "DRAG YOU INTO EXPENSIVE LIBEL LAWSUITS" and is "GOING TO TURN THE JUDICIARY AGAINST YOU AND HINDER OUR EFFORTS TO PROTECT YOUR PROPERTY." Sulla then promptly filed a SLAPP lawsuit on July 20, 2012, falsely claiming defamation in Civ. No. 12-1-0417. That case was dismissed on August 28, 2014, after Judge Elizabeth Strance realized Horowitz and Kane had published nothing but the truth.

18) **Exhibit 10** also evidences Horowitz's awakening to Dubin and Brower's private conferences with Sulla on how to delay (and defraud) Horowitz, expressly disregarding Horowitz's repeated instruction NEVER to negotiate with Sulla on any matter, given Sulla's aforementioned pattern and practices in white collar organized crimes. Despite this repeated express instruction from Horowitz, Dubin and Brower had a meeting-of-the-minds with Sulla to conceal Sulla's history of involvement in the 0196 case, claim Sulla was "new to the case," and contrived delays to damage and distress the Complainants in favor of converting their money and Property through the defrauded court(s).

19) Dubin and Brower justified their discussions with Sulla against Horowitz's instruction, and also caused damaging delays by filing untimely a *defective motion to dismiss* Sulla's ejectment case, Civ. No. 3RC-11-1-662. Dubin and Brower's *untimely and false filing* contained the *wrong deed raising a question of fact in title* (as explained below in paragraph 21). This contrived "error" supported Sulla's *abuse of process* and *malicious prosecution* in that case. The contrived delay bled Horowitz/Royal of more money. This mischief directly caused Royal's insolvency. Horowitz's bankruptcy followed several more malicious prosecutions and similar false filings by Sulla.

20) In Horowitz's e-mail to Dubin in **Exhibit 10** sent September 23, 2011, Horowitz balked at Sulla's scheme aided-and-abetted by Dubin/Brower to cause an outrageous and contrived delay. "It was to be a simple dismissal hearing?" Horowitz wrote knowing as Dubin and Brower did that the disputed title precluded the jurisdiction of that lower (state district) court. "Did Ben get the Motion to Dismiss filed in time?" Horowitz asked.

21) No. Dubin/Brower did not file the Motion to Dismiss timely. And even worse and more revealing of these lawyers conspiring with Sulla to convert Horowitz Property, Dubin/Brower *swapped Horowitz/Royal's Warranty Deed in that filing with the exact wrong warranty deed that Sulla similarly swapped in public records to acquire more land by forgery and fraud*. Sulla abused the same *wrong warranty deed* in his conversion scheme that was later discovered and voided by the County of Hawaii. **Exhibit 14** records Brower's untimely erroneous Motion to Dismiss that contained the wrong warranty deed subverting a prompt dismissal and imposing further costly proceedings. **Exhibit 15** shows Sulla's forged warranty deed that contains the same *wrong* land description that Sulla misappropriated from the County of Hawaii's grant to Royal/Horowitz in 2005. Brower erroneously attached this same deed to his untimely filing. The County of Hawaii later voided Sulla's falsified warranty deed. **Exhibit 16** shows the County of Hawaii's February 13, 2010 notice to Sulla voiding "Hester's" Property transfer to Sulla's HHLLC. Brower's obvious "error" matches Sulla's "error" and compounds evidence of Dubin/Brower working with Sulla to damage Horowitz financially and convert Horowitz's Property.

22) On September 29, 2012, exasperated by Horowitz's discoveries, strong objections, online publications exposing the fraud and alleged crimes, supplemented by Horowitz's lawsuit filed in federal court naming Dubin and Sulla as co-defendants, Dubin e-mailed Horowitz falsely threatening the doctor stating he would "unfortunately certainly find out if you try to retain anyone else in this legal community" that no lawyer would ever take Horowitz's case(s) again. This was disproven by Margaret Wille having taken on Horowitz/Royal's case(s).

IV. Procedural Facts: Sulla's Claim in Bankruptcy, Tamm's Actions Therein and at the ODC

23) Horowitz's 2016 bankruptcy was caused by the aforementioned history wherein Tamm represented U.S. Trustee Hu administering Horowitz's Property presumably on behalf of the doctor's two legitimate creditors, Kane and Wille. Kane owns a share of the Property and was owed approximately \$225,000. Unsecured creditor Wille was owed approximately \$165,000 for legal services. *Contested* alleged creditors "Paul J. Sulla, Jr. and Paul J. Sulla, III"—Sulla and his son—

falsely alleged on 6/1/16 that they had a perfected “secured” lien on the Property for “\$9,000.” That claim was *false* given Sulla’s attached proof did not show a court-perfected *secured* interest of \$7,894.60; nor any required interest payments affirmed by judgment that could justify Sulla’s claim to have a “secured” \$9,000 interest in Horowitz’s Property. See **Exhibit 17**.

24) Nevertheless during the bankruptcy, Tamm and Hu proceeded as though Sulla was the only bonafide creditor, and grossly misrepresented the value of the Property and viability of Horowitz’s reorganization plan burdened exclusively by Sulla’s actions. Horowitz objected “venomously” to the alleged malicious prosecutions, false filings with the state and courts, restraint of trade, fraudulent transfers of the slandered title, etc. Horowitz sought relief and the avoidance of Sulla transferring the Property to Sulla’s HHLLC through Hester under the bankruptcy laws 11 U.S.C. §§ 548, 550 and 551, inter alia. This remedial action was also reasonably expected of the government following its own laws, including Misprision of felony statute, 18 U.S.C. §4.

25) Tamm neglected these laws and his duties. For example, on September 9, 2016, Tamm filed in the bankruptcy case (16-BL-00239) “MEMORANDUM IN SUPPORT OF STANDING TRUSTEE’S OBJECTION TO CONFIRMATION OF DEBTOR’S SECOND AMENDED PLAN [RE: DKT. #115] AND MOTION TO DISMISS” (**Exhibit 18**) containing the following statements evidenced to be false. Tamm’s and Hu’s aim was to gain dismissal favoring Sulla by pleading falsely as follows:

a) “The recently amended schedules demonstrates that Debtor has sufficient assets to pay his creditors in full, with interest; yet he only offers to pay a fraction of that amount.” (p. 2, **Exhibit 18**) That statement neglected Horowitz’s pleading that the only way he could afford to pay his creditors was by avoiding the fraudulent transfers Sulla had committed, thereby permitting the planned commercial use of the Property;

b) “Further, the record supports a finding that Debtor has seriously understated the value of both his real and personal assets. Additionally, Debtor has failed to commit to the plan his full disposable income, and continues to attempt to impermissibly force special plan provisions on his creditors.” Hu and Tamm presented no substantive evidence to prove this allegation. Nearly all of Horowitz’s “real and personal assets” were on or in the subject Property being stolen by Sulla. (p. 2, **Exhibit 18**)

c) “the history of this case demonstrates that the delays occasioned by Debtor’s failings are prejudicial to creditors.” (pp. 2-3, **Exhibit 18**) The only objecting creditor was Sulla.

d) “From what can be gleaned from the petition, schedules, plan and papers in the related adversary [case], the primary and overriding purpose of this bankruptcy case was to reverse a long

string of losses in the state courts, regarding the foreclosure or contested ownership of disputed property on the island of Hawai‘i. See: Memorandum Decision, 16-90015, Dkt. #104.

This was the GROSSEST OF LIES. Horowitz/Royal had prevailed in the res case, Civ. No. 05-1-0196 wherein foreclosure was denied following a jury trial. Horowitz prevailed against Sulla’s SLAPP lawsuit, Civ. No. 12-1-0417. Horowitz prevailed against Sulla’s ejectment action Civ. No. 3RC-11-1-662 in 2012, and Horowitz prevailed again in Sulla’s second ejectment action maliciously filed and prosecuted in the same “wrong court” lacking jurisdiction over title disputes.

The only case Horowitz did not win is still under appeal, Civ. No. 14-1-0304. And that appeal ICA CAAP 16-0000163 has been joined with the res case appeal, 16-0000162, the outcome of which determines the amount of money Lee’s successors-in-interest owe Horowitz!

Tamm continued his perjury on behalf of Sulla, “In this regard, Debtor has lost that fight in that this court granted relief from the automatic stay as to property situate at 13-775 Pahoia Kalapana Road, Pahoia Hawai‘i 96778 (TMK (3) 1-3-001:0049 and 0043), and was subsequently evicted by the state sheriff.² Dkt. #32.” (p. 3, **Exhibit 18**)

That statement proves that Tamm and Hu, via Judge Faris, aided-and-abetted by willful blindness, omissions, misrepresentations, and fraud, Sulla’s conversion of the Property and the Complainants ejectment from the Property that took place during the bankruptcy proceedings.

e) Debtor’s most recent amended schedules (dkt. #114) indicates that his estate is valued at \$6,708,900. *Id.*, at 47. Yet, none of this property has been identified as exempt.³ *Id.*, at 24-25.” Tamm’s misrepresentation here omits the fact that the Property was not “identified as exempt” because it was being criminally converted by Sulla at that time.

“Therefore, under the 11 U.S.C. § 1325(a)(4) ‘best interests of creditors test,’” Tamm continued, “Debtor must propose a plan that pays claims up to \$6,708,900 in value.” A totally absurd statement given the fact that the total claimed debt by creditors was approximately \$400,000; and Sulla was stealing the Property in which Horowitz invested or lost more than \$6 million.

f) Referencing a neighboring lot, Tamm wrote, “It is also highly suspicious that this property was purchased in 2004 for \$175,000, and could now only be worth \$21,500. See: Warranty Deed, recorded March 17, 2004, BOC Doc. #2004-054153.” (p. 5, footnote 4. **Exhibit 18**) Tamm contrived his suspicions, because Sulla’s conversion blocked access to that neighboring property. What is a landlocked parcel that cannot be accessed, residentially used, or commercially enjoyed, worth? Arguably nothing! That’s why Horowitz appraised it according to the tax assessment.

26) Judge Faris favored Tamm's and Hu's fraud upon the court, and dismissed Horowitz's bankruptcy and adversary proceeding.

27) In response, on September 26, 2016, Horowitz filed a complaint against Tamm and Hu with the Executive Office for U.S. Trustees in Washington, DC stating as follows:

[P]ursuant to Misprision of felony law 18 U.S.C. § 4, the Trustee is compelled, "having knowledge of the actual commission of a felony cognizable by a court of the United States" to "make known the same to" the Judge. Mr. Hu and Mr. Tamm neglected to do so; requiring the remedy and disciplinary action provided in § 4 that the Trustee "shall be fined under this title or imprisoned not more than three years, or both." *In re Cochise College Park, Inc.*, the Ninth Circuit held that a trustee was subject to personal liability not only for intentional acts, but also for negligently violating his statutorily-imposed duties. *See McCullough, supra* note 1, at 179 (*citing* Hall v. Perry (*In re Cochise College Park, Inc.*), 703 F.2d 1339, 1357 (9th Cir. 1983)). To date, the Trustee has grossly neglected the prima facie evidence of Sulla's aforementioned fraud and crimes that were repeatedly made known to the Trustee. Furthermore, Trustee Hu has neglected his duty under 11 U.S.C. §§ 541, 548 and 550, to secure the Debtor's estate to fairly compensate valid creditors. (**Exhibit 19**)

28) Subsequently, on August 21, 2018, Kane filed ODC Complaint No. 18-02012 against Gary Dubin; and on August 27, 2018, ODC responded by noticing Kane to submit additional separate complaints against "two or more attorneys" associated with the initial complaint. (**Exhibit 20**)

29) Accordingly, on September 18, 2018, Kane submitted a Complaint against Sulla (18-0258; **Exhibit 21**) attaching thirty-six (36) exhibits proving by clear and convincing evidence Sulla's pattern and practice of forging documents for converting the Property. These exhibits included new prima facie evidence of Sulla's forged warranty deed to the subject Property discovered and voided by the County of Hawaii on February 13, 2018, leaving Horowitz's Warranty Deed the only valid title to the Property that Tamm, Hu and Faris aided-and-abetted Sulla to convert and possess.

30) At the same time, Kane submitted her Complaint against Whittaker (18-0259), including 49 pages of evidentiary exhibits proving by clear and convincing evidence that Sulla *bribed* Whittaker to conceal Sulla's real party interests in the quiet title case (Civ. No. 14-0304). Tamm and Hu exclusively recognized this case and recklessly neglected the 0196 case decided in Sulla's disfavor in order to back Sulla's criminal conversion scheme.

31) Kane's first exhibit evidences bribery of Whittaker by Sulla. More evidence comes with the "doctrine of impossibility." Hester could not pay Sulla's fees, and was in debt to Sulla beginning in 2010, and also when Sulla was disqualified from representing "sham plaintiff" Hester. Magistrate Richard Puglisi disqualified Sulla on January 5, 2015 in the 0304 quiet title case. Sulla was ruled a

required witness at trial. Kane's 2nd Exhibit proves Whittaker appeared on January 16, 2015 to replace Sulla. It is impossible for Hester—a homeless drifter and pauper still owing Sulla purportedly hundreds-of-thousands of dollars in unpaid legal fees to have retained high priced attorney Whittaker in *eleven (11) days*. The only reasonable conclusion, corroborated by the aforementioned evidence of Sulla's real party interests and exclusive financing of Hester and Sulla's scheme, is that Sulla *bribed* Whittaker to appear and influence the court to deprive Horowitz of any trial on the merits in which Sulla would be called as a witness.

32) On November 27, 2018, "Disciplinary Investigator" Andrea R. Sink responded to Kane's Complaint against Dubin (18-0212) by requesting additional information. (**Exhibit 1(c)**)

33) On that same date, 11-27-18, "Executive Director" Tamm sent Kane two form letters dismissing her ODC Complaints against Sulla (18-0258) and Whittaker (18-0259), falsely claiming "Following a careful review of your complaint, we have determined that no actionable ethical violation has been demonstrated to warrant further investigation, and following review of our initial determination by a member of the Disciplinary Board of the Hawai'i Supreme Court appointed to review our recommendations, we have been authorized to close this matter." (See: **Exhibits 1(a) and 1(b).**)

34) Given the sufficiency of evidence provided by Kane controverting Tamm's notices, the absence of any signatures other than Tamm's on the dismissals, and Tamm's aforementioned unfair treatment of Horowitz favoring Sulla in the bankruptcy cases, the Complainants were moved to file this Complaint.

V. Standards of Review

A. 1978 Hawaii Constitutional Convention, p 566-67.

"[Y]our Committee also rejects the amendment which would specifically exclude judges and justices under this section. Instead, your Committee concurs with the view expressed in Standing Committee Report No. 44 of the 1968 Constitutional Convention which states in part: "It was the decision of your Committee that the judiciary should not be given specific exemption in the Constitution. However, this does not preclude the legislature from recognizing the sufficiency of the judicial canons of ethics." The committee believes that the legislature's residual powers in the area of ethics provisions for judges should be maintained as a precautionary measure while at the same time concurring with the current statutory exemption of judges and justices. Members of your Committee expressed concern that the present judicial canons of ethics do not include [financial] disclosure requirements. However, your Committee concurs with the chief justice in the belief that, in deference to separation of powers, specific disclosure requirements for judges should not be included as part of this section. Instead, this concern will be transmitted to the Judiciary Committee of this Convention."

B. HAWAII REVISÉD CODE OF JUDICIAL CONDUCT (“HRCJC” Definitions include):

“**Appearance of impropriety**” means conduct that reasonable minds, with knowledge of all the relevant circumstances, would perceive as materially impairing the judge’s independence, integrity, impartiality, temperament, or fitness to fulfill the duties of judicial office. See Canon 1 and Rule 1.2.

“**Appropriate authority**” means the entity having responsibility for initiation of a disciplinary process in connection with a reported violation. See Rule 2.15

“**Economic interest**” means ownership of more than a de minimis legal or equitable interest or a relationship as officer, director, advisor, or other active participant in the affairs of a party. Except for situations in which the judge participates in the management of such a legal or equitable interest, or the interest could be substantially affected by the outcome of a proceeding before a judge, . . .

“**Impartial,**” “**impartiality,**” and “**impartially**” mean absence of bias or prejudice in favor of, or against, particular parties or classes of parties, as well as maintenance of an open mind in considering issues that come or may come before a judge. See Canons 1, 2, and 4, and Rules 1.2, 2.2, 2.10, 2.11, 2.13, 3.1, 3.12, 3.13, and 4.1.

“**Independence**” means a judge’s freedom from influence or controls other than those established by law. See Canons 1 and 4, and Rules 1.2, 3.1, 3.12, and 3.13.

“**Integrity**” means probity, fairness, honesty, uprightness, and soundness of character. See Canons 1 and 4, and Rule 1.2, 3.1, 3.12, and 3.13.

I. APPLICABILITY OF THIS CODE

. . . (b) A judge, within the meaning of this Code, is anyone who performs judicial functions, including an officer such as a master or referee, but not including an arbitrator or mediator. However, with respect to a master or referee, the determination of which specific Code provisions apply to an individual judicial officer depends upon the facts of the particular judicial service.

COMMENT:

[1] The Rules in this Code have been formulated to address the ethical obligations of any person who serves a judicial function and are premised upon the supposition that a uniform system of ethical principles should apply to all those authorized to perform judicial functions.

[2] The determination of which category and, accordingly, which specific Rules apply to an individual judicial officer, depends upon the facts of the particular judicial service.

Rule 1.1. COMPLIANCE WITH THE LAW

A judge shall comply with the law,* including the Hawaii’s Revised Code of Judicial Conduct.

Rule 1.2. PROMOTING CONFIDENCE IN THE JUDICIARY

A judge shall act at all times in a manner that promotes public confidence in the independence,* integrity,* and impartiality* of the judiciary and shall avoid impropriety* and the appearance of impropriety.*

COMMENT:

[1] Public confidence in the judiciary is eroded by improper conduct and conduct that creates the appearance of impropriety. This principle applies to both the professional and personal conduct of a judge.

[2] A judge should expect to be the subject of public scrutiny that might be viewed as burdensome if applied to other citizens and must accept the restrictions imposed by the Code.

[3] Conduct that compromises or appears to compromise the independence, integrity, and impartiality of a judge undermines public confidence in the judiciary. Because it is not practicable to list all such conduct, the Rule is necessarily cast in general terms.

[4] Judges should participate in activities that promote ethical conduct among judges and lawyers, support professionalism within the judiciary and the legal profession, and promote access to justice for all.

[5] Actual improprieties include violations of law, court rules, or provisions of this Code. . . .

C. HRS §84-13 Fair treatment (in relevant parts states): No . . . employee shall use or attempt to use the . . . employee's official position to secure or grant unwarranted privileges, exemptions, advantages, contracts, or treatment, for oneself or others; including but not limited to the following: . . .

(2) Accepting, receiving, or soliciting compensation or other consideration for the performance of the . . . employee's official duties or responsibilities except as provided by law.

(3) Using state time, equipment or other facilities for private business purposes.

(4) Soliciting, selling, or otherwise engaging in a substantial financial transaction with a . . . person or business whom the . . . employee inspects . . . in the . . . employee's official capacity.

D. HRS §84-14 Conflicts of interests [states:] (a) No employee shall take any official action directly affecting:

(1) A business or other undertaking in which the employee has a substantial financial interest; or

(2) A private undertaking in which the employee is engaged as legal counsel, advisor, consultant, representative, or other agency capacity.

E. Hawaii State Ethics Commission Requirements in "DISCLOSURE OF FINANCIAL INTERESTS BY STATE EMPLOYEES AND MEMBERS OF STATE BOARDS & COMMISSIONS" that states in relevant part: "WHEN DO I FILE? New Filers: Within 30 days of being . . . appointed to your state position."

F. 18 U.S.C. § 666 – Theft or bribery concerning programs receiving Federal funds,

applies given the fact State of Hawaii and local judiciary receives substantial federal funding, This law states in relevant part(s):

(a) Whoever, . . . — (1) being an agent of an organization, or of a State, . . . government, or any agency thereof— . . .

(2) corruptly gives, offers, or agrees to give anything of value to any person, with intent to influence or reward an agent of an organization or of a State . . . government, or any agency thereof, in connection with any business, transaction, or series of transactions of such organization, government, or agency involving anything of value of \$5,000 or more; shall be fined under this title, imprisoned not more than 10 years, or both.

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

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

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

H. “Aiding and Abetting” standard in fraud and crime cases is discussed in *Fraternity Fund v. BEACON HILL ASSET MANAGEMENT*, 479 F. Supp. 2d 349 - Dist. Court, SD New York 2007; See also: *United States v. Bakal*, 20 Fed.Appx. 37, 42 (2d Cir.2001) (conscious avoidance theory of knowledge not *per se* inapplicable to specific intent crimes like aiding and abetting); *cf. United States v. Samaria*, 239 F.3d 228 (2d Cir.2001) (conscious avoidance can establish knowledge of criminal endeavors, although not specific intent to participate in substantive crimes, for purposes of general aiding and abetting statute, 18 U.S.C. § 2).” Relatedly:

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

VI. Argument

A. The available state forums do not comport with the Hawaii State Legislature's intent expressed in the State's Code of Ethics pursuant to judicial accountability.

Prior to addressing the Respondent's alleged wrongdoings, a threshold matter of the Supreme Court of Hawaii's authority to hear and decide this matter involving one of its own, ODC Executive Director Tamm, is raised by the State's 1978 Code of Ethics. This existing balance of powers provision states in relevant part:

"It was the decision of your Committee that the judiciary should not be given specific exemption in the Constitution. However, this does not preclude the legislature from recognizing the sufficiency of the judicial canons of ethics." The committee believes that the legislature's residual powers in the area of ethics provisions for judges should be maintained as a precautionary measure while at the same time concurring with the current statutory exemption of judges and justices. Members of your Committee expressed concern that the present judicial canons of ethics do not include [financial] disclosure requirements [revealing conflicting interests]."

This Code of Ethics Committee's legislative decision raises several questions in this case absent a legislatively-authorized administrative board that is jurisdictionally-empowered to hear this kind of Complaint charging "brother Tamm" with ethics violations, torts and crimes. Fact-finders and remedy-makers in this case *arbitrarily assemble without official jurisdiction, and do so in private*. These circumstances give the clear impression of administrative impropriety. Shall we "just make it up as we go along?" Tamm, Hu, Dubin and Sulla have modeled such misbehavior. Should their damaging impositions upon the Complainants and society be extended here without legal jurisdiction?

In other words, the State Supreme Court, Ethics Commission, and Commission on Judicial Conduct, each under the presumed sole oversight and discretion of Chief Justice Recktenwald, oversteps its legal authority to prosecute complaints against judicial appointees. These circumstances undermine the legislative and executive balance of powers. Action here by justice officials without jurisdiction would be un-Constitutional and un-American.

Furthermore, any determination(s) made by officials privately (without a public hearing) violates the State's Sunshine Law Compliance Criteria (that provides for transparency.)¹ The only

¹ **§92-1 Declaration of policy and intent.** In a democracy, the people are vested with the ultimate decision-making power. Governmental agencies exist to aid the people in the formation and conduct of public policy. Opening up the governmental processes to public scrutiny and participation is the only viable and reasonable method of protecting the public's interest. Therefore, the legislature declares that it is the policy of this State that the formation and conduct of public policy - the discussions, deliberations,

reasonable remedy here requires an open hearing. Why should Hawaii citizens be deprived of readily available participatory government?²

Alternatively, by not complying with the legislative intent of the Code of Ethics and HRS §92-1 in formally-establishing an authorized body to openly hear and decide matters involving judicial officers and judges, HRCJC Rules 1.1 and 1.2 are also violated.

This observation and allegation of endemic judicial malfeasance in Hawaii is corroborated by the 2016 case study published by the Brennan Center for Justice at New York University School of Law.³ The study found Hawaii the only state in America administering a “Judicial Selection System” that “appears to largely insulate judges,” from political, executive, and public scrutiny. Any judicial wrongdoing in Hawaii is swept under the carpet when “poorly-performing judges” are forewarned that their terms will not be renewed. This unique policy imposes falsely perceived “retirement” as an alternative to dishonorable discharge. In this case involving Tamm, and alleging public corruption concealed by Tamm favoring Dubin, Sulla, Whittaker, and their judicial enterprise, the bulk of this wrongdoing sources from the Third Circuit Chief Justice and “Drug Court” administrator, Ronald Ibarra, who speciously “retired” after administering the injustices discussed below.

B. Tamm’s action defy HRS §84-13 Fair treatment law.

Tamm’s actions defy HRS §84-13 Fair treatment law, and the ODC’s ongoing investigation of Gary Dubin. This combination of wrongdoing gives the impression of *public corruption*.

The ODC-requested and received Kane’s “separate complaints” against Sulla (18-0258) and Whittaker (18-0259) because they are intertwined with the initial complaint against Dubin (18-02012). **(Exhibits 19)**

decisions, and action of governmental agencies - shall be conducted as openly as possible. To implement this policy the legislature declares that: (1) It is the intent of this part to protect the people's right to know; (2) The provisions requiring open meetings shall be liberally construed; and (3) The provisions providing for exceptions to the open meeting requirements shall be strictly construed against closed meetings. [L 1975, c 166, pt of §1]

² Given the high social interest in judicial reform and ongoing federal investigations into Hawaii public corruption, such a hearing must be *televised* to best comport with HRS §92-1. This idea, process, and remedy for transparency is not new. For decades popular “court shows” and televised competitions have modeled using toll-free call-in and online voting involving citizens.

³ Cutting C. The Aloha State: A Model for Selecting Judges? *Brennan Center for Justice*. Sept. 6, 2016. Online at: https://www.brennancenter.org/sites/default/files/blog/Judicial_Retention_in_Hawaii-A_Case_Study.pdf

HRS §84-13 Fair treatment law precluded Tamm from *“us[ing] or attempt[ing] to use the . . . employee’s official position to secure or grant unwarranted privileges, exemptions, advantages, contracts, or treatment, for oneself or others.”*

Tamm’s dismissal notices of the Sulla and Whittaker complaints also violated HRS §710-1076 “Tampering with physical evidence” law, sections (1)(a) and (b). Because Tamm made, presented, and offered “false physical evidence” acquitting Sulla and Whittaker of charges of wrongdoing. And Tamm issued this official ODC record “with intent that it be introduced in the pending or prospective official proceeding[s]” against Dubin, Sulla, Whittaker, and Tamm himself. Tamm and Hu are presumed to be under investigation at this time by the U.S. Executive Office for U.S. Trustees, Office of Criminal Enforcement, responding to Horowitz’s complaint of September 26, 2016. (**Exhibit 18**)

Tamm’s evidence tampering is also alleged because Tamm’s dismissal notices “Makes, presents, or offers . . . false physical evidence with intent that it be introduced in the pending or prospective official proceeding[s].” Tamm’s dismissal notices falsely states: “following review of our initial determination by a member of the Disciplinary Board of the Hawai’i Supreme Court appointed to review our recommendations, we have been authorized to close this matter.” Who at the ODC is Tamm referencing? This person is concealed, giving an impression of impropriety. Surely no legitimate “appointed investigator” could have overlooked Kane’s clear and convincing evidence of Sulla’s ethical violations sworn by Kane involving Dubin, Whittaker, and Tamm’s administration of Hu’s receivership over Horowitz’s Property. Dubin’s alleged violations aided-and-abetted Sulla’s alleged first degree theft of that Property. No “inquiry reasonable” could justifiably dismiss the prima facie evidence of Sulla having forged the conversion security—the warranty deed to HHLLC voided by the County of Hawaii following discovery of the felony by tax department officials as confirmed by Hawaii County Counsel.

Dubin and Brower schemed with Sulla against the Complainant’s to contrive costly delays and also neglected Horowitz’s express instruction *not to negotiate with Sulla* on any matter. Dubin thus violated HRPC Rule 1.4(a)(1)(2)(3). The initial and central complaint Kane filed against Dubin was for Dubin having taken \$6,000 of the Complainant’s money to stop Sulla’s non-judicial foreclosure auction, and then *filing nothing*—a violation of HRPC Rule 1.3.

By Tamm’s dismissal notices, Tamm acted to insulate himself also from charges of conspiring with Hu and Sulla. This too deserves a federal investigation as detailed below.

Consequently, Tamm violated HRS §84-13 because he used his official position to block Kane's complaints against Sulla and Whittaker, and undermined the ODC's investigation of Dubin at the same time.

Tamm's signature exclusively appears on Tamm's two dismissal notices issued to Kane on November 27, 2018. **(Exhibits 20 and 21)** Both of these dismissal notices contrast sharply with Disciplinary Investigator, Andrea R. Sink's *signature* penned that *same-day requesting* Kane to submit more information and evidence against Dubin. **(Exhibits 19)**

So on the same day one ODC investigator requested more information about Dubin while Tamm claimed this supplemental intel on Dubin's wrongdoings with Sulla offered "no actionable ethical violation."

Tamm's dismissals thereby obviously protect Dubin, Sulla, Whittaker, and Tamm himself by obstructing Kane's associated complaints and evidence therein.

C. Tamm's action defy HRS §710-1076 Evidence tampering law.

Tamm's dismissal notices also record *evidence tampering* in violation of HRS §710-1076(1)(a) and (b), because Tamm is a person who knows the ODC is conducting an official proceeding pursuant to Dubin that is intertwined with Kane's complaints against Sulla and Whittaker.

Tamm's dismissal notices conceal and remove from the ODC's active investigation of Dubin, Sulla's and Whittaker's intertwined torts, crimes, and ethics violations. In other words, Tamm's dismissal notices conceal the bigger picture evidencing a judicial enterprise administered by these lawyers for unjust enrichment.

HRS §710-1076(1)(a) precludes any "person . . . tampering with physical evidence [when] believing that an official proceeding is pending or about to be instituted." Tamm's dismissals interfere with the ODC's and other pending official actions. And Tamm's dismissals, in effect, conceals, removes, and alters the physical evidence at the ODC in the Dubin case. Tamm's dismissals also falsely manufacture evidence that Sulla, Whittaker, Dubin, and Tamm can use to claim in pending official actions their innocence.

Such concealing or, removing, or altering, or manufacturing of physical evidence with intent to impair the verity of Kane's evidence and complaints "in the pending or prospective official proceeding" is illegal. And Tamm's intent to deceive is further clarified below.

In contrast, ODC investigator Sink's notice comports with the ODC's policy and written request of August 27, 2018 sent to Kane soliciting her to file related complaints against Dubin's associates—here, the lawyers aiding-and-abetting Sulla's Property conversion scheme.

Kane's extensive detailed complaint against Sulla filed in response to the ODC's instruction of August 27, states in relevant parts:

Raising evidence of conspiracy in a *judicial racket*--a corrupt enterprise involving fellow "brother" Bar members complicit in maliciously prosecuting us victims to burden our lives and steal our Property for Sulla's theft scheme . . . Dubin/Brower's false filing with the Court in that Sulla-instigated ejectment action favored Sulla and extended our damages. . . .

This evidence infers judicial corruption aiding-and-abetting Sulla's and Dubin's "judicial racket" involving subordinate lawyers. The aforementioned facts documented in **Exhibits 8, and 23 thru 26** provide clear-and-convincing evidence that Sulla was aided-and-abetted in conducting the fraudulent foreclosure by lawyers, including Stephen Whittaker, who acted willfully-blind to Sulla's forgeries. . . .

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

Given the aforementioned facts, including the prima facie evidence of Sulla's forgery of HHLLC's warranty deed opposed by County of Hawaii officials, ethical-dutiful prosecutors and disciplinarians can no longer reasonably justify inaction by claiming "insufficient evidence."

This final statement applies to Tamm as the State's chief disciplinarian. Accordingly, Tamm's dismissals give the impression of fraudulent concealment intended to bury facts and indictments, while manufacturing indemnifying documents to obstruct investigators looking into Sulla's Property conversion scheme aided-and-abetted by Tamm and Hu in Horowitz's bankruptcy case wherein similar deprivation of due process is recorded.

Tamm's dismissals were sent by Tamm to Sulla and Whittaker with the intent that they be used by both Sulla and Whittaker to falsely claim in pending investigations that the ODC "properly investigated" and acquitted both lawyers. Sulla has used the ODC's previous acquittals to repeatedly disclaim his wrongdoings in multiple courts involving the Complainants.

Here again, *Tamm's actions also protect Tamm and his entire judicial racket*, not simply Sulla and Whittaker. This would not be known without knowledge of the aforementioned facts and case background in Kane's Complaints against Sulla and Whittaker. Investigators at the ODC and elsewhere are deprived of this "bigger picture" swept away by Tamm's dismissals.

Tamm's dismissals, thereby, further evidence public corruption charged in Kane's complaints. Such corruption is most visible in Tamm's and Hu's personal advocacy for Sulla during Horowitz's bankruptcy proceedings. Tamm's actions and filings in the BK court, and here now too, solidly evidence willful blindness to Sulla's torts and crimes and the alleged Sulla-directed racketeering enterprise that illegally traffics large amounts of drugs to the mainland from the Big Island as Kane's complaint against Sulla makes known.

Therefore, Tamm's dismissals give worse than appearance of impropriety, or even obstruction of justice. Tamm's false dismissals aid-and-abet Sulla's alleged drug trafficking, money laundering, tax evading, racketeering enterprise.

Also *obvious* is Tamm's aiding-and-abetting by willful blindness *and* direct complicity Sulla's theft scheme as first evidenced by Tamm's and Hu's actions in Horowitz's bankruptcy case.

And Tamm's dismissals obviously protect Tamm, Hu, and the US Bankruptcy Court Judge Faris in Honolulu who also aided-and-abetted Sulla's Property conversion.

D. Tamm's dismissals violate 18 U.S.C. § 666 provisions.

Tamm's dismissals smack of public corruption. Tamm's actions must, therefore, in the interest of justice and society, be thoroughly investigated by a federal "independent" prosecutor and grand jury under 18 U.S.C. § 666, *inter alia*.

This law, along with 18 U.S.C. § 4,⁴ applies because Hawaii receives substantial federal funding; and § 666 precludes Tamm's actions—including giving the valuable dismissals (i.e., "exculpatory decrees") in written notices to Kane that would also go to the ODC investigators, the courts, and society.

In this case, Tamm acted "with intent to influence or reward an agent of an organization or of a State . . . government." In this case, the "influence" protected the corrupt judicial enterprise. The ODC investigators investigating Dubin would be influenced too by the falsely justified dismissals protecting Dubin. The judicial enterprise that protected Sulla and Whittaker would also be protected by Tamm's dismissals. The favor and "reward" also went to Tamm himself, along with his

⁴ 18 U.S.C. § 4, states: "Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both."

aforementioned fellow court officers. This alleged “judicial racket”—the enterprise in which agent Tamm is active helping Sulla, Dubin and Whittaker,—benefitted as a whole from Tamm’s dismissals.

Clearly, Tamm’s and ODC exculpatory actions are done “in connection with [Sulla’s, Whittaker’s and Dubin’s] business[es], transaction[es], or series of transactions” of such organization. *Id.* § 666. The Complainants alleged the “organization” is a racketeering enterprise corrupting the ODC, the courts, and government.

Obviously, the elements of § 666 are satisfied. The required “value of \$5,000 or more” is exceeded with the subject Property being valued by Sulla at \$975,000—the price which he currently advertises to solicit its sale. Add the value of judicial integrity damaged by Tamm’s wrongful and alleged criminal actions. Under § 666 and these circumstances, Tamm “shall be fined and/or imprisoned.”

There are three legitimate grounds for exclusively a federal court’s exercise of supervisory power in these proceedings burdening State agencies lacking jurisdiction to hear and decide these matters challenging “internal affairs.” Federal exercise is required “to implement a remedy for the violation of a recognized statutory or constitutional right; to preserve judicial integrity by ensuring that a conviction rests on appropriate considerations validly before a jury; and to deter future illegal conduct.” *US v. Lopez*, 4 F. 3d 1455 – Court of Appeals, 9th Circuit 1993, quoting *United States v. Simpson*, 927 F.2d 1088, 1090 (9th Cir.1991). “We have recognized that exercise of supervisory powers is an appropriate means of policing ethical misconduct by prosecutors.” *Id, Lopez. United States v. McClintock*, 748 F.2d 1278, 1285-86 (9th Cir.1984), *cert. denied*, 474 U.S. 822, 106 S.Ct. 75, 88 L.Ed.2d 61 (1985); *see also United States v. Williams*, U.S. 112 S.Ct. 1735, 1742, 118 L.Ed.2d 352 (1992) (“[T]he court’s supervisory power ... may be used as a means of establishing standards of prosecutorial conduct before the courts themselves.”). We also have expressly recognized the authority of the district court to dismiss actions where government attorneys have ‘willfully deceived the court,’ thereby interfering with ‘the orderly administration of justice.’” *United States v. National Medical Enters., Inc.*, 792 F.2d 906, 912 (9th Cir.1986).

E. Tamm’s actions defy HRS §84-14 Conflicts of interest law.

Pursuant to HRS §84-14, State employee Tamm’s conflicting interests are showing. Tamm wrongly took “official action directly affecting: (1) The ODC’s activity and investigations of Dubin, Sulla and Whittaker, “undertaking[s] in which the employee [Tamm] has a substantial financial interest; or (2) A private undertaking in which the employee [Tamm] is engaged as legal counsel,

advisor, consultant, representative, or other agency capacity.” Accordingly, Tamm’s dismissal of Kane’s complaints against Sulla and Whittaker favored the “private undertaking” of the alleged “judicial racket” involving Tamm’s client—U.S. Bankruptcy Trustee Hu. The two men, Tamm and Hu, recorded court actions aiding-and-abetting by willful blindness and/or direct complicity Sulla’s conversion of Horowitz’s million-dollar Property. (**Exhibit 17**) Tamm and Hu recklessly neglected Horowitz’s string of victories in the courts, especially the foreclosure denied final judgments in Civ. No. 05-1-0196, to deprive Horowitz and his legitimate creditors of their money and Property.

“There are analogies in the law of aiding and abetting, the criminal counterpart to contributory infringement.” *In re Aimster copyright litigation*, 334 F. 3d 643 - Court of Appeals, 7th Circuit 2003. Tamm’s ODC actions evidencing willful blindness of Sulla’s felonious actions and conversion scheme require discipline. Lawyers hereto investigating must report Tamm to federal agents at the FBI to comply with HRPC Rule 8.3.⁵ Otherwise, each lawyer reading this and neglecting Rule 8.3 may be susceptible to prosecution under 18 U.S.C. §4, inter alia.

The Supreme Court in *Global-Tech Appliances, Inc* (Op. cit.) concluded, “persons who know enough to blind themselves to direct proof of critical facts in effect have actual knowledge of those facts.” “[D]efendants who behave in this manner are just as culpable as those who have actual knowledge.” *Id.*

Tamm’s evasive and false pleadings in Horowitz’s bankruptcy case as shown in Exhibit 17 and controverted above, shows his hoodwinking pattern and practice now disrupting ODC investigations into Dubin, Sulla and Whittaker. By so doing, Tamm is safe-harboring and unjustly enriching Sulla and the judicial enterprise served by Tamm’s malpractices.

Tamm is likely to plead his innocence and ignorance of his culpability. But he has sufficiently demonstrated his willful blindness, recklessness, and negligence for federal investigators to issue an indictment and summon a grand jury. The 9th Circuit in *US v. Heredia*, 483 F. 3d 913 – Court of Appeals (2007) recognized “deliberate ignorance” and equated it with “willful blindness,” while distinguishing it from negligence and recklessness. Citing *United States v. Fulbright*, 105 F.3d 443, 447 (9th Cir.1997); *United States v. Sanchez-Robles*, 927 F.2d 1070, 1073 (9th Cir.1991). “A willfully blind defendant is one who took *deliberate* actions to avoid confirming suspicions of

⁵ HRPC Rule 8.3 states “(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer’s honesty, trustworthiness, or fitness as a lawyer in other respects, shall inform the appropriate professional authority.” In this case the “appropriate professional authority” is FBI agent Elvis Ulufanua in Honolulu who opened a file on Sulla active at the time of this writing.

criminality. A reckless defendant is one who merely knew of a substantial and unjustifiable risk that his conduct was criminal; a negligent defendant is one who should have had similar suspicions but, in fact, did not. . . .”

Tamm is guilty on all three fronts. Tamm’s filings during Horowitz’s bankruptcy favored exclusively Sulla and co-conspirators including Dubin and Whittaker. Tamm took “*deliberate* actions to avoid confirming suspicions of [these lawyers’] criminality.” *Id.* Tamm, while imposing with Hu and Judge Faris Horowitz’s bankruptcy dismissal, neglected Sulla’s bribery of Whittaker and associated criminal activity corrupting the courts. Tamm and Hu neglected their own duties under 11 U.S.C. §§ 548, 550 and 551 to avoid Sulla’s illegal transfer of Horowitz’s Property and the injustice and severe distress that caused. Tamm, thus, aided-and-abetted a conspiracy to deprive Horowitz and his creditors, to enrich Tamm’s cohorts in the aforementioned cases and crimes.

It should be noted that Tamm has also neglected to comply with the Hawaii State Ethics Commission Requirements stated in “**DISCLOSURE OF FINANCIAL INTERESTS BY STATE EMPLOYEES AND MEMBERS OF STATE BOARDS & COMMISSIONS.**” This disclosure policy states in relevant part: “WHEN DO I FILE? New Filers: Within 30 days of being . . . appointed to your state position.” On December 7, 2018, the Complainants confirmed from Ethics Commission staff that Tamm neglected this requirement having been appointed in “early September” according to Tamm.⁶



**Bradley R
Tamm**

! This lawyer was
disciplined by a state
licensing authority in 1996.

Private reproof, public disclosure issued in CA,

1996

updated on Aug 13, 2012

Private reproof, public disclosure means the attorney did something wrong but may still practice law. The Bar warns the lawyer in hopes that he or she will not repeat the behavior.

Bradley’s comment: “In 1993 I was wrong, and was appropriately disciplined in 1996. As evidence of rehabilitation, from 2006-2012 I served on the Disciplinary Board of the Hawaii Supreme Court, the last four years as Board Secretary.”

And this is not the first time Tamm’s actions required discipline. On August 30, 1996, in case No. 93-O-20169 in the State of California, Tamm was privately disciplined for what must be determined by current and subsequent investigators.⁷

F. Tamm’s dismissals of the Sulla and Whittaker complaints defy HRCJC Rules 1.1 and 1.2.

leadership change at ODC. October 12, 2018.
When an attorney is found culpable of professional imposed. If private a reproof is imposed before formal attorney’s record but is not made available to the public cipline case. If the private reproof is imposed after formal he State Bar’s web site and is disclosed to the public upon

Tamm was appointed as ODC Executive Director by State judges to enforce state and federal laws and lawyers' rules in service to society and judicial integrity. It is most reasonable, therefore, that Tamm must not only comply with the Code of Ethics and HRPC, but also the HRCJC Rule 1.1. COMPLIANCE WITH THE LAW rule that states every "judge shall comply with the law." The Hawai'i Revised Code of Judicial Conduct adds that judges "shall avoid impropriety and the appearance of impropriety."

In contrast, Tamm's partiality in favor of Sulla and Tamm's aforementioned judicial enterprise involving Dubin, gives the impression of partiality favoring public corruption.

G. Tamm should have disqualified himself to comply with HRCJC Rule 2.11(1)

It is inconceivable, other than by criminal intent, that Tamm did not recuse himself from taking any action on Kane's ODC complaints against Sulla and Whittaker. Tamm defied his accountability under the HRCJC's "rule of necessity." Tamm knew, or should have known, any "judge shall disqualify or recuse himself or herself in any proceeding in which the judge's impartiality might reasonably be questioned." Tamm knew, or should have known, under "responseat superior doctrine," his conflicting interest and biased actions would reflect poorly on judicial integrity and damage the public's trust.

HRCJC Rule 2.11(1) precludes "(1)The judge ha[ving] a personal bias or prejudice for [Sulla] or against [the Complainants]." Tamm obviously had "personal knowledge of facts that are in dispute in the proceeding," because he served as Trustee Hu's counsel ceding Horowitz's Property to Sulla during the bankruptcy case. Tamm also deprived Kane and Wille of their rightful money and Property during Horowitz's bankruptcy.

"[I]t is normally true that in defending a principal against a claim based on the doctrine of *respondeat superior* one would also undertake to defend the agent for whose actions the principal is alleged to be liable." *CIE Service Corp. v. WTP, INC.*, 690 F. Supp. 910 – Dist. Court, D. Hawaii 1988. "Under the theory of respondeat superior, an employer may be liable for the negligent acts of its employees that occur within the scope of their employment." *Wong-Leong v. Hawaiian Indep. Refinery, Inc.*, 76 Hawai'i 433, 879 P.2d 538, 544 (1994) "The estate shall have the benefit of any defense available to the debtor as against any entity other than the estate," says 11 U.S. Code § 558 – Defenses of the estate. Tamm's neglect of HRCJC Rule 2.11(1) compounds Tamm's and Hu's neglect of § 558 aiding-and-abetting Sulla's first degree theft of the Complainants' Property.

H. Tamm's actions compound evidence of public corruption.

Tamm's dismissals, aforementioned malpractices, and alleged ethics violations corroborate the charge of *public corruption* evidenced by the facts and exhibits in this case.

In public corruption cases, *bribery* is a common charge. Tamm's dismissals conceal and protect Sulla's bribery of Whittaker, unconscionable influence upon the 0304 Ibarra court, drug trafficking, money laundering, and tax evading through the Property conversion scheme.

Beginning with this charge of bribery, under HRS §710-1040, "(1) A person commits the offense of bribery if:

- (a) The person confers, or offers or agrees to confer, directly or indirectly, any pecuniary benefit upon a public servant with the intent to influence the public servant's . . . exercise of discretion, or other action in the public servant's official capacity; or
- (b) While a public servant, the person solicits, accepts, or agrees to accept, directly or indirectly, any pecuniary benefit with the intent that the person's . . . exercise of discretion, or other action as a public servant will thereby be influenced. . . .

Applying the elements of bribery in this case from those in *State v. Gomes*, 177 P. 3d 928 - Haw: Supreme Court 2008, "the prosecution must prove beyond a reasonable doubt," that:

1. On or about January 16, 2015, to and including the 30th day of December, 2015, Stephen D. Whittaker conferred, agreed to confer, directly and indirectly, the benefit of corrupt advocacy upon Paul J. Sulla, Jr., who was a witness, and concealed real-party-in-interest, and exclusive financier in the Civ. No. 14-1-0304 case. This benefit included court appearances and representations fraudulently concealing Sulla's conflicting interests, feigning Jason Hester's exclusive commission, and maliciously prosecuting defendants Leonard G. Horowitz and Sherri Kane, et. al. to secure these defendants' default, and obtain these defendants' money and/or property under false pretenses; and
2. That Sulla was a person that Horowitz and Kane, and Whittaker also, had good cause to believe would be called as a witness in that court proceeding that was filed by Sulla to gain Horowitz's and Kane's Property by quieting title through sham plaintiff Hester, and thereby administering the Complainants' ejectment "at arms length." Whittaker knew that unless he succeeded in influencing the court to do this dirtywork--to deprive the Complainants of their due process rights by sustaining Royal's erroneous default, and maliciously opposing Horowitz's standing, that a trial would be scheduled and Sulla would be summoned as a witness to testify in his own defense; and
3. That Whittaker committed these malpractices with the intent to induce Sulla's indemnification; to enable Sulla to avoid legal processes summoning Sulla to testify as a witness at trial. And as a result of Whittaker's conduct, the court was defrauded, defendants Horowitz and Kane were wrongly defaulted and deprived of their due process rights, never had a trial on the merits of their counter-claims, and were dispossessed of their Property in violation of the 14th Amendment.

Tamm's pattern and practice of aiding-and-abetting Sulla's enterprise in judicial corruption is supplemented by Tamm's neglect of the evidence of bribery in the bankruptcy case, and in Kane's ODC complaints.

Viewing the evidence of bribery in the light most favorable to Tamm, there is sufficient evidence that Sulla offered and paid Whittaker money with the intent to induce Whittaker to avoid legal process summoning Sulla to testify at trial. *Id.* @ 936. As noted in *State v. Gomes*, “appellate courts view the evidence ‘in the strongest light for the prosecution’ to determine ‘whether there was substantial evidence to support the conclusion of the trier of fact.’” *State v. Richie*, 88 Hawai‘i 19, 33, 960 P.2d 1227, 1241 (1998). ‘Substantial evidence’ is ‘evidence which is of sufficient quality and probative value to enable a person of reasonable caution to support a conclusion.’ *Id.* ”

In the case at bar, Sulla financed the whole of pauper Hester’s prosecution since 2009. That alone is “sufficient evidence” to conclude Sulla paid high-priced lawyer Whittaker to substitute for Sulla.⁸ Any other assertion, conclusion, or presumption is unreasonable.

Extending Tamm’s willful blindness of bribery to complicity in public corruption Sulla and Whittaker, like Tamm and Hu, recklessly neglected the Ibarra court’s conflicting judgments. They selectively omitted from their pleadings Ibarra’s foreclosure *denied* ruling in the res “0196” case that followed the 2008 jury trial. That Ibarra court decision *secured* Horowitz/Royal’s Property in the Complainants who are Royal’s successors-in-interest. Ibarra’s Fifth Amended Final Judgment in 0196 was filed on March 15, 2016. That was two-and-a-half months *after* the same court filed on December 30, 2015, the first *conflicting final judgment* accompanied by the Complainant’s *ejectment* in the 0304 quiet title case. Sulla’s contested quiet title victory in that 0304 case is completely incongruous with the subsequent 0196 final judgment, and completely unreasonable given the same Ibarra court has repeatedly *denied* “Hester’s” foreclosure. This favor to Sulla is unreasonable, incongruous, and duplicitous. It gives the clear impression of impropriety and public corruption as the sole reasonable explanation for Ibarra’s “confusion” *under Whittaker’s bribed influence*.

⁸ Whittaker’s bribery by Sulla is further evidenced by the facts: Whittaker appeared on January 16, 2015, substituting for the disqualified Sulla, only eleven (11) days after Sulla was disqualified by Magistrate Puglisi in that 0304 quiet title case. Tamm and Hu were repeatedly noticed by Horowitz’s filings of Judge Puglisi’s ruling that Sulla was a necessary witness at trial and that Hester was Sulla’s “sham plaintiff.” Public records reviewed by Hu and Tamm filed by Horowitz proved Sulla “loaned” Hester \$50,000 on June 14, 2011, because Hester could not pay Sulla’s legal fees. Sulla admitted in subsequent filings that this “loan” to Hester covered Sulla’s legal fees. Hester had no money to pay Sulla anything, because Hester was a judgment-proof pauper, Horowitz’s judgment debtor from the 0196 case, and homeless drifter twice convicted on drug charges in 2001 and 2007. Furthermore, Whittaker’s filing on April 9th, 2015, in the 0304 case that precluded Horowitz’s standing and defense in that case, declared (on page 7 therein), that “Plaintiff is low income. . . . [T]he Subject Property is Plaintiff’s only real asset.” Hester was reported by Whittaker to be camping out in the woods at times because he could not afford to rent a living space.

Today this “yo-yo disposition” remains in limbo in the CAAP 0000162/163 appeals.

Res judicata doctrine alone should have compelled Tamm’s and Hu’s “inquiry reasonable” into Whittaker’s bribery and conflicting judgments in the corrupted Ibarra court because it was their duty to avoid Property conversions in Horowitz’s receivership. Tamm acted willfully-blind to these matters and his duties under state and federal laws.

Tamm also acted complicit with Whittaker and Sulla in neglecting Sulla’s contrived default of the Complainants in the 0304 case. HRS § 419-8(4) guaranteed Horowitz’s due process rights and Property defense rights on behalf of Royal et. al. during “winding-up” following dissolution. The complicit lawyers criminally-neglected this law too. This is how they acted to deprive the Complainants of their due process rights and Property.

I. Tamm’s actions compound public health risks from Sulla’s illegal drug enterprise.

As mentioned in the first section above, Judge Ibarra was speciously “retired” shortly after issuing the aforementioned conflicting 0196/0304 judgments depriving, damaging, and dispossessing the Complainants. This “Chief Judge” of the Third Circuit administered the “Drug Court” in Sulla’s neighborhood—Hawaii’s leading “high traffic” drug and crime zone—Hilo and neighboring Puna.

Given the Complainants personal and professional interests in these matters, they have witnessed and opposed Sulla’s exploding dimethyltryptamine (“DMT”—new “designer LSD”) enterprise more faithfully than state and federal agents and agencies have done since 2010. During this time, Sulla has been granted incomprehensible unconscionable immunity against prosecution. And not simply in lawsuits involving these Complainants.⁹ Such “qualified immunity” for a DMT “kingpin” raking in massive amounts of money from illegal commerce indicts the impotent local prosecutors and federal law enforcers risking public health and safety.

⁹ Sulla was *Publicly Censured* and fined in *Takaba v. Comm’r*, 119 T.C. 285, 295, 2002 WL 31818000, for recklessly defending tax evasion. Sulla was disqualified for filing false tax return(s) in *United States vs. Bruce Robert Travis*, U.S. Court of Appeals, Ninth Circuit. No. 10-15518; (March 10, 2010). Sulla was disqualified again as a necessary witness at trial in our case, CV 14-00413 JMS-RLP alleging “assault, extortion, defamation, trespass, forgery, and theft” the Honorable Magistrate Richard Puglisi ruled. Subsequently, Sulla is evidenced having bribed co-counsel Stephen D. Whittaker and State agents resulting in my denied rights to trial and my family’s ejection from the property. Judges in the Third Circuit “Drug Court” controlling the Big Island were responsible. They knew Sulla was responsible for the “religious” trust money laundering and tax evasion scheme that resulted in the arrest and conviction of Honolulu’s leading gun dealer in *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 LEK. All three of Sulla’s co-conspirators went to jail in that case. Sulla “walked.” This “impression of impropriety” shocks the public’s conscience.

The County of Hawaii's discovery of Sulla's forgery of Hester's warranty deed conveying the stolen Property to Sulla's own HHLLC shell company, and subsequent voiding on February 13, 2018, of Sulla's title thereby, unravels Sulla's pattern and practice of fraud and crime that the "justice system" has permitted. This pattern and practice includes risking or damaging people nationwide who consume Sulla's hallucinogenic contraband trafficked to the mainland. Kane's complaint to the ODC against Sulla, like Horowitz's earlier corroborating complaints, and numerous online publications, makes known these facts of high social interest.

Prior to this filing, state and federal agents acknowledged to the Complainants that Sulla is operating an illegal drug enterprise, for which official investigations are pledged or presumably ongoing. Tamm's actions run contrary to these law enforcement activities, and jeopardize public health and safety as much as Sulla's enterprise does. Defendants who act willfully blind "are just as culpable as those who have actual knowledge." U.S. Supreme Court in *Global-Tech Appliances, Inc. v. SEB SA*, 131 S. Ct. 2060, 2069 – Supreme Court 2011.

VII. Conclusion

This matter of internal affairs at the ODC and Supreme Court of Hawaii requires scrutiny by independent federal agents, a grand jury, and public participation in lieu of the social importance and risks to public health and safety. The State's Code of Ethics jurisdictionally precludes unconstitutionally-insolated judicial committees, commissions, boards, agents and agencies from deciding such matters in secret. Further investigation by a federal prosecutor and grand jury is needed to determine the extent of the judicial corruption alleged and evidenced here, and to access the damage it does to society. Otherwise, Hawaii victims in corrupted courts and citizens nationwide affected by Sulla's drug trafficking operation will continue to suffer, or be placed at risk. In this context, Tamm's dismissals favor only the alleged racketeering enterprise.

Tamm's dismissals of Kane's complaints against Sulla and Sulla's *bribed* "substitute counsel" Whittaker, breaks multiple ethics rules and laws. Tamm's dismissals conceal or tamper with evidence in the ODC's investigation of Kane's complaint against Dubin. Tamm's dismissals manufacture false evidence of Sulla's and Whittaker's clearance by ODC investigators. Tamm's dismissals, therefore, obstruct justice, and by themselves violate 18 U.S. Code § 666. Tamm's dismissals aid-and-abet by willful blindness Dubin's complicity with Sulla, and Whittaker's bribery by Sulla. Tamm has dismissed important evidence requested and required by the ODC. Tamm's dismissive actions, biased by special interests, breach the integrity of the federally-funded State

government and judiciary. Tamm's actions benefit Sulla's well-evidenced racketeering enterprise active in drug-trafficking and money laundering, foreclosure fraud and real property theft, tax evasion, and more. Tamm's dismissals protect complicit court officers, including U.S. Bankruptcy Court Trustee Howard Hu, Judge Robert Faris, and the "Drug Court" "fact-finder" Ronald Ibarra.

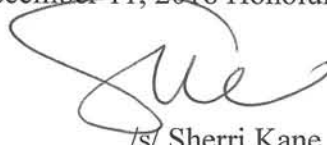
Officials reading this constructive notice are required by their oaths and public duties to comply with HRPC ethics Rules 8.3(a) and (b), reporting these disclosed indiscretions to "the appropriate professional authority" at the FBI. Internal actions to relieve Tamm are encouraged by the evidence. And public information and participation is likewise required to assess damages and craft remedies.

Respectfully submitted.

DATED: December 11, 2018 Honolulu, HI



/s/ Leonard G. Horowitz
LEONARD G. HOROWITZ
Complainant



/s/ Sherri Kane
SHERRI KANE
Complainant

LEONARD G. HOROWITZ, Complainant
and SHERRI KANE, Complainant
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108
E-mail: editor@medicalveritas.org;
Telephone: 310-877-3002

**THE SUPREME COURT OF THE STATE OF HAWAII;
(HAWAII STATE ETHICS COMMISSION
and COMMISSION ON JUDICIAL CONDUCT)**

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

Complainants,

vs.

BRADLEY R. TAMM, an individual;
BRADLEY R. TAMM LIMITED
LIABILITY LAW COMPANY, a
corporation; and as Executive Director of
the Supreme Court of Hawaii's Office of
Disciplinary Council

Respondent

CASE NO. _____
(Conflicts of interests; Un-Fair treatment)

AFFIDAVIT OF LEONARD G.
HOROWITZ AND SHERRI KANE IN
SUPPORT OF COMPLAINT FOR
ALLEGED VIOLATIONS OF RULES AND
LAWS BY BRADLEY R. TAMM
PURSUANT TO ODC COMPLAINTS 18-
0258 AND 18-0259 AGAINST PAUL J.
SULLA, JR. AND STEPHEN D.
WHITTAKER, RESPECTIVELY,
INTERTWINED WITH THE
COMPLAINT AGAINST GARY V. DUBIN,
18-02012

Hearing Date(s): Not Set

**AFFIDAVIT OF LEONARD G. HOROWITZ AND SHERRI KANE IN SUPPORT OF
COMPLAINT FOR ALLEGED VIOLATIONS OF RULES AND LAWS BY BRADLEY R.
TAMM PURSUANT TO ODC COMPLAINTS 18-0258 AND 18-0259 AGAINST PAUL J.
SULLA, JR. AND STEPHEN D. WHITTAKER, RESPECTIVELY, INTERTWINED WITH
THE COMPLAINT AGAINST GARY V. DUBIN, 18-02012
(Conflicts of Interest; Unfair Treatment)**

STATE OF HAWAII)
City of ^{Honolulu} COUNTY OF ~~HAWAII~~) SS:
United States of America)

COMES NOW COMPLAINANTS LEONARD G. HOROWITZ AND SHERRI KANE (hereafter, "Horowitz," and "Kane", respectively, and together, "We") under pain of perjury of law, hereby stating and declaring as follows:

- 1) We are individuals over the age of twenty-one (21) years, and residents of the State and County of Las Vegas, Nevada.
- 2) We are not licensed to practice law, and represent ourselves pro se in this matter.
- 3) We are successors-in-interest to THE ROYAL BLOODLINE OF DAVID ("Royal"), a Washington State Corporation Sole caused to dissolve under litigation duress brought about by attorney Paul J. Sulla, Jr.
- 4) Sulla's judicial corruption reported herein imposed insolvency upon Royal and caused Horowitz's bankruptcy. Our total legal fees to date defending our rights and property is nearly a half-million dollars. Royal is now dissolved, and legally considered to be "winding up" its affairs and interest by our actions here and elsewhere.
- 5) We declare that the facts and dates stated in the attached Complaint are accurate to the best of our knowledge and belief, and that the new discoveries of Sulla's forgeries of Public Records by County of Hawaii officials occurred on-or-about February 10-13, 2018.
- 6) We declare that the state and federal government officials cited in this Complaint acted as stated herein; and we Complainants have made exhausting efforts to secure justice on behalf of ourselves, Royal, society, and police investigators who have done their jobs, only to be stonewalled repeatedly by the public corruption and judicial enterprise we detail in the attached Complaint.
- 7) We declare that the attached Exhibits 1 thru 22, are true and correct copies of the documents in our possession.
- 8) We declare that the criminal allegations made in this Complaint against attorneys Bradley R. Tamm, Paul J. Sulla, Jr., Stephen D. Whittaker, Gary Dubin, and Howard Hu are true and correct to the best of our knowledge and belief; and we are both competent to testify as to the truth of these statements before a grand jury and/or trial court.
- 9) We declare that our knowledge, beliefs, and allegations of Sulla's DMT drug trafficking and money laundering enterprise is well-evidenced, including public records of real estate

transactions administered by Sulla that evidence in our case Sulla's forgeries, fraud and first degree theft.

- 10) We affirm that Tamm's neglect of the knowledge and evidence Horowitz filed in his bankruptcy case, most of which reflects public records, compounded by Tamm's dismissal of Kane's captioned complaints against Sulla and Whittaker, damages society and the integrity of State judiciary by concealing evidence in the ODC's investigation of Gary Dubin, while aiding-and-abetting Sulla's enterprise.
- 11) We declare that officials repeatedly neglected Sulla's compounding torts and crimes, shaming and especially indicting Hawaii County Prosecutor Mitch Roth, who has repeatedly delayed and neglected compounding evidence over many years, each year increasing the risks and damages to society from the exploding trafficking of dimethytryptamine (DMT) across America from the Big Island and Sulla's drug "church."
- 12) We declare that DMT is most heavily supplied to the mainland U.S. from Hawaii by Sulla's criminal enterprise according to the evidence and affidavits in our possession. We have stated this numerous times in court records and complaints filed with state and federal agents and agencies, including the DEA and FBI.
- 13) We declare that irreparable harm is accruing to us at the present time, due to our being dispossessed of our Hawaii residence while serving internationally as humanitarian activists and consumer health advocates.
- 14) We declare that the damages and irreparable injuries We have been forced to endure as victims and witnesses of the aforementioned crimes, the official stonewalling indemnifying Sulla, and the multiple courts' railroadings we opposed, including the case Mr. Tamm administered in the bankruptcy court to deprive us of our Property, are unconscionable.
- 15) We declare that We are aware of many similarly situated victims of Sulla's organized crimes in the State of Hawaii.
- 16) We therefore petition the officials administering this Affidavit and Complaint to do whatever is in their power to prompt a thorough U.S. Department of Justice investigation into these matters.

FURTHER AFFIANTS SAYETH NAUGHT

Dated: Honolulu, HI December 12, 2018

(Signatures and Notary on next page.)

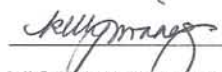
SHERRI KANE



LEONARD G. HOROWITZ



Subscribed and sworn to before me this day of December 12, 2018.


NOTARY PUBLIC in and for the State of Hawaii

Residing at Honolulu, Hawaii (SEAL)

My commission expires: AUG 24 2020

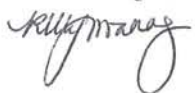



Notary Signature

Notary Name: Kelly Iwanaga

Doc. Description: Affidavit of Leonard G. Horowitz and Sherri Kane

in support of Complaint for Alleged Violations of Rules and Laws by Bradley R. Tamura, Plaintiff, vs. Paul J. Sultana Jr. and Stephen P. Wainaker, Defendants, introduced with the Complaint against PUBLIC
Doc. Date: DEC 12 2018 No. Pages: 4
Kelly Iwanaga
Notary Printed Name
FIRST
Jud. Circuit
18-02012



LEONARD G. HOROWITZ, Complainant
and SHERRI KANE, Complainant
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108
E-mail: editor@medicalveritas.org;
Telephone: 310-877-3002

**THE SUPREME COURT OF THE STATE OF HAWAII;
(HAWAII STATE ETHICS COMMISSION
and COMMISSION ON JUDICIAL CONDUCT)**

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

Complainants,

vs.

BRADLEY R. TAMM, an individual;
BRADLEY R. TAMM LIMITED
LIABILITY LAW COMPANY, a
corporation; and as Executive Director of
the Supreme Court of Hawaii's Office of
Disciplinary Council

Respondent

CASE NO. _____
(Conflicts of interests; Un-Fair treatment)

CERTIFICATE OF SERVICE

Pursuant to:

**COMPLAINT FOR ALLEGED
VIOLATIONS OF RULES AND LAWS
BY BRADLEY R. TAMM PURSUANT
TO ODC COMPLAINTS 18-0258 AND
18-0259 AGAINST PAUL J. SULLA, JR.
AND STEPHEN D. WHITTAKER,
RESPECTIVELY, INTERTWINED
WITH THE COMPLAINT AGAINST
GARY V. DUBIN, 18-02012**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of December, 2018, I served a true and correct copy of the foregoing **AFFIDAVIT OF LEONARD G. HOROWITZ IN SUPPORT OF COMPLAINT FOR ALLEGED VIOLATIONS OF RULES AND LAWS BY BRADLEY R. TAMM PURSUANT TO ODC COMPLAINTS 18-0258 AND 18-0259 AGAINST PAUL J. SULLA, JR. AND STEPHEN D. WHITTAKER, RESPECTIVELY, INTERTWINED WITH THE COMPLAINT AGAINST GARY V. DUBIN, 18-02012**, by the method described below to:

State of Hawaii,
Commission on Judicial Conduct
417 S. King Street, Room 206A, Honolulu, HI 96813-2943
Telephone: (808) 539-4790
(808) 539-4756
E-mail: judconduct.c.comm@courts.hawaii.gov

___X___ U.S. Mail

State of Hawaii,
Judicial Selection Commission
417 South King Street
Honolulu, Hawai'i 96813-2902
(808) 538-5200

☒ U.S. Mail

Hawaii State Ethics Commission
1001 Bishop St # 970,
Honolulu, HI 96813
(808) 587-0460

☒ U.S. Mail

Honorable Mark E. Recktenwald
Ali'iolani Hale
417 S King St, Honolulu, HI 96813
(808) 539-4700

☒ U.S. Mail

Hon. Clifford L. Nakea (Ret.), *Chairperson*
Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawaii 96813
(808) 521-4591

☒ U.S. Mail


Bradley R. Tamm,
Executive Director,
Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawaii 96813
(808) 521-4591

☒ U.S. Mail

Attorney Andrea Sink, Investigator
Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawaii 96813
(808) 521-4591

☒ U.S. Mail

Honolulu, HI 96850



/s/ Leonard G. Horowitz

LEONARD G. HOROWITZ

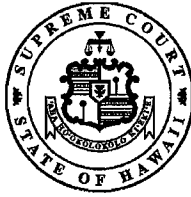
Complainant

Horowitz and Kane, v. Bradley R. Tamm; *Complaint and Affidavit in Support of Complaint of Leonard G. Horowitz and Sherri Kane.*

INDEX TO EXHIBITS 1 THROUGH 21
COMPLAINT FOR ALLEGED VIOLATIONS OF RULES AND LAWS
BY BRADLEY R. TAMM

Ex: Title:	Pg. #
1(a). ODC Executive Director Tamm’s Dismissal Notice 1 of Nov. 27, 2018.....	1
1(b). ODC Executive Director Tamm’s Dismissal Notice 2 of Nov. 27, 2018.....	3
1(c). ODC Investigator Sink’s Request for More Information of Nov. 27, 2018.....	5
2. Fifth Amended Final Judgment in Civ. No. 05-1-0196, filed March 4, 2016.....	7
3. E-mail from Attorney Gary Zamber referring Horowitz to Sulla, Feb. 4, 2008.....	14
4. Tax Records Zamber’s “Grateful Trust” transacted money and property with Sulla.....	16
5. Zamber’s Warranty Deed to Sulla’s wife, Doc. No. 2008-144274. Sept. 15, 2008.....	18
6. Zamber referral to Dubin by e-mail of March 23, 2010.....	25
7. \$6,000 payment to Dubin by Horowitz et. al. to block Sulla’s NJF auction on “4-20”.....	26
8. E-mail from Dubin make clear he is preparing to file to block Sulla’s NJF, 4-11-10.....	27
9. E-mail from Dubin tells Horowitz and Kane to “relax” about Sulla’s NJF, 4-11-10.....	29
10. E-mail between Horowitz and Dubin July thru Sept. 2011 records alleged malpractices....	33
11. Dubin’s Law Offices 2011 Legal Services Agreement with Horowitz July 5, 2011.....	45
12. Dubin’s Law Offices payment on July 5, 2011 for \$19, 262.82.....	48
13. Dubin threatens Horowitz screaming online advocating for Sulla and media censorship...50	
14. Record of Brower’s untimely Motion to Dismiss containing wrong deed, Sept. 25, 2011..	52
15. Sulla-forged warranty deed to subject Property, Doc. No. A-60960740, filed 9-9-9.....	54
16. County of Hawaii Notice to Sulla voiding Exhibit 15 deed, sent February 13, 2018.....	62
17. Sulla’s claim in the bankruptcy case showing false “secured” statement, June 17, 2016....	63
18. Memorandum of Trustee’s Objection and Motion to Dismiss, 9-6-16.....	70
19. Complaint from Horowitz to Criminal Enforcement Branch U.S. Trustees, 9-26-16.....	81
20. ODC reply to Kane complaint against Dubin (attached) requesting more intel, 10-27-18....	83
21. ODC reply to Kane complaint against Sulla and Whittaker, 9-28-18.....	107

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



Executive Director
Bradley R. Tamm, Esq.

Deputy Chief Disciplinary Counsel
Rebecca M. Salwin, Esq.

Assistant Disciplinary Counsel
Ryan S. Little, Esq.
Chloe M. R. Dooley, Esq.

Investigators
Barbara Gash
Andrea R. Sink
Joanna A. Sayavong
Josiah K. Sewell

November 27, 2018

CONFIDENTIAL

Ms. Sherri Kane
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108

Re: ODC 18-0258
Paul J. Sulla, Respondent

Dear Ms. Kane:

Thank you for your Complaint Form dated September 18, 2018.

This Office of Disciplinary Counsel ("ODC") investigates and prosecutes acts of ethical misconduct committed by Hawai'i licensed attorneys on behalf of the Hawai'i Supreme Court. When a complaint such as yours is received, we review it to determine if it involves behavior which could constitute ethical misconduct by an attorney. An attorney may be found to have committed ethical misconduct only if a violation of a law or ethical rule can be proven by "clear and convincing evidence." Unless there is a sufficient basis to warrant an investigation, no action will be taken.

Following a careful review of your complaint, we have determined that no actionable ethical violation has been demonstrated to warrant further investigation, and following review of our initial determination by a member of the Disciplinary Board of the Hawai'i Supreme Court appointed to review our recommendations, we have been authorized to close this matter.

Please note, ODC's jurisdiction is limited by law, and our determination does not mean that your grievance is invalid, it only means that we are not the appropriate agency to take action. You are encouraged to seek your own counsel as to any other

Exhibit 1(a)

Ms. Sherri Kane
November 27, 2018
Page 2 of 2

remedies you may have. Although this matter is closed, your letter will be kept on file for future reference, subject to our document retention policies.

By copy of this letter, I am advising Mr. Sulla your contact with this office, and this terminating disposition.

Thank you again for bringing this matter to our attention.

Sincerely,

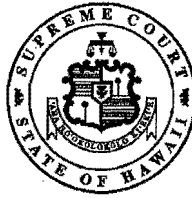


BRADLEY R. TAMM
EXECUTIVE DIRECTOR

BRT:fh:bj

cc: Paul J. Sulla, Esq.

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



Executive Director
Bradley R. Tamm, Esq.

Deputy Chief Disciplinary Counsel
Rebecca M. Salwin, Esq.

Assistant Disciplinary Counsel
Ryan S. Little, Esq.
Chloe M. R. Dooley, Esq.

Investigators
Barbara Gash
Andrea R. Sink
Joanna A. Sayavong
Josiah K. Sewell

November 27, 2018

CONFIDENTIAL

Ms. Sherri Kane
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108

Re: ODC 18-0259
Stephen D. Whittaker, Respondent

Dear Ms. Kane:

Thank you for your Complaint Form dated September 18, 2018.

This Office of Disciplinary Counsel ("ODC") investigates and prosecutes acts of ethical misconduct committed by Hawai'i licensed attorneys on behalf of the Hawai'i Supreme Court. When a complaint such as yours is received, we review it to determine if it involves behavior which could constitute ethical misconduct by an attorney. An attorney may be found to have committed ethical misconduct only if a violation of a law or ethical rule can be proven by "clear and convincing evidence." Unless there is a sufficient basis to warrant an investigation, no action will be taken.

Following a careful review of your complaint, we have determined that no actionable ethical violation has been demonstrated to warrant further investigation, and following review of our initial determination by a member of the Disciplinary Board of the Hawai'i Supreme Court appointed to review our recommendations, we have been authorized to close this matter.

Please note, ODC's jurisdiction is limited by law, and our determination does not mean that your grievance is invalid, it only means that we are not the appropriate agency to take action.

Exhibit 1(b)

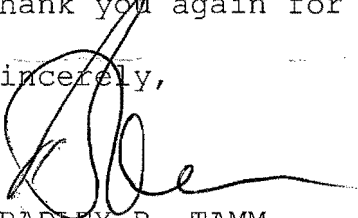
Ms. Sherri Kane
November 27, 2018
Page 2 of 2

You are encouraged to seek your own counsel as to any other remedies you may have. Although this matter is closed, your letter will be kept on file for future reference, subject to our document retention policies.

By copy of this letter, I am advising Mr. Whittaker your contact with this office, and this terminating disposition.

Thank you again for bringing this matter to our attention.

Sincerely,

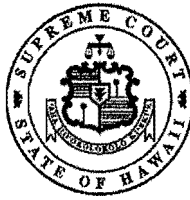
A handwritten signature in black ink, appearing to be "B. Tamm", with a long horizontal flourish extending to the right.

BRADLEY R. TAMM
EXECUTIVE DIRECTOR

BRT:fh:bj

cc: Stephen D. Whittaker, Esq.

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



Executive Director
Bradley R. Tamm, Esq.

Deputy Chief Disciplinary Counsel
Rebecca M. Salwin, Esq.

Assistant Disciplinary Counsel
Ryan S. Little, Esq.
Chloe M. R. Dooley, Esq.

Investigators
Barbara Gash
Andrea R. Sink
Joanna A. Sayavong
Josiah K. Sewell

November 27, 2018

CONFIDENTIAL

Ms. Sherri Kane
5348 Vegas Drive, Ste. 353
Las Vegas, Nevada 89109

Re: ODC 18-0212
Gary Victor Dubin, Esq., Respondent

Dear Ms. Kane:

I have been assigned to investigate this matter.

Please be aware that your role as a complainant is limited to that of a witness, and that you are not a party. In our disciplinary process, a complainant supplies evidence of alleged attorney malfeasance to our office.

The Hawai'i Supreme Court has held that a complainant has no right to direct the course of an investigation or even compel our office to take any action on his or her complaint. Akinaka vs. Disciplinary Board, et al., 91 Haw. 51 (1999).

Additionally, rest assured that this complaint and Mr. Curtis' response, along with this entire inquiry, will remain confidential and sealed, barring one of the exceptions provided in the Rules of the Supreme Court of Hawai'i Rule 2.22(a).

We appreciate your patience while we investigate this matter.

At this time, we ask that you provide copies of any and all invoices you may have received from Mr. Dubin. In the event you never received an invoice, please memorialize this in writing and produce copies of any and all correspondence where you requested an invoice. **Please provide this information by Thurs., December 27, 2018.**

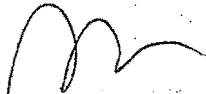
Exhibit 1(c)

Ms. Sherri Kane
November 27, 2018
Page 2

If you need to speak with me, you can reach me on my direct line at 469-4031 or via email at Andrea.R.Sink@dbhawaii.org.

Thank you for bringing this matter to our attention.

Respectfully,

A handwritten signature in black ink, appearing to be 'A. Sink', written over the printed name.

ANDREA R. SINK
DISCIPLINARY INVESTIGATOR

ARS:fh:acs

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 2

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.

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



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

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

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

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

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

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

Lets communicate in person when you are available.

808-896-7864

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

Dear Attorney:

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

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

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

Exhibit 3

sanctioned by the Court for his additional forgery.

I/We need:

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

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

Title Insurance policy may potentially recover some damages.

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

Sincerely yours in urgency,

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

--

Gary C. Zamber
Attorney at Law

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

The information in this e-mail message is intended for the confidential use of the addressees only. The information is subject to the attorney-client privilege and/or may be attorney work-product. Recipients should not file copies of this e-mail with publicly accessible records. If you are not an addressee or an authorized agent responsible for delivering this e-mail to a designated addressee, you have received this e-mail in error, and any further review, dissemination, distribution, copying or forwarding of this e-mail is strictly prohibited. If you received this e-mail in error, please notify us immediately. Thank you.

COUNTY OF HAWAII PARCEL HISTORY (TT102) FOR:

TMK: 2-1-017-034-0000

PAGE: 1

01/07/2010

INSTR-DESC: WARRANTY DEED

INSTR_NO:10-002067

TRANS NO: 2434644
INSTR-DATE: 12/24/2009
REC-DATE: 01/07/2010

AREA: 9,369 SQ.FT.

STATE-CONV-TAX: \$ 0

FROM: JAMIE A WALLACE TTEE OF FAITHFUL ENTERPRISES

A/K/A FAITHFUL VENTURES U/D/T DTD 12/14/2000

TO: PAUL J SULLA JR & WF JAMIE A WALLACE-SULLA - T/E

LOT 68 9369 SF DES LP GR 9817 LEHIA PARK RESIDENCE LOTS

GROUP#	NAME	F	TC	%-OWNER	TITLE-DESC
2 0011	SULLA,PAUL J JR	H	3TE		
2 0012	WALLACE-SULLA,JAMIE A	S			

09/15/2008

INSTR-DESC: WARRANTY DEED

INSTR_NO:08-144274

TRANS NO: 2420267
INSTR-DATE: 08/26/2008
REC-DATE: 09/15/2008

AMOUNT:\$556,000

AREA: 9,369 SQ.FT.

STATE-CONV-TAX: \$ 556

FROM: GARY ZAMBER TRUSTEE OF GRATEFUL TRUST U/D/T DTD

02/02/2007; JAMIE A WALLACE TRUSTEE OF FAITHFUL ENTERPRISES AKA

FAITHFUL VENTURES U/D/T DTD 12/14/2000; & PAUL J SULLA JR (U)

TO: JAMIE A WALLACE TRUSTEE OF FAITHFUL ENTERPRISES AKA

FAITHFUL VENTURES U/D/T DTD 12/14/2000

LOT 68 9369 SF DES LP GR 9817 LEHIA PARK RESIDENCE LOTS

GROUP#	NAME	F	TC	%-OWNER	TITLE-DESC
2 0011	FAITHFUL ENTERPRISES				

06/10/2008

INSTR-DESC: WARRANTY DEED

INSTR_NO:08-093663

TRANS NO: 2417305
INSTR-DATE: 06/05/2008
REC-DATE: 06/10/2008

AMOUNT:\$890,000

AREA: 9,369 SQ.FT.

STATE-CONV-TAX: \$ 2225

FROM: GERALDINE M RANDALL (U)

TO: GARY ZAMBER TRUSTEE OF GRATEFUL TRUST U/D/T DTD 02/02/2007

(UND 40% INT); JAMIE A WALLACE TRUSTEE OF FAITHFUL VENTURES AKA

FAITHFUL ENTERPRISES U/D/T DTD 12/14/2000 (UND 40% INT);

PAUL J SULLA JR (U) (UND 20% INT) - T/C

LOT 68 9369 SF DES LP GR 9817 LEHIA PARK RESIDENCE LOTS

GROUP#	NAME	F	TC	%-OWNER	TITLE-DESC
2 0011	GRATEFUL TRST		3TC	40	
2 0021	FAITHFUL VENTURES			40	
2 0031	SULLA,PAUL J JR	U		20	

10/07/2002

INSTR-DESC: WARRANTY DEED

INSTR_NO:02-177243

TRANS NO: 2317173
INSTR-DATE: 10/03/2002
REC-DATE: 10/07/2002

AMOUNT:\$500,000

AREA: 9,369 SQ.FT.

STATE-CONV-TAX: \$ 500

FROM: MARTA MARY LEPES (S)

TO: GERALDINE M RANDALL (S)

LOT 68 9369 SF DES LP GR 9817 LEHIA PARK RESIDENCE LOTS

GROUP#	NAME	F	TC	%-OWNER	TITLE-DESC
2 0011	RANDALL,GERALDINE M	U			

10/07/1987

Exhibit 4

TMK: 2-1-017-034-0000

PAGE: 1

01/07/2010

INSTR-DESC: WARRANTY DEED

INSTR_NO:10-002067

TRANS NO: 2434644
INSTR-DATE: 12/24/2009
REC-DATE: 01/07/2010

AREA: 9,369 SQ.FT.

STATE-CONV-TAX: \$ 0

FROM: JAMIE A WALLACE TTEE OF FAITHFUL ENTERPRISES

A/K/A FAITHFUL VENTURES U/D/T DTD 12/14/2000

TO: PAUL J SULLA JR & WF JAMIE A WALLACE-SULLA - T/E

LOT 68 9369 SF DES LP GR 9817 LEHIA PARK RESIDENCE LOTS

GROUP#	NAME	F	TC	%-OWNER	TITLE-DESC
2 0011	SULLA, PAUL J JR	H	3TE		
2 0012	WALLACE-SULLA, JAMIE A	S			

SITE ADDRESS: 2061 KALANIANA'OLE STREET
Lehia Park Res. LotsMAILING ADDRESS: SULLA, PAUL J JR
P O BOX 5258
HILO HI 96720

09/15/2008

INSTR-DESC: WARRANTY DEED

INSTR_NO:08-144274

TRANS NO: 2420267
INSTR-DATE: 08/26/2008
REC-DATE: 09/15/2008

AMOUNT:\$556,000

AREA: 9,369 SQ.FT.

STATE-CONV-TAX: \$ 556

FROM: GARY ZAMBER TRUSTEE OF GRATEFUL TRUST U/D/T DTD

02/02/2007; JAMIE A WALLACE TRUSTEE OF FAITHFUL ENTERPRISES AKA

FAITHFUL VENTURES U/D/T DTD 12/14/2000; & PAUL J SULLA JR (U)

TO: JAMIE A WALLACE TRUSTEE OF FAITHFUL ENTERPRISES AKA

FAITHFUL VENTURES U/D/T DTD 12/14/2000

LOT 68 9369 SF DES LP GR 9817 LEHIA PARK RESIDENCE LOTS

GROUP#	NAME	F	TC	%-OWNER	TITLE-DESC
2 0011	FAITHFUL ENTERPRISES				

FOR ASSESSMENT YEAR 2010

PITT 1 LAND VALUE:

\$170,300

EXEMPT LAND VALUE:

\$0

BUILDING VALUE:

\$242,600

EXEMPT BUILDING VALUE:

\$0

FOR ASSESSMENT YEAR 2009

PITT 1 LAND VALUE:

\$185,100

EXEMPT LAND VALUE:

\$0

BUILDING VALUE:

\$255,400

EXEMPT BUILDING VALUE:

\$0

SITE ADDRESS: 2061 KALANIANA'OLE STREET
Lehia Park Res. Lots

06/10/2008

INSTR-DESC: WARRANTY DEED

INSTR_NO:08-093663

TRANS NO: 2417305
INSTR-DATE: 06/05/2008
REC-DATE: 06/10/2008

AMOUNT:\$890,000

AREA: 9,369 SQ.FT.

STATE-CONV-TAX: \$ 2225

FROM: GERALDINE M RANDALL (U)

TO: GARY ZAMBER TRUSTEE OF GRATEFUL TRUST U/D/T DTD 02/02/2007

(UND 40% INT); JAMIE A WALLACE TRUSTEE OF FAITHFUL VENTURES AKA

FAITHFUL ENTERPRISES U/D/T DTD 12/14/2000 (UND 40% INT);

PAUL J SULLA JR (U) (UND 20% INT) - T/C

LOT 68 9369 SF DES LP GR 9817 LEHIA PARK RESIDENCE LOTS

GROUP#	NAME	F	TC	%-OWNER	TITLE-DESC
--------	------	---	----	---------	------------

26
0



R-549

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

Doc No(s) 2008-144274



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

20 1/3 Z2

LAND COURT SYSTEM

REGULAR SYSTEM

Kh

AFTER RECORDATION, RETURN BY MAIL TO:

Paul J Sulla
PO Box 5258
Hilo, HI 96720

TG:
TGE:

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

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

GRANTEE: Jamie A. Wallace Trustee of Faithful Enterprises

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

Exhibit 5

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

Grateful Trust

By: [Signature]
Gary Zamber, Trustee

Faithful Ventures aka
Faithful Enterprises

By: [Signature]
Janie Wallace, Trustee

[Signature]
Paul J. Sulla

STATE OF HAWAII)
) ss
COUNTY OF HAWAII)

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

Signature: [Signature]

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

STATE OF HAWAII)
) SS
COUNTY OF HAWAII)

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

Signature: Shelby Keane

Name: SHELBY KEANE

Notary Public, State of Hawaii

My Commission Expires: 2-18-11

NOTARY PUBLIC CERTIFICATION

Shelby Keane Third Circuit

Doc Description: Warranty Deed

No of Pages 5 Date of Doc N/A

Notary Signature Shelby Keane

Date 8-26-08

STATE OF HAWAII)
) SS
COUNTY OF HAWAII)

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

Signature: Shelby Keane

Name: SHELBY KEANE

Notary Public, State of Hawaii

My Commission Expires: 2-18-11

NOTARY PUBLIC CERTIFICATION

Shelby Keane Third Circuit

Doc Description: Warranty Deed

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

Notary Signature Shelby Keane

Date 8-22-08

SCHEDULE A

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

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

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

75° 06' 86.53 feet;

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

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

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

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

END OF SCHEDULE A

From: Gary Zamber <gzamber@gmail.com>
Subject: Re: NOTICE OF FORECLOSURE SERVED
Date: March 23, 2010 1:49:46 PM HST
To: Sherri Kane <sherrikane@gmail.com>, Leonard Horowitz <len15@mac.com>

The bar directory shows 808-537-2300 for Gary Dubin. You may also consider Hilo atty Paul Hamano 935-3336.

On Tue, Mar 23, 2010 at 1:07 PM, Sherri Kane <sherrikane@gmail.com> wrote:

Thanks Gary,

Would you happen to have a direct contact or cell number for Gary Dubin?

Sherri

On Mar 23, 2010, at 12:04 PM, Gary Zamber wrote:

Aloha,

I am preparing for a homebirth in the next week or two & vigorously working to get work done. I do not handle foreclosure actions & it would take a while for me to get up to speed on proper defenses etc. I think you can file for a stay of the proceedings ... e.g. an injunction & state the reasons. Land is unique such that it is deemed to be irreparable losses if it were sold - e.g. monetary damages would not suffice. This is the only way I know how to stop a foreclosure.

Gary Dubin, Oahu, is excellent I hear. He has been handling lots of foreclosure types of cases, generally in federal court for truth in lending act violations etc. Perhaps he is willing to assist.

Good luck,

Gary

On Tue, Mar 23, 2010 at 10:23 AM, Leonard Horowitz <len15@mac.com> wrote:

A "non judicial" NOTICE OF FORECLOSURE has been served by hand, by an associated of Sulla/Hester/Ritke, upon the estate of The Royal Bloodline of David.

The notice states that 30 days is provided prior to the property's public auction, scheduled in April.

Mitch and Gary, would you kindly connect with John Carroll to determine the legitimacy and potential consequences of this extortionate harassment, so that we defend the estate assertively and effectively.

Thank you,

Len Horowitz

--

Gary C. Zamber
Attorney at Law

Law Offices of Gary C. Zamber

Exhibit 6

THE ROYAL BLOODLINE OF DAVID
BOX 1139
NEWPORT, WA 98156

2814

02-7165/1231

March 31, 2010

Pay to the Order of David Land Offshoots \$ 6,000.00

SP Transactions Done and 10/1/00

THE ROYAL BLOODLINE OF DAVID

Mountain West Bank
4000 11th St N, 200-205-2002
NORTHDALE, FL 33618

For Legal Services Retainer Adrian Jackson Seib

⑆123471955⑆01867024 ⑆112811⑆

Check 2814 Amount \$6,000.00 Date 4/2/2010

Exhibit 7

55 Merchant Street
Honolulu, Hawaii 96813

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

SENT BY IPHONE

On Apr 11, 2010, at 8:45 PM, Sherri Kane <sherrikane@gmail.com> wrote:

Dear Gary,

I am not sure I can be of any benefit with John Carroll. As you know I have asked John via e-mail repeatedly to connect with you and aid you work by supplying documents you requested.

Can you please list the documents you would like to review right away. If needed, I will drive to John Carroll's house on the Big Island to see if I can get our files, OR I will fly to Oahu to pick up the files you request.

I will cc John Carroll again here as well.

My phone number is 808-965-2112. I suggest we connect tomorrow afternoon to discuss next steps.

Thanks for your prompt reply.

I am having problem with my mail connection, so I suggest you mail to Sherri Kane as well. Her mail seems to be working better than mine.

WHAT DOCS Do you NEED right NOW????

Len

On Sun, Apr 11, 2010 at 8:31 PM, Gary Victor Dubin <gdubin@dubinlaw.net> wrote:
Len:

I am oiling the tanks, but have not received any files yet from John Carroll.

Gary

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

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

SENT BY IPHONE

On Apr 11, 2010, at 8:22 PM, Leonard Horowitz <len15@mac.com> wrote:

Exhibit 8

Gary,

Are we okay with the filing you proposed?

Did you receive any assistance with requested documents from John Carroll?

We are feeling less than comfortable about the scheduled foreclosure auction on April 22, 2010, and Sherri has been leaving messages to get in touch with you to confirm your preparations and filings on our behalf to bring the non-judicial foreclosure into Court in Oahu, and get an injunction on the auction.

Can you please let us know what, if anything, I should be doing at this time, besides praying? We have a lot of people who are praying for us and praying you will be highly effective as discussed.

Please confirm receipt of this mail, as our connection has been giving us problems.

Len

On Apr 4, 2010, at 9:16 PM, Gary Victor Dubin wrote:

That works. Gary

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

gdubin@dubinlaw.net

(808) 537-2300 (office)

(808) 392-9191 (cellular)

(808) 523-7733 (facsimile)

SENT BY IPHONE

On Apr 2, 2010, at 8:59 PM, Leonard Horowitz <len15@mac.com> wrote:

Gary, Thanks for clarification. What about this:

... serious defects to subject property not disclosed and never part of previous counterclaims. These were only discovered about two years ago.

There is a lava tube running directly under 1/3 of our building currently causing the collapse of a main support pillar.

LEE had to have known about this because the tube was partly filled in with gravel AND the Country permitted "Septic" system IS THAT SAME LAVA TUBE directly adjacent and beneath the living quarters. This was not disclosed.

Moreover, the jury awarded LEE \$400 for me demolishing the trailer that was purchased in the DROA. That trailer was the subject property in the Agreement for Closing Escrow. Thus, LEE's foreclosure complaint that I "trespassed on his chatels" essentially violates the terms of the DROA and the mortgage note.

Leonard

Leonard

Begin forwarded message:

From: Leonard Horowitz <len15@mac.com>

Date: April 2, 2010 11:09:27 PM PDT

From: Leonard Horowitz <len15@mac.com>
Date: April 13, 2010 8:57:57 PM HST
To: Gary Dubin <gdubin@dubinlaw.net>
Cc: "John S. Carroll" <johncarro001@hawaii.rr.com>, Mitch Fine <mitchfine@hotmail.com>, Jackie Lindenbach <jackiel1957@gmail.com>, Sherri Kane <sherri@thereconnection.com>, raisin_cane@juno.com
Bcc: Gary Zamber <gzamber@gmail.com>
Subject: DATE 20th, NEXT TUES. INJUNCTION DATE FORECLOSURE AUCTION

Gary,

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

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

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

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

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

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

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

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

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

Exhibit 9

Aloha,

Len

From: Leonard Horowitz len15@mac.com
Subject: Re: DATE 20th, NEXT TUES. INJUNCTION DATE FORECLOSURE AUCTION
Date: April 16, 2010 at 1:48 PM
To: Gary Victor Dubin gdubin@dubinlaw.net
Cc: John S. Carroll johncarro001@hawaii.rr.com, Mitch Fine mitchfine@hotmail.com, Jackie Lindenbach jackiel1957@gmail.com, Sherri Kane sherri@thereconnection.com, raisin_cane@juno.com, Shin Murayama shin@dubinlaw.net



Thanks Gary! I will relax.

Len

On Apr 13, 2010, at 9:32 PM, Gary Victor Dubin wrote:

Len:

I am working through the weekend on your case with other attorneys in the office.

Please find a good book to read and let us do the worrying (and the work) without further interruption.

As for files, I asked my office to call John today for the obvious: copies of anything having to do with the mortgage being foreclosed on.

Finally, as I told you, nonjudicial foreclosure actions do not create or change legal rights. Ultimately the court decides, not the auctioneer. It is all designed to scare you and unfortunately is doing a good job of that and Halloween is still six months away!

Gary

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

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

SENT BY IPHONE

On Apr 13, 2010, at 8:57 PM, Leonard Horowitz <len15@mac.com> wrote:

Gary,

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

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

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

John Carroll contacted me, as you now know, to pledge his provision of documents as needed.

John cannot remember me, as you know him, to please the provision of documents as needed.

Can you confirm receipt of John's e-mail with attached documents?

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

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

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

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

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

Aloha,

Len

Leonard Horowitz
len15@mac.com

>> gdubin@dubinlaw.net
>> (808) 537-2300 (office)
>> (808) 392-9191 (cellular)
>> (808) 523-7733 (facsimile)
>>
>> SENT BY iPHONE
>

From: **Gary V. Dubin** <gdubin@dubinlaw.net>
Date: Sat, Jul 9, 2011 at 9:39 PM
Subject: Re: Monday
To: Leonard Horowitz <len15@mac.com>
Cc: Sherri Kane <sherrikane@gmail.com>, Lila King <lking@dubinlaw.net>

Len:

I cannot gag you. But if you make a circus out of the proceedings, we could lose.

Next Monday is only the return hearing. Nothing is supposed to happen on Monday except telling the judge you disagree with the allegations of the complaint.

That's it for Monday. Then we strategize.

Gary

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

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

SENT BY iPHONE

On Jul 9, 2011, at 9:27 PM, Leonard Horowitz <len15@mac.com> wrote:

> Gary,
>
> Assuming you are counsel for The Royal Bloodline of David, can you please enable me, as the Real Party of Interest, to act pro se in my defense. I promise I will follow your instructions, but . . .
>
> You know, as well as I, that I would not have been compelled to hire you, despite your outstanding 97.22%, were it not for the fact that HESTER exclusively named THE ROYAL BLOODLINE OF DAVID as Defendant.
>
> HESTER is broke, white trash, a con artist that the prosecutor is currently working to indict in another criminal case, and HAS NO MONEY. With your paid counsel/coaching, I could easily handle him going pro se to pro se.
>
> The other day, when I was in your office, and again in your mail below, you stated that you will file "a substantial complaint in Circuit Court to run the forces of evil out of town," but you told me in your office that RITKE was not necessarily on your radar screen.

Exhibit 10

> RITKE and SULLA have the only money. John Carroll and the police are both negligent. Who will be your Defendants in your "substantial complaint?" Do they have any money for me to recover damages?

>

> At this point, if you simply dispose of HESTER's Eviction Complaint with prejudice in the District Court of PUNA Third Circuit, you essentially secure the property indefinitely. I was not really planning to sell the property, so the clouded title can remain clouded without them being able to possess the property. I would then just go on paying taxes, and residing there, and carrying on ministry activities there.

>

> Then, following HESTER's criminal indictment, I think you might be able to file something to free-up the title, based on the obvious criminal violations perpetrated to illegally gain the title via the non-judicial foreclosure (part II) process.

>

> So, please tell me, more specifically, about your planned "substantial complaint" and how you think it will benefit us.

>

> Thanks in advance for getting Lila to come to THE ROYAL BLOODLINE OF DAVID's rescue on Monday in Hilo.

>

> Len

>

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

SENT BY IPHONE

----- Forwarded message -----

From: **Gary V. Dubin** <gdubin@dubinlaw.net>
Date: Wed, Jul 13, 2011 at 7:36 PM
Subject: Re: Second Thoughts on New Law No Help
To: Leonard Horowitz <len15@mac.com>
Cc: Sherri Kane <sherrikane@gmail.com>

Len:

My goal is to protect your title to the property and to do whatever is necessary toward that end, and your antics are counter-productive, so like one general to another: stop it.

Do not injure our goal internally. There will be plenty of time to sort out the facts and the law.

This is not the time to do battle outside of court.

Gary

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

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

SENT BY IPHONE

On Jul 13, 2011, at 7:26 PM, Leonard Horowitz <len15@mac.com> wrote:

> Gary,

>

> I find it VERY interesting that HESTER's loss on Monday to Horowitz and Dubin/King would bring that cockroach SULLA scurrying out of his demonic head trip to engage you in a suppression of truth. This proves one thing for sure: That SULLA sent HESTER in Pro Se to bleed me in defense of the corp/defendant--an action that brought you \$18K of my money.

>

> I am going to assume, for the sake of our attorney/client relationship, that you are on my side, and your counsel is heart felt. But,.... Let's get real. You stated to me that the Courts are not about justice. "They are about LEVERAGE." The truth about this case is my leverage. I already have two film-makers advancing

offers to produce a screen play, based on that article; not whether you win a return of our title.

>

> You told me the other day that you do not like the kind of publicity that Sherri and I can bring on your behalf, when I offered it.

>

> Frankly, the truth, in my business, generates lucrative publicity and helps pay my attorneys' fees.

>

> The other day, when I asked you if you would provide a quote for a well-publicized news story, you declined. I honored that in two ways. First by simply accepting your personal concerns were honorable; and second by neglecting to mention you in a draft that I am currently developing with Sherri.

>

> I will keep you out of my news reports, so long as you keep the cockroaches off my land.

>

> Respectfully,

>

> Len

>

>

----- Forwarded message -----

From: **Leonard Horowitz** <len15@mac.com>
Date: Wed, Jul 13, 2011 at 6:34 PM
Subject: Re: New Law No Help
To: "Gary V. Dubin" <gdubin@dubinlaw.net>
Cc: Sherri Kane <sherrikane@gmail.com>

Gary, This article has been up for many months. This is an old story, and I have yet to make it international news, because I have been side-tracked for now.

Show Sherri and I one false claim in this article, and Sherri will retract the statement and issue an apology.

I want you to sue Paul Sulla. He must be sued for what he has done illegally, and the damages his sham RITKE "church" has caused.

Did Sulla inform you about his Ayhuasca "church" during his call? On how he is trafficking DMT? I am sure the world would like to know about this.

In fact, I met a fellow yesterday here in Pahoehoe who was still "tripping" from the "journey" Sulla guided his parishioners the other day.

If you are as good an attorney as your fame and claim, and a warrior for justice and the "little guy" as you claim, you will recover our damages caused by Sulla's gross criminal neglect of performing an inquiry reasonable, fraudulent business filings, and illegitimate, now criminal, NJF that has cost us about \$600K since 2009.

FYI, Sulla contacted local attorney Brian DePalma, whose office I commissioned first to defend us against LEE/RITKE.

Brian told Paul to stick his anger up his ass. Sulla cannot defend a libel claim against the facts and truth.

This is part of the reason I want you to protect and advance my ability to litigate pro se.

It is counter productive to counter-claim against Hester exclusively.

If you are going to charge me tens of thousands, if not hundreds of thousands of dollars to clear title on this property, then the County, Sulla, and Ritke are the only realistic defendants who have clearly damaged us and have the money to repay our damages.

Moreover, if you are telling me that the ODC and judiciary are backing Sulla, then this is no surprise. As a member of the free press, I personally believe the press has a Constitutional duty to inform the public about corruption from the local police department to the prosecutors office to the State's ODC and Supreme Court.

You battle against great powerful forces of evil, don't you? So do I.

I respect your counsel. Please respect our journalism. I respect your business suit, please respect my tie-dyed shirt.

Tell Sulla, as you appear now to be his advocate, to put his concerns in writing, stating precisely what issue(s) he has with what is written. I will take it under advisement and issue an apology and retraction if warranted.

I want you to motion to the Courts that HOROWITZ is the Real Party of Interest, and maintains the capacity to defend his rights and property pro se. I know I have that legal right.

If necessary, I want your firm to arrange the dissolution of THE ROYAL BLOODLINE OF DAVID MINISTRY. We are bankrupted by this criminality anyway, and it is stupid to allow HESTER to act pro se for his Sulla-concocted fraudulent conveyance "church," when I have to shell out tens of thousands to you to defend our ministry that is making the greatest contributions to humanity since Jesus.

You have no idea how much I bless this planet. So kindly show some respect.

Best,

Len

>

> On Jul 13, 2011, at 5:53 PM, Gary V. Dubin wrote:

>

>> http://web.mac.com/len15/PaulSULLAfraud.com/Foreclosure_Negligence_Case.html

>>

>> LEN:

>>

>> PAUL SULLA CALLED ME. HE IS OF COURSE ABSOLUTELY FURIOUS. THIS ARTICLE IS GOING TO TURN THE JUDICIARY AGAINST YOU AND HINDER OUR EFFORTS TO PROTECT YOUR PROPERTY, AS WELL AS DRAG YOU INTO EXPENSIVE LIBEL LAWSUITS. IT WILL INTERFERE WITH OUR EFFORTS TO HELP YOU AND GAIN YOU NOTHING IN RETURN BUT GIANT SIZED HEADACHES. IT IS COUNTER-PRODUCTIVE. GARY

>>

>> Dubin Law Offices

>> Harbor Court, Suite 3100

>> 55 Merchant Street

>> Honolulu, Hawaii 96813

>>

> It was to be a simple dismissal hearing?
> Did Ben get the Motion to Dismiss filed in time?
> Len
>
> On Sep 23, 2011, at 4:32 PM, Gary V. Dubin wrote:
>
>> Len:
>>
>> I have just been advised that the Monday hearing in your case has been continued -- apparently to November. I do not have the new date yet.
>>
>> Gary
>>
>> Dubin Law Offices
>> Harbor Court, Suite 3100
>> 55 Merchant Street
>> Honolulu, Hawaii 96813
>>
>> gdubin@dubinlaw.net
>> (808) 537-2300 (office)
>> (808) 392-9191 (cellular)
>> (808) 523-7733 (facsimile)
>>
>> SENT BY iPHONE
>

----- Forwarded message -----

From: **Gary V. Dubin** <gdubin@dubinlaw.net>
Date: Thu, Jul 14, 2011 at 12:32 AM
Subject: Re: Nice to get to know you.
To: Leonard Horowitz <len15@mac.com>
Cc: Sherri Kane <sherrikane@gmail.com>

Len:

Our goal in state district court is simply to get the case dismissed, period.

The state district court does not even have jurisdiction to hear your fraud "counterclaims."

That means that even if it wanted to, as matter of law it cannot.

It would be worse than talking to a wall.

Does that make sense? No.

Do not make a fool of yourself. Nor us.

Gary

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

From: Gary Victor Dubin <gdubin@dubinlaw.net>
Date: September 26, 2011 8:40:21 AM HST
To: Benjamin Brower <bbrower@dubinlaw.net>
Cc: Leonard Horowitz <len15@mac.com>, Sherri Kane
<sherrikane@gmail.com>
Subject: Re: Hearing continued?

Len:

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

Gary

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

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

Sent from my iPad

On Sep 26, 2011, at 8:16 AM, Benjamin Brower <bbrower@dubinlaw.net> wrote:

Mr. Horowitz:

Mr. Sulla and I discussed his prior involvement with the issues surrounding your case. However the fact remains that in the case that is presently before the court, he just became involved. He represented to me that he wanted a continuance. Based on my experience the Court will always grant a continuance if it is the first time one has been asked for, so I agreed to continue the hearing. Delay does not change the issues in the case at all; in this instance I could have flown to Hilo for the hearing, which would have taken about six hours of attorney time, nearly 1200 dollars by the time it is added up, and cost the price of a plane ticket, at least another 200 dollars, and am 99 percent certain that exactly the same result would have occurred, or I could save time and money and fight this case on issues, not on procedure. Again I will discuss this with you later this afternoon, but if you are curious as to why I made the decision, this email explains it.

As to when I learned of the continuance, Mr. Sulla and I discussed it early last week, but I did not know that he had submitted the documentation to the Court until late Friday afternoon.

Benjamin Brower
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, HI 96813

On Mon, Sep 26, 2011 at 7:57 AM, Gary Victor Dubin
<<mailto:gdubin@dubinlaw.net>gdubin@dubinlaw.net> wrote:
Len:

You are inventing issues. Please allow us to represent you in a professional manner without wasted effort.

Gary

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

Office: [\(808\) 537-2300](tel:8085372300)

Cellular: [\(808\) 392-9191](tel:8083929191)

Facsimile: [\(808\) 523-7733](tel:8085237733)

Email: <mailto:gdubin@dubinlaw.net><mailto:gdubin@dubinlaw.net>gdubin@dubinlaw.net

Sent from my iPad

On Sep 26, 2011, at 7:43 AM, Leonard Horowitz <<mailto:len15@mac.com>len15@mac.com> wrote:

Ben and Gary,

This Sulla/Hester maneuver was a calculated criminal ploy to extend the attempted theft, fraudulent conversion of title/mortgage notes, abuse of process, and malicious psychologically devastating and financially damaging harassment.

Please be sure that you file for sanctions against attorney Sulla, who sent Hester to Court by himself, but required me to hire you to defend the Corp. Sulla was in touch by phone with Gary, according to Gary, so he ABSOLUTELY knew full well what was happening,; in FACT was behind Hester's misrepresentation of the case as an eviction, rather than a contested title in the Court of Appeals. The aim is to advance theft, damage me financially and emotionally, costing me your time and the portion of my retainer.

I need you to file a complaint with the ODC against Sulla, simply to go on record about this sanctionable malpractice, and plead for attorney's fees given the abuse of process. You wrote, "This is not an uncommon occurrence and is not something you should be worried about." That is a lot of "misdiagnosis." I know Sulla much better than you and Gary, and have watched him operate in this case and three others wherein he committed fraud and misrepresentation.

Why would Sulla need a "continuence" when he sourced the entire case and bogus Hester filing.

I thought the plan was to take this case to Honolulu, according to Gary.

When did you find out about this "continuence," Ben? Because Sherri called Gary on Friday, after we were simply trying to find out the date, for which I extended my time on the Big Island.

Len

On Sep 26, 2011, at 6:48 AM, Benjamin Brower wrote:

Mr. Horowitz:

There is no problem regarding the motion to dismiss. Apparently Paul Sulla is now involved as Mr. Hester's attorney for this case; he called me and requested a continuance. Given that this would be the first continuance in this case, the court would have granted Mr. Sulla's request over my objections if we had gone to court and asked, so I agreed to stipulate to the continuance. This is not an uncommon occurrence and is not something you should be worried about.

I have been out of the office attending hearings on the outer islands for the last three business days. I am under some extreme deadline pressure and will have to spend most of today writing; however I will call you this afternoon with the new hearing date and so on.

Benjamin Brower
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, HI 96813

On Sun, Sep 25, 2011 at 10:16 PM, Gary Victor Dubin
<<mailto:gdubin@dubinlaw.net><mailto:gdubin@dubinlaw.net>> wrote:
Len:

Please stop the back seat hypocandratric second guessing. There is no problem. We are not John Carroll. There are many reasons why hearings are often continued. The Judge already said he would probably dismiss. Smile.

Gary

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

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

Sent from my iPad

On Sep 25, 2011, at 10:01 PM, Leonard Horowitz
<<mailto:len15@mac.com><mailto:len15@mac.com>> wrote:

> Gary:
> What is/was the problem?
> It was to be a simple dismissal hearing?
> Did Ben get the Motion to Dismiss filed in time?
> Len
>
> On Sep 23, 2011, at 4:32 PM, Gary V. Dubin wrote:
>
>> Len:

>>
>> I have just been advised that the Monday hearing in your case has been continued -- apparently to November. I do not have the new date yet.
>>
>> Gary
>>
>> Dubin Law Offices
>> Harbor Court, Suite 3100
>> 55 Merchant Street
>> Honolulu, Hawaii 96813
>>
>> <mailto:gdubin@dubinlaw.net><mailto:gdubin@dubinlaw.net>gdubin@dubinlaw.net
>> [\(808\) 537-2300](tel:(808)537-2300) (office)
>> [\(808\) 392-9191](tel:(808)392-9191) (cellular)
>> [\(808\) 523-7733](tel:(808)523-7733) (facsimile)
>>
>> SENT BY iPHONE
>

----- Forwarded message -----

From: **Benjamin Brower** <bbrower@dubinlaw.net>
Date: Mon, Sep 26, 2011 at 1:23 PM
Subject: Re: Hearing continued?
To: Gary Victor Dubin <gdubin@dubinlaw.net>
Cc: sherrickane@gmail.com, Len Horowitz <len15@mac.com>

I have fully explained the reasoning behind my decision. I do not feel the need to do so again. The decision saved you money in attorneys' fees, saved me a great deal of wasted effort, and does not affect the merits of your case in any way. This is the last communication you will receive from me on this issue; I have work that needs to be completed today. If you wish to discuss some OTHER issue, then feel free to contact me at about 5:00 PM today, when I have some time that is not already spoken for.

Benjamin Brower
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, HI 96813

On Mon, Sep 26, 2011 at 12:34 PM, Gary Victor Dubin <gdubin@dubinlaw.net> wrote:

Please stop bothering us with this ridiculous request. We could not justify spending nearly two thousand dollars in fees and costs when the Judge would have automatically granted a continuance. Nor

can we justify spending YOUR money continuing to respond to this nonsense. Stop telling us how to do lawyering. Gary

From: sherrikane@gmail.com [mailto:sherrikane@gmail.com]

Sent: Monday, September 26, 2011 12:29 PM

To: Benjamin Brower

Cc: Gary Victor Dubin; Len Horowitz

Subject: Re: Hearing continued?

Hi Ben,

Please tell us what is the payoff for doing Sulla that favor without our consent?

We are awaiting your phone call.

[310 877 3002](tel:3108773002)

[808 965 2112](tel:8089652112)

Sent from my Verizon Wireless BlackBerry

From: Benjamin Brower <bbrower@dubinlaw.net>

Date: Mon, 26 Sep 2011 08:16:20 -1000

To: Gary Victor Dubin <gdubin@dubinlaw.net>

Cc: Leonard Horowitz <len15@mac.com>; Sherri Kane <sherrikane@gmail.com>

Subject: Re: Hearing continued?

Mr. Horowitz:

Mr. Sulla and I discussed his prior involvement with the issues surrounding your case. However the fact remains that in the case that is presently before the court, he just became involved. He represented to me that he wanted a continuance. Based on my experience the Court will always grant a continuance if it is the first time one has been asked for, so I agreed to continue the hearing. Delay does not change the issues in the case at all; in this instance I could have flown to Hilo for the hearing, which would have taken about six hours of attorney time, nearly 1200 dollars by the time it is added up, and cost the price of a plane ticket, at least another 200 dollars, and am 99 percent certain that exactly the same result would have occurred, or I could save time and money and fight this case on issues, not on procedure. Again I will discuss this with you later this afternoon, but if you are curious as to why I made the decision, this email explains it.

As to when I learned of the continuance, Mr. Sulla and I discussed it early last week, but I did not know that he had submitted the documentation to the Court until late Friday afternoon.

Benjamin Brower

Dubin Law Offices

55 Merchant Street, Suite 3100

Honolulu, HI 96813

On Mon, Sep 26, 2011 at 7:57 AM, Gary Victor Dubin <gdubin@dubinlaw.net> wrote:

Len:

You are inventing issues. Please allow us to represent you in a professional manner without wasted effort.

Gary

DUBIN LAW OFFICES

Suite 3100, Harbor Court

55 Merchant Street

Honolulu, Hawaii 96813

Office: [\(808\) 537-2300](tel:(808)537-2300)

Cellular: [\(808\) 392-9191](tel:(808)392-9191)
Facsimile: [\(808\) 523-7733](tel:(808)523-7733)
Email: gdubin@dubinlaw.net

Sent from my iPad

On Sep 26, 2011, at 7:43 AM, Leonard Horowitz <len15@mac.com> wrote:
Ben and Gary,

This Sulla/Hester maneuver was a calculated criminal ploy to extend the attempted theft, fraudulent conversion of title/mortgage notes, abuse of process, and malicious psychologically devastating and financially damaging harassment.

Please be sure that you file for sanctions against attorney Sulla, who sent Hester to Court by himself, but required me to hire you to defend the Corp. Sulla was in touch by phone with Gary, according to Gary, so he ABSOLUTELY knew full well what was happening,; in FACT was behind Hester's misrepresentation of the case as an eviction, rather than a contested title in the Court of Appeals. The aim is to advance theft, damage me financially and emotionally, costing me your time and the portion of my retainer.

I need you to file a complaint with the ODC against Sulla, simply to go on record about this sanctionable malpractice, and plead for attorney's fees given the abuse of process. You wrote, "This is not an uncommon occurrence and is not something you should be worried about." That is a lot of "misdiagnosis." I know Sulla much better than you and Gary, and have watched him operate in this case and three others wherein he committed fraud and misrepresentation.

Why would Sulla need a "continuance" when he sourced the entire case and bogus Hester filing.

I thought the plan was to take this case to Honolulu, according to Gary.

When did you find out about this "continuance," Ben? Because Sherri called Gary on Friday, after we were simply trying to find out the date, for which I extended my time on the Big Island.

Len

----- Forwarded message -----

From: **Gary Victor Dubin** <gdubin@dubinlaw.net>
Date: Mon, Sep 26, 2011 at 7:27 AM
Subject: Re: Hypocandratc is not a word. Hearing continued?
To: Leonard Horowitz <len15@mac.com>
Cc: Sherri Kane <sherrikane@gmail.com>

Len:

Let's face it. You will never be satisfied: complaining about fees and costs, yet wasting attorney's time, second-guessing your attorneys, yet having no legal or procedural knowledge yourself.

Gary

DUBIN LAW OFFICES
Suite 3100, Harbor Court

Client(s):

LEONARD G. HOROWITZ

Date Signed:

JULY 5, 2011

DUBIN LAW OFFICES 2011 LEGAL SERVICES AGREEMENT

1. **Attorney-Client Fee Contract.** This document is a written fee contract with the Dubin Law Offices. We will provide you with legal services on the terms and conditions set forth below. This agreement shall not take effect, however, and we will have no obligation to provide legal services to you, until we have signed this agreement incorporating these terms and conditions by reference and you have paid the Minimum Fee Retainer as described in Paragraph 4.
2. **Scope of Services.** You are hiring the Dubin Law Offices as your attorneys to represent you in specific matters to be set forth and described in a separate letter agreement. We will provide those services reasonably required to represent you in those matters. We will take reasonable steps to keep you informed of our progress and to respond to your inquiries. If a court action is filed or binding arbitration commenced on your behalf, we will represent you through trial and post-trial motions. After judgment, we will not represent you on appeal or in execution proceedings unless we subsequently agree to do so in writing. Unless we make a different agreement in writing, this agreement will govern all future services we may perform for you.
3. **Client's Duties.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this agreement, to pay your bills on time, and to keep us advised of your address, telephone numbers, and whereabouts at all times so that we can represent you properly.
4. **Minimum Fee Retainer.** You agree to pay us an initial retainer plus all expenses incurred by us so that we can begin your work, in exchange for our agreement to represent you. The amount of the minimum fee retainer will be based upon the timing and nature of the work to be performed and the degree of skill and effort required. In foreclosure cases, we are experimenting with a minimum flat fee retainer, subject to reevaluation as the case proceeds.
5. **General Counsel Services.** If requested, we will provide consultant services to assist you and/or your existing attorneys in pending or anticipated legal matters. We offer first opinions with respect to proposed litigation, second opinions with respect to ongoing cases, attorney and expert referrals, advice pertaining to mediation, arbitration, and case management, will monitor outside legal billings for you, and will conduct confidential legal audits. For such General Counsel Services we require a minimum fee retainer of at least \$15,000 – depending upon the nature of the work required.
6. **Lead Counsel Services.** We are prepared to assume primary responsibility for all of your litigation needs. We offer extensive civil and criminal trial and appellate services tailored to your individual requirements. Our minimum fee retainer for such basic litigation services begins at \$25,000 – depending upon the subject matter, expertise required, amounts in dispute, and anticipated pretrial needs and trial time.
7. **Complex Counsel Services.** Occasionally we are requested to represent clients in multi-jurisdictional and/or multi-case matters which can require inordinate time and attention. To adequately perform our responsibilities in such instances we must request larger minimum fee retainers, which in the past have ranged from \$50,000 to \$385,000 – depending upon client needs.
8. **Contingency Fee Services.** We do not provide legal services based upon purely contingency fee retainer arrangements, waiving our minimum fee retainer requirement, except in personal injury cases. When our minimum fee retainer is waived, the client agrees to pay all expenses, but our fee shall be paid only out of any gross recovery, based upon a percentage of such pretax recovery after case expenses are paid: 25% of recovery prior to suit, 40% of recovery during suit, 50% of recovery on appeal, or as set by statute.

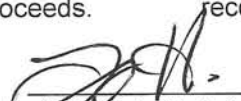

(client initials)

Exhibit 11

9. **Pro Bono Services.** A certain percentage of our time is allocated annually to assisting persons *pro bono*, otherwise unable to afford legal services. We are only able to assist a small handful of qualifying clients in this way, having to refer most to community agencies. Priority is given by us mostly to cases involving government misconduct, and whose outcomes could be of special benefit to others in the general population who are similarly situated.
10. **Legal Fees Charged.** We bill hourly for time spent, subject to periodic increases, unless an estimated flat fee is selected, which hourly charges are currently between \$550 and \$450 for senior attorneys, between \$250 and \$180 per hour for associate attorneys, and between \$80 and \$100 per hour for paralegal assistants. An additional 10% hourly is charged for court or arbitration appearances made on your behalf. Flat fees are subject to reevaluation based on case longevity and unanticipated case needs.
11. **When Fees Charged.** You will be charged for all work performed for you. We will charge you for time spent on telephone calls relating to your matter, including calls with opposing counsel and court personnel. When legal personnel working on your case confer with one another or attend meetings or hearings together, each will charge for time spent. Waiting time in court and elsewhere and for travel time, both locally and out of town, will also be charged to you.
12. **General Costs Charged.** We will incur and often be required to advance for your benefit various case costs and expenses. You agree to pay those costs and expenses in addition to our fees. Such costs and expenses include process servers' fees, fees assessed by courts and other agencies, court reporters' fees, Inter-Island travel, long distance telephone and fax charges, messenger and other delivery fees, postage, after-hours air conditioning, parking and other local travel expenses, photocopying and other reproduction costs, clerical overtime, computer research, and other similar items.
13. **Special Costs Charged.** Many cases require special case expenditures. They will only be incurred with your advance written general authorization. These include out of State travel, for which you will be responsible for payment of transportation, meals, lodging, and all other costs, and the hiring of necessary case consultants, experts, accountants, and investigators, to aid in the understanding, preparation and/or presentation of your case. We will not hire such persons or organizations unless you agree to pay their fees and charges.
14. **Billing Statements.** We will provide you periodic statements for fees and costs only at intervals you may request. We will bill you the equivalent of the excise tax we must pay to the State of Hawaii on our fees and expenses billed directly to you irrespective of your state of residence or domicile. There will therefore be added to your periodic billing an amount equal to 4.712% of the total amount billed, or similar proportional amount should the percentage State excise tax be increased or decreased by County. Payment will be due within 30 days.
15. **Additional Required Deposits.** Whenever your Minimum Fee Retainer as described in Paragraph 4 is exhausted, you will be required to make additional deposits, each up to a maximum of \$25,000, within 30 days, to cover future fees. Once a trial or arbitration date is set, but not more than six months in advance, we will require you to pay all sums then owing and deposit the full amount of fees and costs we estimate will be incurred in preparing for and completing the trial or arbitration, as well as all court, jury, or arbitration fees likely to be assessed, which may exceed the maximum deposit amount. Flat fees are not subject to additional deposits, but are reevaluated based on reassessment of ongoing case needs.
16. **Attorneys' Lien.** You hereby grant us a lien on your claims or causes of action which are the subject of our representation, and on any recovery or settlement thereof, for any sums owed us during or after our representation.


(client initials)

17. **Termination.** You may discharge us at any time, subject to court rules. We may withdraw with your consent or for good cause when required or permitted by professional and ethical rules of the Bar or the Courts. Good cause also includes any breach of this agreement by you, your refusal to cooperate with us, or your decision to disregard our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical.

18. **Termination Responsibilities.** When our services are concluded, all unpaid charges will immediately become due and payable. After our services are concluded, we will, upon request, deliver your files to you, along with any funds or property of yours in our possession, upon reasonable notice to us in writing. It is however our policy to keep you fully informed by providing you with copies of all documents received and generated by us pertaining to your case; when our services are concluded therefore we will have no obligation to provide you with items or copies of items which have already been provided to you during the course of our representation unless you specifically request and you pay the additional expense.

19. **Disclaimer Of Guaranty.** Nothing in this agreement or in our statements to you will be construed as a promise or guaranty about the outcome of your matter. We can make no such promises or guaranties given the uncertainties of legal matters. Any comments by us about the outcome of your matter are comments of expressions of opinion only.

20. **Effective Date.** This agreement will take effect only when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. Even if this agreement does not take effect, you will be obligated to pay us for the reasonable value of any services we may have nevertheless performed for you with your knowledge and consent in anticipation of our being retained by you.

Acknowledgement

I/We have carefully read and accept the terms of this 2011 Legal Services Agreement:

SIGNATURE(S) ABOVE

DATED: July 5, 2011

PLEASE PRINT NAME(S) BELOW:

LEONARD G. HOROWITZ

ADDRESS BELOW:

13-3775 KALAPANA HWY
PAALO, HI 96778

TELEPHONE, FAX, E-MAIL
ADDRESS BELOW:

808-946-6999
808-965-2112 (Big Island)
301-877-3002

APPROVED BY:

DATED:

[Signature]
7/5/11
The Royal Bloodline of David -

Legal Services To Be Provided:

Agreed Minimum Retainer: [] fees \$ 18,000 -; [] costs \$ _____
[] flat fee; [] _____

Payment Due Date New Balance Past Due Amount Minimum Payment

08/24/11	\$28,321.50	\$0.00	\$496.00
----------	-------------	--------	----------



Account number: 4388 5760 4655 2504

\$

.

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

438857604655250400049600028321500000000000000008

16794 BEX 9 20811 C
LEONARD G HOROWITZ
JACQUELINE LINDENBACH
1778 ALA MOANA BLVD APT 4005
HONOLULU HI 96815-1620



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



5000 160 28 23660465525040



Manage your account online: Customer Service Additional contact
www.chase.com/united 1-800-537-7783 information on back ➡

ACCOUNT SUMMARY

Account Number: 4388 5760 4655 2504	
Previous Balance	\$37,044.46
Payment, Credits	-\$33,335.50
Purchases	+\$24,399.35
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$213.19
New Balance	\$28,321.50
Opening/Closing Date	06/28/11 - 07/27/11
Credit Access Line	\$50,000
Available Credit	\$21,678
Cash Access Line	\$10,000
Available for Cash	\$10,000

PAYMENT INFORMATION

New Balance	\$28,321.50
Payment Due Date	08/24/11
Minimum Payment Due	\$496.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	32 years	\$63,544
\$986	3 years	\$35,511 (Savings=\$28,033)

If you would like information about credit counseling services, call 1-866-797-2885.

YOUR ACCOUNT MESSAGES

& Item was transferred from lost / stolen account.

MILEAGE PLUS MILES EARNED

Miles earned this statement from purchases	7,064	Thank you for choosing the United Mileage Plus Visa! Please visit www.united.com/chase to see all of your redemption options! 1-800-421-4655 (Mileage Plus) 1-800-241-6522 (Reservations)
Total miles earned this statement	7,064	
Total miles transferred to United	7,064	
Year to date miles earned on credit card	196,111	

Your United Mileage Plus Visa allows you to earn unlimited miles for your everyday spend! You earn 1 mile for every \$1 you spend on purchases. Add authorized users, and sign up to have your monthly bills charged to your card - why not get miles for all those purchases too?

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
06/29	Payment - Thank You	-10,000.00
07/02	Payment - Thank You	-1,000.00
07/06	&USPS.COM CLICK66100611 WASHINGTON DC	-10.50
07/18	Payment - Thank You	-5,000.00
07/21	PAYPAL *7708888290 402-935-7733 GA	-125.00
06/22	BRILLIANT HEALTH 928-282-8177 AZ	-17,200.00
PURCHASES		
06/29	NEVADA SECRETARY OF ST 775-684-5780 NV	105.00
06/30	EASTBIZ.COM INC. 888-284-3821 NV	105.00
06/30	INCPARADISE 310-212-7134 NV	129.00
07/02	THE SHIPPING SHACK 2 HONOLULU HI	17.93
07/05	DUBIN LAW OFFICES (TRU 808-537-2300 HI	19,262.82

Exhibit 12

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

E-mail Address: _____

To service and manage any of your account(s), we, our representatives, JPMorgan Chase representatives, and/or affiliates, may contact you at any telephone number you provide to us. Please refer to your Cardmember Agreement for additional details about the use of your personal information and/or visit our website shown below to provide us with additional contact information.

To contact us regarding your account:



By Telephone:

In U.S. 1-800-537-7783
Español 1-888-446-3308
TDD 1-800-955-8060
Pay by phone 1-800-436-7958
Outside U.S. call collect
1-847-888-6600



Send Inquiries to:

P.O. Box 15298
Wilmington, DE 19850-5298



Mail Payments to:

P.O. Box 94014
Palatine, IL 60094-4014



Visit Our Website:

www.chase.com/united

Information About Your Account

Crediting of Payments: You may make payments by any of the options listed below. The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution.

You may make payments by regular U.S. mail. Send your payment to the Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement. Do not send cash. Write your Account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day by 5:00 p.m. local time at our Payments address on this statement, we will credit the payment to your Account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 5:00 p.m. local time at the Payments address on this statement, we will credit it to your Account as of the next calendar day.

You may make payments electronically through our website shown on this statement. If we receive your completed request on our website by 5 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 5 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

Account Information Reported to Credit Bureaus: We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Inquiries address shown on this statement.

To Service and Manage Any of Your Account(s): We, our representatives, JPMorgan Chase representatives, and/or affiliates, may contact you at any telephone number you provide to us. Please refer to your Cardmember Agreement for additional details about the use of your personal information.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check collection or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

Annual Renewal Notice: If your Account Agreement has an annual membership fee and/or similar charge for issuance or availability of your account, it will be billed each year or in monthly or quarterly installments. This fee and/or charge are owed whether or not you use your Account, and you agree to pay them when billed. The annual fee and charge are non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual fee or charge is billed and at the same time, you pay your outstanding balance in full. If you do this, for a charge billed more often than annually such as a monthly service charge, you will not owe the last billed charge; however, prior billed charges are non-refundable and must be paid as part of paying your outstanding balance in full. Your payment of the annual fee or charge does not affect our rights to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, we will continue to impose the annual fee and/or charge until you pay your outstanding balance in full and terminate your Account relationship.

Calculation of Balance Subject to Interest Rate: To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including current transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including current transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges, using the applicable periodic rates shown on this statement, separately for each feature (e.g., balance transfer checks and cash advance checks ("check transaction"), purchases, balance transfers, cash

advances, promotional balances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate (or such index described in your Account Agreement). There is a minimum interest charge of \$1.50 (or such amount described in your Account Agreement) in any billing cycle in which you owe any periodic interest charges, and a transaction fee for each balance transfer, cash advance, or check transaction, in the amounts stated in your Account Agreement, as it may be amended. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction (or such amount described in your Account Agreement).

How to Avoid Paying Interest on Purchases: We begin assessing periodic interest charges on a transaction, fee, or interest charge from the date it is added to your daily balance until your Account is paid in full, as described in your Account Agreement. Your due date will be a minimum of 21 days following the close of each billing cycle. You can avoid periodic interest charges on new purchases when they are first billed to a statement as described below, but this does not apply to balance transfers, cash advances or overdraft advances. If you receive a current monthly statement that includes new purchases and make a payment that we receive by the date and time the Minimum Payment is due for that statement, we will not charge periodic interest on any portion of those new purchases that we allocate such payment to, so long as 1) your current statement also shows that we received payment of the ending balance for your previous month's statement by the date and time its Minimum Payment was due OR 2) that the ending balance for your previous month's statement was zero. If you have a balance other than a purchase balance and that balance carries a higher periodic interest rate, you may not be able to avoid periodic interest charges on new purchases if you do not pay your balance in full each month, because we generally allocate payments first to the balance with the highest periodic interest rate.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us on a separate sheet at Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299. You may also contact us on the web at chase.com.

In your letter, give us the following information:

- Account information: Your name and Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing or on the web at chase.com. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Customer Service, P.O. Box 15299 Wilmington, DE 19850-5299 or on the web at chase.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
07/05	MAGNUS PROD 4805591111 AZ	190.93
07/06	J2 *EVOICE 866-761-8108 CA	99.95
07/07	WEBEX *WEBEX.COM 916-861-3157 CA	3.95
07/06	BBS RADIO 800-6822289 CA	70.00
07/10	MAGNUS PROD 4805591111 AZ	399.06
07/09	VOLUSION INC 800-6463517 TX	89.10
07/12	BBS RADIO 800-6822289 CA	35.00
07/14	MAGNUS PROD 4805591111 AZ	572.79
07/15	MAGNUS PROD 4805591111 AZ	589.50
07/16	MAGNUS PROD 4805591111 AZ	295.03
07/19	MAGNUS PROD 4805591111 AZ	208.13
07/19	PAYPAL *JOHNSONINTE 4029357733 CA	85.80
07/19	MAGNUS PROD 4805591111 AZ	190.93
07/20	PAYPAL *ECOPOXY SYS 402-935-7733 RI	203.98
07/19	BBS RADIO 800-6822289 CA	35.00
07/20	APPLIED MAGNETS 972-333-6392 TX	40.90
07/20	MAGNUS PROD 4805591111 AZ	190.93
07/20	PAYPAL *7708888290 402-935-7733 GA	125.00
07/20	INCPARADISE 310-212-7134 NV	89.00
07/20	INCPARADISE 310-212-7134 NV	89.00
07/20	INCPARADISE 310-212-7134 NV	89.00
07/21	HITELCOM IVR PMT 866-6615598 HI	123.55
07/20	NEVADA SECRETARY OF ST 775-684-5780 NV	105.00
07/20	NEVADA SECRETARY OF ST 775-684-5780 NV	105.00
07/21	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	107.19
07/21	HAY HOUSE 800-6545126 CA	48.87
07/20	NEVADA SECRETARY OF ST 775-684-5780 NV	105.00
07/22	MAGNUS PROD 4805591111 AZ	208.13
07/22	TARGET 00026823 HILO HI	66.45
07/23	VOLUSION INC 800-6463517 TX	174.95
07/25	PARADISE BUSINESS PAHOA HI	10.98
07/25	J2 *EFAX PLUS SERVICE 323-817-3205 CA	10.00
07/26	MAGNUS PROD 4805591111 AZ	21.50
INTEREST CHARGED		
07/27	PURCHASE INTEREST CHARGE	213.19
TOTAL INTEREST FOR THIS PERIOD		\$213.19

2011 Totals Year-to-Date	
Total fees charged in 2011	\$218.30
Total interest charged in 2011	\$213.19
Year-to-date totals reflect all charges minus any refunds applied to your account.	

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	15.24% (v)	\$17,020.98	\$213.19
CASH ADVANCES			
Cash advances	18.99% (v)	-0-	-0-
BALANCE TRANSFERS			
Balance transfers	15.24% (v)	-0-	-0-

(v) = Variable Rate30 Days in Billing Period
Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

IMPORTANT NEWS

Get three miles per dollar every time you dine out with Mileage Plus Dining. Register today for the Welcome Bonus and you can also earn 1,000 bonus miles.
Go to www.united.com/dining and get upgraded today.
By visiting this site you identify yourself as a cardmember.

If you are going to charge me tens of thousands, if not hundreds of thousands of dollars to clear title on this property, then the County, Sulla, and Ritke are the only realistic defendants who have clearly damaged us and have the money to repay our damages.

Moreover, if you are telling me that the ODC and judiciary are backing Sulla, then this is no surprise. As a member of the free press, I personally believe the press has a Constitutional duty to inform the public about corruption from the local police department to the prosecutors office to the State's ODC and Supreme Court.

You battle against great powerful forces of evil, don't you? So do I.

I respect your counsel. Please respect our journalism. I respect your business suit, please respect my tie-dyed shirt.

Tell Sulla, as you appear now to be his advocate, to put his concerns in writing, stating precisely what issue(s) he has with what is written. I will take it under advisement and issue an apology and retraction if warranted.

I want you to motion to the Courts that HOROWITZ is the Real Party of Interest, and maintains the capacity to defend his rights and property pro se. I know I have that legal right.

If necessary, I want your firm to arrange the dissolution of THE ROYAL BLOODLINE OF DAVID MINISTRY. We are bankrupted by this criminality anyway, and it is stupid to allow HESTER to act pro se for his Sulla-concocted fraudulent conveyance "church," when I have to shell out tens of thousands to you to defend our ministry that is making the greatest contributions to humanity since Jesus.

You have no idea how much I bless this planet. So kindly show some respect.

Best,

Len

>
> On Jul 13, 2011, at 5:53 PM, Gary V. Dubin wrote:
>
>> http://web.mac.com/len15/PaulSULLAfraud.com/Foreclosure_Negligence_Case.html
>>
>> LEN:
>>
>> PAUL SULLA CALLED ME. HE IS OF COURSE ABSOLUTELY FURIOUS. THIS ARTICLE IS GOING TO TURN THE JUDICIARY AGAINST YOU AND HINDER OUR EFFORTS TO PROTECT YOUR PROPERTY, AS WELL AS DRAG YOU INTO EXPENSIVE LIBEL LAWSUITS. IT WILL INTERFERE WITH OUR EFFORTS TO HELP YOU AND GAIN YOU NOTHING IN RETURN BUT GIANT SIZED HEADACHES. IT IS COUNTER-PRODUCTIVE. GARY
>>
>> Dubin Law Offices
>> Harbor Court, Suite 3100
>> 55 Merchant Street
>> Honolulu, Hawaii 96813
>>

Exhibit 13

On Sep 26, 2011, at 6:48 AM, Benjamin Brower wrote:

Mr. Horowitz:

There is no problem regarding the motion to dismiss. Apparently Paul Sulla is now involved as Mr. Hester's attorney for this case; he called me and requested a continuance. Given that this would be the first continuance in this case, the court would have granted Mr. Sulla's request over my objections if we had gone to court and asked, so I agreed to stipulate to the continuance. This is not an uncommon occurrence and is not something you should be worried about.

I have been out of the office attending hearings on the outer islands for the last three business days. I am under some extreme deadline pressure and will have to spend most of today writing; however I will call you this afternoon with the new hearing date and so on.

Benjamin Brower
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, HI 96813

On Sun, Sep 25, 2011 at 10:16 PM, Gary Victor Dubin
<<mailto:gdubin@dubinlaw.net><mailto:gdubin@dubinlaw.net>> wrote:
Len:

Please stop the back seat hypocandratric second guessing. There is no problem. We are not John Carroll. There are many reasons why hearings are often continued. The Judge already said he would probably dismiss. Smile.

Gary

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

Office: (808) 537-2300
Cellular: (808) 392-9191
Facsimile: (808) 523-7733

Email: <mailto:gdubin@dubinlaw.net><mailto:gdubin@dubinlaw.net>

Sent from my iPad

On Sep 25, 2011, at 10:01 PM, Leonard Horowitz
<<mailto:len15@mac.com><mailto:len15@mac.com>> wrote:

> Gary:
> What is/was the problem?
> It was to be a simple dismissal hearing?
> Did Ben get the Motion to Dismiss filed in time?
> Len

>
> On Sep 23, 2011, at 4:32 PM, Gary V. Dubin wrote:
>
>> Len:

Exhibit 14

BROWER had neglected to get the Motion to Dismiss filed on time. He also neglected to include in his filing the complete property description, causing the Judge to schedule the case for trial, rather than promptly dismissing it. This was a huge win for SULLA/RITKE/HESTER.

Court Minutes Text

Case Title: JASON HESTER VS ROYAL BLOODLINE OF DAVID

3RC11-1-000662

Div.: 3DPN RT DATE: 07-11-2011

Time: 0830A

Priority: 100

Judge I.D.: JHPFREI

Video No.:

Audio No.:

Minutes:(HPF/FTR/TLC/LKT/SQ) PLAINTIFF JASON HESTER

PRESENT. LEONARD HOROWITZ PRESENT WITH ATTORNEY

LILA KING FOR DEFENDANT ROYAL BLOODLINE OF DAVID

AND ENTERED DENIAL. CASE CONTINUED TO 09/26/11 AT

9:30 A.M. FOR HEARING ON MOTIONS. ANY AND ALL

MOTIONS TO BE FILED NO LATER THAN 08/29/11;

RESPONSE TO MOTIONS TO BE FILED NO LATER THAN

09/12/11; AND REPLIES TO RESPONSES DUE BY

09/16/11.

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



1 1/1 OFC
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 15

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"



County of Hawai'i

DEPARTMENT OF FINANCE - REAL PROPERTY TAX

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

Nancy Crawford
Deputy Finance Director

February 13, 2018

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

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

Mr. Sulla,

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

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

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

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

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

Sincerely,

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

Lisa Miura
Assistant Real Property Administrator

Exhibit 16

Fill in this information to identify the case:

Debtor 1

Leonard G Horowitz

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court for the:

Hawaii

District of

Hawaii

Case number

16-00239

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Paul J Sulla Jr. & Paul J. Sulla III

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Paul J Sulla Jr.

Name

PO Box 5258

Number Street

Hilo

HI

96720

City

State

ZIP Code

Contact phone 808 933 3600

Contact email psulla@aloha.net

Where should payments to the creditor be sent? (if different)

Name

Number

Street

City

State

ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?

Exhibit 17

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 7,894.60 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Violation HRS ch 507D. Judgment dated 2/4/16

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: Doc. 55130663

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ 400,000.00

Amount of the claim that is secured: \$ 9,000.00

Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) 10.00 %

☒ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/17/2016

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Paul J Sulla Jr.
First name Middle name Last name

Title attorney

Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 5258
Number Street

Hilo HI 96720
City State ZIP Code

Contact phone 8089333600 Email psulla@aloha.net

Paul J. Sulla, Jr. (SBN #5398)
P.O. Box 5258
Hilo, HI 96720-8258
Phone: (808) 933-3600

Unsecured Judgment Creditor

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

IN RE:

LEONARD G. HOROWITZ

Debtor.

Case No.: 16-00239
(Chapter 13)

STATEMENT OF INDEBTEDNESS

STATEMENT OF INDEBTEDNESS

Part 2
Paragraph 7

NOW COMES Paul J. Sulla, Jr., judgment creditor of debtor, Leonard Horowitz, and makes presents the following statement of indebtedness:

January 21, 2015	Judgment	\$7,894.60
June 21, 2016	Interest at 10%	
	$\$789.46 \div 12 = 65.79$ month	
	17 months x 65.79=	<u>\$1,118.43</u>
Balance as of June 21, 2016		\$9,013.03

DATED: Hilo, Hawaii this 17th day of June 2016.

/s/ Paul J. Sulla, Jr.

Paul J. Sulla, Jr. (SBN #5398)
Judgment Creditor

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DOCUMENT NO. _____

DATE - TIME _____

Doc A - 55130663

February 04, 2015 8:02 AM

LAND COURT

REGULAR SYSTEM

(AREA ABOVE RESERVED FOR RECORDING INFORMATION)

After Recordation, Return by ☒ Mail or ☐ Pick-up Phone#: _____

FILL IN NAME AND ADDRESS BELOW:

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

AMENDED FINAL JUDGMENT

DOCUMENT CONTAINS 3 PAGES

Affects the following TMKs:

- 1) TMK (3) 2-1-017-034(M LOT 68)
- 2) TMK (3) 4-6-009-081: "Condominiums" 001; 002; 003; 004, 005 and 006
- 3) TMK (3) 2-7-8-100
- 4) TMK (3) 2-4-16: 1, 2, 7, 8, 9, 17, 19, 21, 23, 25, 27, 28, 44, 45, 71, 136, 137, 138, 139, 140, 147, 149, 151, 153, 154, 155, 157, 159, and 160; and ROADWAY LOTS A & B.
- 5) All property owned by **Judgment Debtor Leonard G. Horowitz** (Social Security Number/ Taxpayer ID unknown). **Address: 13-3775 Pahoa-Kalapana Hwy., Pahoa, HI 96778**

FILED

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

2015 JAN 22 PM 3:05

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

Petitioner Pro Se and Attorney for
Petitioner Paul J. Sulla, III

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

PAUL J. SULLA, JR, an)	
individual, and PAUL J. SULLA,)	CIVIL NO.:14-1-0173
III, an individual,)	(H.R.S. § 507D-4 Petition)
)	
Plaintiffs,)	AMENDED FINAL JUDGMENT
)	
vs.)	
)	Trial Date: None
LEONARD G. HOROWITZ, an)	
individual,)	Hearing Date: Oct. 27, 2014
)	Hearing Time: 2:00 p.m.
Defendant.)	Judge: Hon. Elizabeth A.
)	Strance
)	

AMENDED FINAL JUDGMENT

In accordance with Rule 58 of the Hawaii Rules of Civil Procedure, and pursuant to the Court's ORDER GRANTING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT ON PETITION TO EXPUNGE DOCUMENTS RECORDED IN THE BUREAU OF CONVEYANCES OF THE STATE OF HAWAII filed herein, Summary Judgment is hereby entered in favor of Plaintiffs as to the PETITION TO EXPUNGE DOCUMENTS RECORDED IN THE BUREAU OF CONVEYANCES OF THE STATE OF HAWAII herein.

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

GOOD CAUSE APPEARING THEREFORE, it is hereby ordered,
adjudged and decreed:

1. The Plaintiffs' **MOTION FOR SUMMARY JUDGMENT ON PETITION TO EXPUNGE DOCUMENTS RECORDED IN THE BUREAU OF CONVEYANCES OF THE STATE OF HAWAII** is granted.

2. That the "**Notice of Pendency of Action and Commercial Lien**" recorded on March 14, 2014 in the Bureau of Conveyances for the State of Hawaii as Document No. A-51860785 be expunged, stricken and as an encumbrance on the Property, *nunc pro tunc*.

3. That the "**Notice of Pendency of Action and Commercial Lien**", recorded on March 14, 2014 as Document No. A-51860785 filed in the Bureau of Conveyances is found to be frivolous.

4. That Plaintiffs are awarded actual damages, costs and reasonable attorney fees in the amount of \$7,625 in fees and \$269.60 in costs for a total monetary judgment award of **\$7,894.60**.

This Court expressly directs that said Summary Judgment is entered as a final judgment in favor of Plaintiffs and against all Defendants as there is no just reason for delay pursuant to Rule 54(b) of the Hawaii Rules of Civil Procedure.

DATED: Kalaheena
Hilo, Hawaii, JAN 21 2015, 2014.

Elizabeth A. Strance (Seal)

JUDGE OF THE ABOVE-ENTITLED COURT

Sulla v. Horowitz, CIVIL NO. 14-1-0173, Third Circuit Court,
State Of Hawaii "AMENDED JUDGMENT"

BRADLEY R. TAMM (JD 7841)
ATTORNEY AT LAW
E-MAIL: BTAMM@HAWAIIANTEL.NET
P.O. Box 3047
HONOLULU, HAWAII 96802
TELEPHONE (808) 206-1120

Attorneys for Standing Trustee Howard M.S. Hu,

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF HAWAII

In re

LEONARD GEORGE HOROWITZ,

Debtor.

Case No. 16-BK-00239
(Chapter 13)

Confirmation Hearing:

Date: September 15, 2016

Time: 9:30 a.m.

Judge: Hon. Robert Faris

**MEMORANDUM IN SUPPORT OF STANDING TRUSTEE'S OBJECTION
TO CONFIRMATION OF DEBTOR'S SECOND AMENDED PLAN [RE:
DKT. #115] AND MOTION TO DISMISS**

COMES NOW Standing Trustee HOWARD M.S. HU, and submits this Memorandum in Support to his Objection to Confirmation of Debtor's Second Amended Plan (Dkt. #115) and Motion to Dismiss under LBR 3015-3(e).

**A. SUMMARY OF TRUSTEE'S OBJECTION AND DISMISSAL
MOTION**

Debtor, after having two prior plans denied confirmation, continues with many of the same failings, and proposes a plan which does not meet the minimum

Exhibit 18

requirements of 11 U.S.C. § 1325. The recently amended schedules demonstrates that Debtor has sufficient assets to pay his creditors in full, with interest; yet he only offers to pay a fraction of that amount. Further, the record supports a finding that Debtor has seriously understated the value of both his real and personal assets. Additionally, Debtor has failed to commit to the plan his full disposable income, and continues to attempt to impermissibly force special plan provisions on his creditors.

Therefore, Trustee posits that Debtor's second amended plan is (1) incapable of being confirmed under both the *best interests* and *best efforts* tests, (2) that it is infeasible, and that (3) the history of this case demonstrate that the delays occasioned by Debtor's failings are prejudicial to creditors.

Thus, the plan confirmation should be denied, and this case dismissed.

B. HISTORY OF CASE

Debtor commenced this case, acting *in propria persona*, on March 9, 2016, by filing his petition and schedules (Dkt. #4) and Plan (Dkt. #7). At the same time, Debtor also commenced an adversary seeking damages.¹ Dkt. #3. From what can be gleaned from the petition, schedules, plan and papers in the related adversary, the

¹ *Horwitz, et al., v. Sulla, et al.*, 16-90015 (Bankr. D. Haw.) The action against Paul Sulla, Jason Hester, The Office of the Overseer, A Corporate Sole and its Successor, Over and For the Popular Assembly of Revitalize, A Gospel of Believers ("GOB"), and Stephen Whittaker, has been dismissed (16-90015 dkt. #104), leaving only Stewart Title Guaranty Co., who's motion to dismiss (16-90015 dkt. #94) is pending hearing on September 16, 2016. 16-90015 dkt. #100.

primary and overriding purpose of this bankruptcy case was to reverse a long string of losses in the state courts, regarding the foreclosure or contested ownership of disputed property on the island of Hawai‘i. See: Memorandum Decision, 16-90015, Dkt. #104. In this regard, Debtor has lost that fight in that this court granted relief from the automatic stay as to property situate at 13-775 Pahoa Kalapana Road, Pahoa Hawai‘i 96778 (TMK (3) 1-3-001:0049 and 0043), and was subsequently evicted by the state sheriff.² Dkt. #32.

Trustee objected to confirmation of Debtor’s initial plan, as did the State of Hawaii. Dkt. #34, #52. Trustee’s initial objection was supplemented after completion of the meeting of creditors. Dkt. #61. On June 2, 2016 this Court sustained Trustee’s objections and denied confirmation. Dkt. #73. Debtor then amended his schedules and plan. Dkt. #76 and #77. Objections to Debtor’s first amended plan were filed by Creditor Sulla (dkt. #87), State of Hawai‘i (dkt. #88), and Trustee (dkt. #99). On July 21, 2016, following hearing and entry of a Memorandum Decision Regarding Plan Confirmation, this Court sustained Trustee’s objections and denied confirmation of Debtor’s first amended plan. Dkt.

² Debtor filed an appeal of that decision, which is still pending before the 9th Cir. BAP. BAP 16-HI-1110. However, recently the BAP ordered that the appeal would be submitted for disposition by a merits panel without oral argument. Therefore, Trustee presumes a summary affirmation of the bankruptcy court will be entered.

#109 and #110. Debtor then further amended his schedules and filed the instant second amended plan. Dkt. #114 and #115.

C. DEBTOR'S SECOND AMENDED PLAN

Debtor's second amended plan, as the first amended plan filed before it, provides for total funding of \$13,860 paid in 36 monthly installments of \$385, and anticipates payment of only 10% of general unsecured claims. Dkt. #115 at 1. Unlike the prior first amended plan, this second amended plan identifies no claims for payment as secured, priority unsecured, or special class general unsecured creditors. However, Debtor's second amended plan, as did his first amended plan, continues to contain impermissible language as special provisions, and attaches 36 of the 39 pages of "additional provisions" as were attached to the first amended plan. These special provisions are in direct contravention of this Court's prior instruction:

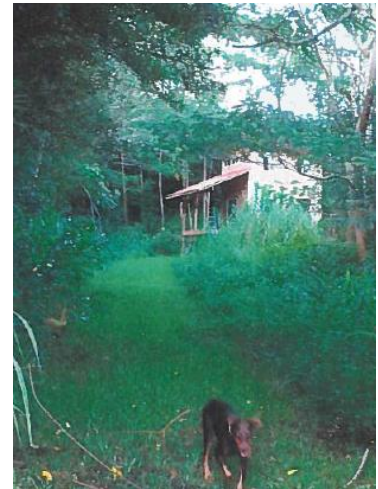
Third, Dr. Horowitz has included in the "special provisions" extensive arguments regarding his litigation with third parties. It is not necessary to include such arguments in a chapter 13 plan. Further, the inclusion of such arguments could create an incorrect impression that the court adopted all of those arguments when it confirmed the plan. These "special provisions" must be deleted.

Dkt. #109 at 2 (emphasis added). While it might be argued that Debtor has "toned down" his argumentative provisions, those provision still contain conclusory criminal and civil allegations against parties to this bankruptcy case, and impermissibly alter plan distribution patterns. None of which is permissible when incorporated into a possible order confirming plan.

D. DEBTOR'S ASSETS REQUIRE A 100% PLAN

Debtor's most recent amended schedules (dkt. #114) indicates that his estate is valued at \$6,708,900. *Id.*, at 47. Yet, none of this property has been identified as exempt.³ *Id.*, at 24-25. Therefore, under the 11 U.S.C. § 1325(a)(4) "best interests of creditors test" Debtor must propose a plan that pays claims up to \$6,708,900 in value.

Of those assets however, Debtor claims his only real property asset is a single parcel of co-owned land situate at 13-3775 Pahoia Kalapana Rd, Pahoia HI 96778, which he values at \$21,300. Dkt. #114 at 12. He supports his valuation based on a county tax assessment. *Id.*, at 14. That tax assessment describes the property as 9.42 acres of unimproved agricultural land. *Id.* However, Trustee has been informed that Debtor has a house built on this property; and therefore its value needs be significantly higher than stated.⁴ Again, 11 U.S.C. § 1325(a)(4) is at issue.



³ Out of an abundance of caution, Trustee has recently interposed an objection to exemptions complaining that Debtor has claimed 100% of certain unspecified real property exempt under an unspecified legal basis. Dkt. #123. Hearing is set for October 25, 2016.

⁴ It is also highly suspicious that this property was purchased in 2004 for \$175,000, and could now only be worth \$21,500. See: Warranty Deed, recorded March 17, 2004, BOC Doc. #2004-054153.

Debtor also lists “domains, trademarks” having a present value of \$300. Dkt. #114 at 19. Yet at the same time, he indicates that his income from “book royalties” are \$1,500.00 per month.⁵ Even using the most “back of the envelope” approach to business valuation – 3 times annual gross – such an asset would have a value of \$54,000.00. Again, this understated asset would have 11 U.S.C. § 1325(a)(4) implications.

E. DEBTOR’S LIABILITIES NEED TO BE PAID IN FULL

Debtor schedules Sherri Kane as a secured creditor, in an unspecified amount, and secured in unspecified property. Dkt. #114 at 26. The schedule does state “see section 8 additional provisions” which Trustee might speculate is an in-artful reference to debtor’s second amended plan. If that speculation was to prove correct, it would not help to clarify the situation as that “Section 8” does not identify Ms. Kane’s security interest. Dkt. #115 at 7. Looking to Ms. Kane’s proof of claim (POC 3) – to the extent that said proof of claim is any more intelligible than Debtor’s plan, she claims secured status by way of a “Quit Claim Deed.- Exhibit 4” (POC 3 at 2) which does not grant her a security interest, but appears instead to make her the

⁵ This amount is highly suspicious given that Debtor originally declared receipt of \$40,694.88 in annual book royalties; which would equate to \$3,391.17 monthly. Dkt. #4 at 32. Debtor also reported gross receipts of \$71,226 from Healthy World LLC and \$17,550.24 from Legal Remedies LLC. Dkt #4 at 30-31. All of that income disappeared from Debtor’s subsequently amended schedules without explanation. Compare: Dkt. #77 and #114 with #4 at 30-32.

co-owner of two of Debtor's former real property assets – the ones that were the subject of relief from stay.⁶ Thus, if Ms. Kane is a secured creditor as stated in her \$220,919.04 claim, she will be treated as such by Trustee as a class 1 creditor because Debtor does not provide for the claim as a class 2, class 3 or class 4 claim.⁷ However, given the lack of evidence of a security interest, Trustee would likely object to the claim and seek to have it paid as a Class 6 general unsecured claim. In that case, given the over six-million dollars in non-exempt estate value, that claim would need to be paid in full – hence the current \$13,860 plan is infeasible and this second amended plan cannot be confirmed.

Next, Debtor schedules Margaret Wille as a nonpriority unsecured creditor with a claim of \$12,600. Dkt. #114 at 31. However, these newly amended schedules ignore the fact that Ms. Wille long ago filed a general unsecured claim in the amount of \$72,886.19. POC 1. Again, even if Ms. Kane's claim is somehow disallowed, Debtor's 1325(a)(4) asset spread would require that Ms. Wille's claim be paid in full, which is not feasible under Debtor's second amended \$13,860 plan.

Then we come to the secured claim of Creditor Paul Sulla. POC 2. Debtor has scheduled the Sulla obligation as a general unsecured claim in the amount of

⁶ Attached to POC 3 marked both as Exhibit G and Exhibit 4 is a "QUITCLAIM DEED", presumably the instrument to which Ms. Kane refers. POC 3 at 13-15.

⁷ See: Plan section 3.02 "Determination of Claims."

\$7,800. Dkt. #114 at 31. Debtor claims that the Sulla claim is secured by way of a “disputed” ... “UCC-1 Judgment that is being contested and under appeal.” *Id.* While there is no evidence of any “UCC-1” security agreement, Mr. Sulla’s proof of claim does attach a recorded copy of a judgment.⁸ POC 2 at 5. Thus, Trustee will have to pay Mr. Sulla’s claim at least \$7,894.60, plus interest,⁹ as a secured claim under any plan.¹⁰

Finally, the only commercial claim filed in this bankruptcy case is that of Macy’s; for \$150.31. POC 4.

Given the claims as filed:

POC	Creditor	Claim Amount
1	Margaret Wille	\$72,886.19
2	Paul Sulla	\$7,894.60
3	Sherrie Kane	\$220,919.04
4	Dept. Store NB (Macy’s)	\$150.31
	Total:	\$301,850.14

⁸ Amended Final Judgment, in *Sulla v. Horowitz*, Civ. No. 14-1-0173 (3rd Cir. Haw.), recorded BOC Doc. No. A-55130663 (February 4, 4015).

⁹ Given that Debtors has not properly scheduled the Sulla claim under class 1 or 2, Trustee is obligated to pay post-petition interest pursuant to plan section 7.03.

¹⁰ Trustee notes that Sulla only claimed the judgment face amount, and not the prejudgment interest of \$1,118.43. Trustee anticipates that Sulla will likely amend that proof of claim in the near future.

Trustee estimates that Debtor must propose a plan with a minimum funding of \$335,389.05 (includes 10% trustee administrative fees), plus any interest that needs to be paid out on allowed secured claims.¹¹

F. ADDITIONAL PROBLEMS WITH PLAN

Trustee further challenges Debtor's proposal to pay only \$385.00 per month. Dkt. #115 at 1. Debtor's amended Schedules I and J shows a monthly net income \$424.29. Dkt. #114 at 43. Even if the Court was to accept Debtor's wildly varying statements of income and expenses, for a below-median income wage earner to pay less than his projected monthly disposable income is a prohibitive breach of the "best efforts test" of 11 U.S.C. § 1325(b)(1)(B).

In continuing his failings from his prior plans, Debtor's Liquidation Analysis is lacking. Where he previously left the section blank,¹² he now incorrectly completes the required analysis. First, as discussed *infra*, he undervalues his real property, but more importantly, he misstates his personal property as having a value of only \$7,100. Dkt. #115 at 5. This is in direct contrast to the \$6,698,250 Debtor declares as his personal property value in his amended schedules. Dkt. #114 at 23 (line 62 "total personal property."). Further, even if Trustee were to accept Debtor's

¹¹ This amount is presently undetermined given questions regarding the secured nature of Ms. Kane's POC.

¹² See: Memorandum Decision: "Dr. Horowitz has failed to complete the 'liquidation analysis' section of the form plan." Dkt. #109 at 1.

liquidation analysis, the \$16,560 states as the “[a]mount available to pay general unsecured claim in liquidation” of \$16,560 (dkt. #115 at 5, item 10) is less than the \$13,860 total plan funding. Which renders the plan out of compliance with 11 U.S.C. § 1325(b)(4).¹³

Finally, as to Debtor’s additional plan provisions, in addition to the objections stated *infra*, Trustee objects to the attempt to modify the rights of claim creditors through plan confirmation. The claims of creditors Sulla, Kane and Wille cannot be modified or altered by a special provision. Absent the withdrawal, amendment or objection to claims under Chapter 5 of Title 11 U.S.C., Trustee objects.

G. DISMISSAL FOR PREJUDICIAL DELAY

The Local Bankruptcy Rules of this Court provide in pertinent part:

(e) Multiple Denials of Confirmation. If two or more plans have been denied confirmation in a case, the trustee may include in an objection to any subsequent plan a motion to dismiss the case for prejudicial delay to creditors. Separate notice of the request for dismissal is not required.


LBR 3015-3(e). Trustee now so moves. Here, “two or more plans have been denied confirmation.” See: Order denying confirmation, dkt. #73 and #110. Dismissal is authorized also under 11 U.S.C. § 1307(c)(1).

¹³ Trustee also notes that the percentages listed in items 12 and 13 of the liquidation analysis are not properly transcribed on the first page of the plan [plan section 1.06] (also, as to item 12, the math requires 80.582%, not “0/80582%”).

F. CONCLUSION

Based upon the foregoing, Trustee respectfully requests this Court sustain Trustee's objections, deny confirmation, and dismiss Debtor's case.

DATED: September 6, 2016



Signed Electronically – CM/ECF use only.

BRADLEY R. TAMM,
Attorney for Standing Trustee
HOWARD M.S. HU



Leonard G. Horowitz

Post Office Box 75104
Honolulu, HI 96836-0104
E-mail: Len15@mac.com
<http://www.DrLenHorowitz.com>

September 26, 2016

Executive Office for U.S. Trustees,
Office of Criminal Enforcement,
441 G Street, NW, Suite 6150,
Washington, DC 20530

RE: COMPLAINT from Hawaii BK 16-00239; Chapter 13 filed 03/09/2016, by Complainant

Dear USTP Criminal Enforcement Complaint Officer:

The U.S. Trustee Program (USTP) is charged with ensuring the integrity of the bankruptcy process. Indeed, as part of its mission, the USTP:

“is specifically mandated to actively pursue criminal enforcement efforts. Title 28 U.S.C. §586(a)(3)(F) charges the U.S. Trustee with "notifying the appropriate U.S. attorney of matters which relate to the occurrence of any action which may constitute a crime under the laws of the United States..." It also requires that the USTP, on the request of the U.S. Attorney, assist in investigating and prosecuting bankruptcy crimes.”

Further quoting a Department of Justice publication (p. 46, in *WASHINGTON COUNCIL OF LAWYERS PUBLIC INTEREST JOBS CLEARINGHOUSE*, November, 2015.

“Of particular importance are the Program’s efforts to address fraud and abuse by debtors, creditors, and others in the bankruptcy system by taking both formal and informal civil enforcement actions and making criminal referrals to U.S. Attorneys as appropriate.

The Complainant writes as a victim of real property theft (conversion) by alleged white collar organized crime “king pin,” Hawaii attorney PAUL J. SULLA, JR., acting under color of law, as detailed in the attached copies of recent court filings in the captioned case. The Complainant asserts that Mr. Sulla has received substantial assistance from Standing Trustee HOWARD M.S. HU, and his counsel, BRADLEY R. TAMM (JD 7841), tortuously and criminally damaging the Debtor, as explicitly detailed and evidenced in the attached copies of recent court filings.

By the provision of prima facie evidence of forgery, false filings with the state, securities fraud, wire fraud, foreclosure fraud, and grand theft of the Complainant’s real property, the Complainant clearly and convincingly evidences Sulla’s criminal activity, and the Trustee’s complicity, along with failure to comply with laws, including the Crime Victim’s Rights law, 18 U.S.C. § 3771(a)(6)(7)and(8).

Exhibit 19

Under this law, the Debtor-victims' real property must be timely returned to secure the Debtor's estate and pay valid (uncontested) creditors. By this law, and 18 U.S.C. § 3057, Standing Trustee HU, and counsel TAMM, were obligated to refer suspected violations of Federal criminal law to appropriate United States Attorney. But they neglected to do so with scienter.

Further, under 18 U.S.C. § 3771(a)(5), a federal attorney must confer with the Debtor-victim. And in addition, pursuant to Misprision of felony law 18 U.S.C. § 4, the Trustee is compelled, "having knowledge of the actual commission of a felony cognizable by a court of the United States" to "make known the same to" the Judge. Mr. Hu and Mr. Tamm neglected to do so; requiring the remedy and disciplinary action provided in § 4 that the Trustee "shall be fined under this title or imprisoned not more than three years, or both." *In re Cochise College Park, Inc.*, the Ninth Circuit held that a trustee was subject to personal liability not only for intentional acts, but also for negligently violating his statutorily-imposed duties. See McCullough, *supra* note 1, at 179 (citing *Hall v. Perry (In re Cochise College Park, Inc.)*, 703 F.2d 1339, 1357 (9th Cir. 1983). To date, the Trustee has grossly neglected the prima facie evidence of Sulla's aforementioned fraud and crimes that were repeatedly made known to the Trustee. Furthermore, Trustee Hu has neglected his duty under 11 U.S.C. §§ 541, 548 and 550, to secure the Debtor's estate to fairly compensate valid creditors.

The Trustee has also repeatedly neglected his duties under 11 U.S.C. § 704 for which the Trustee must be investigated, and may be held personally liable for negligence, beginning with failing to perform an "inquiry reasonable," neglecting to examine proofs of Sulla's claims against the Complainant in light of the prima facie evidence of forgery and fraud presented (pursuant to § 704(5)); neglecting to investigate the financial affairs of the debtor in relation to Sulla and his purported "clients'" claimed interests in the estate Property (§ 704(4)); neglecting to be accountable for the Property received (§ 704(2)), and neglecting fiduciary responsibility to distribute money paid to the trust account on behalf of uncontested creditor attorney (for the Complainant) Margaret Wille; and, neglecting to alert the Court as required by law as to Sulla's aforementioned criminal acts and conflicting interests.

Instead, the Trustee has repeatedly refused civility in good faith cooperation with the Debtor, and has refused to provide information in violation of 11 U.S.C. § 1302(b)(4). The Trustee has demonstrated complete unwillingness to treat the Complainant as anything other than an *adversary* as evidenced by multiple court pleadings including the Trustee's filing of Dkt. #92 (in said bankruptcy action), opposing even the Debtor's good faith continuance request to "visit a relative who is ill" (pg. 3) by lying stating: "this case appears to be *a single party* dispute that is brought to continue 6 years of protracted litigation on both state and federal fronts" while the Trustee knew that the "protracted litigation" involved *several parties*, including Sulla who is not among three adversarial parties in the state cases.

The Trustee has thereby, in bad faith, compounded the Debtor's victimization and damages, especially neglecting his duties under Rule 9011(b) of the Federal Rules of Bankruptcy Procedure, that requires ***the Trustee's "inquiry reasonable under the circumstances;"*** and more duties under 18 U.S.C. § 3771 *et. seq.*, that includes the Debtor's "right to be reasonably protected from the accused" (in this instance Sulla) and "The right to full and timely restitution as provided in law." Instead, the Trustee has neglected the aforementioned special circumstances, and the fundamental restrictions made upon the Debtor by Sulla's fraud, slandering of title, and real property conversion scheme, prompting the Debtor to file under Chapter 13 for victim-protection, Property recovery, and reorganization upon commercializing said Property that the Trustee has ceded recklessly and/or negligently to Sulla.

Please commence an investigation into these matters at your earliest convenience.

Sincerely yours,

Leonard G. Horowitz DMD, MA, MPH, DNM (hon.) DMM (hon.)



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

OFFICE OF DISCIPLINARY COUNSEL
COMPLAINT FORM

Please carefully read the instructions before filling in this form.

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

Date August 21, 2018

OFFICE OF DISCIPLINARY COUNSEL
RECEIVED

(1) Your Name SHERRI KANE

AUG 27 2018

Address 5348 Vegas Drive, Suite 353

TIME: 10:00am BY my

Las Vegas, NV

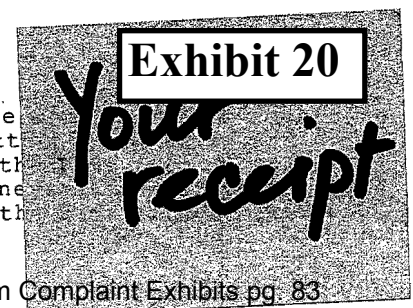
City, State, Zip 89108

(2) Telephone number () _____ Home
() _____ Work
(310) 877-3002 Cell

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

GARY VICTOR DUBIN (#34595). Dubin Law Offices,
55 Merchant St Ste 3100,
Honolulu, HI 96813 N
Telephone: (808) 537-2300
E-mail: gdubin@dubinlaw.net

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



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

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

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

Yes. Mid March, 2009

- (6) If your answer to #5 above is "No," what is your connection with the attorney(s)? Explain briefly.

- (7) Include with this form (on a separate piece of paper) a statement of what the attorney(s) did or did not do which is the basis of your complaint. Please state the facts as you understand them. Do not include opinions or arguments. If you employed the attorney(s) about whom you complain in this form, state what you employed the attorney(s) to do. Sign and date each separate piece of paper. Additional information may be requested. (Attach copies (not originals) of pertinent documents such as (for example) a copy of the attorney-client fee agreement (if the attorney about whom you are complaining is the attorney whom you employed), cancelled checks or receipts showing payment to the attorney (if the attorney about whom you are complaining is the attorney whom you employed), relevant correspondence, and relevant court documents.)

(8) If your complaint is about a lawsuit, criminal matter, or administrative proceeding, answer the following, if known:

a. Name of court or administrative agency (*For example, Circuit Court and name of county, State District Court and name of county and division, U.S. District Court and district, Department of Labor and Industrial Relations (for Workmen's Compensation cases), etc.*)

(1) Third Circuit Court of Hawaii (Civ. No. 14-01-0304; and ICA CAAP 16-0000163, recently joined with ICA CAAP 16-0000162); and Civ. No. 3RC11-1-662 (Ejectment action)

(2) U.S. District Court, Honolulu (Civ. No. 15 00186JMS-BMK--Admin. stayed pending state cases)

(3) U.S. District Court, Honolulu (Civ. No. 16-00666LEK-KJM--Title insurance lawsuit)

b. Title of the suit or administrative proceeding (*For example, Smith v. Jones or State v. Smith*)

(1) Hester v. Horowitz, et. al.; (2) Horowitz and Kane v. Sulla, et. al.; and

(3) Horowitz and Kane v. Stewart Title Guaranty Co. and First American Title Co.

c. Case number of the suit

(1) Civ. No. 3RC11-1-662 (Ejectment action) and Civ. No. 14-01-0304 (Quiet Title action); and ICA CAAP 16-0000163; (2) Civ. No. 15 00186JMS-BMK; and

d. Approximate date the suit was filed

(1) June, 2014; (2) May 19, 2015; (3) Dec. 21, 2016

e. If you are not a party to this suit, what is your connection with it? Explain briefly.

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

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

My partner, Dr. Leonard G. Horowitz. Contact: Telephone: 310-877-3002; or

E-mail: Editor@medicalveritas.org.

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

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

Please sign this form on the line below

Signature

A handwritten signature in dark ink, appearing to be "Shella", written over a horizontal line.

Date

8.24.18

Mail to:

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

05/08/14

On-or-about March 19, 2010, my partner, Dr. Leonard G. Horowitz, and I hired Gary Dubin to stop an unlawful non-judicial foreclosure (NJF) auction administered by Hilo attorney Paul J. Sulla, Jr. on April 20, 2010.

Mr. Dubin was aware that this NJF auction was unlawful because our property had been paid in full by Judge Nakamura's Order in Civ. No. 05-1-0196 in which Horowitz et. al. prevailed in defeating foreclosure. We rightfully used a jury award of 200k to pay the full amount due and owing, but later, as appealed in ICA CAAP 16-0000162 and 163, that award was erroneously vacated almost a year later violating rules and laws as Dubin had known.

Mr. Dubin also knew that Paul Sulla had no valid entitlement to conduct his auction, and was concealing himself as the real party of interest as we informed him. We provided evidence that Sulla fraudulently assigned the paid Mortgage and Note to a fake "church," exposed so we could avoid losing the property according to the court's Final Judgment in the 0196 foreclosure case. Dubin knew Sulla's Assignments were forged in favor of Sulla's strawman/local drifter named Jason Hester--Sulla's "front" man in a large related drug trafficking and money laundering enterprise.

Gary Dubin contracted with us on March 31, 2010 to *stop* Sulla's NJF auction scheduled for April 20, 2010. (**Exhibit 1**) Exhibit 1 shows Dubin required a minimum payment of \$6,000 to file a court case to stop the non-judicial foreclosure. This *express commission* is corroborated by **Exhibit 2**--the e-mail "Len" Horowitz and I sent to Dubin on April 11, 2010 at 8:22PM. That correspondence records Dubin having neglected to reply to several urgent telephone messages that I left for him to assure us that his filing for injunctive relief would be timely. That e-mail clearly states his commission "to bring the non-judicial foreclosure into Court in Oahu, and get an injunction on the auction." (**Exhibit 2**)

Nine minutes later, at 8:31 PM on April 11, 2010, Dubin replied "I am oiling the tanks." Then Dubin stated that he had not yet received files he had requested from fellow defense lawyer John Carroll. At 8:45PM, Dr. Horowitz assured Dubin that he would supply the needed records that Dubin claimed were absent. (**Exhibit 2**) Horowitz, wrote "WHAT DOCS Do you NEED right NOW?????" Dubin evaded the express question. He wrote: "I need everything regarding the property and the loan and the dispute that I can get from any source." But we had already provided the documents needed for Dubin to file to stop the foreclosure. Two more e-mails followed wherein Len re-confirmed Dubin had received the records required to file to stop Sulla's fraudulent foreclosure.

Subsequently, Dubin promised to file for relief well before the auction date. But on-or-before the auction date, Dubin filed nothing.

Later, when we contacted Dubin to ask him why he did not file anything, he inferred we had not paid him enough, and did not have enough money to effectively litigate the case. This can be known by his e-mail of April 17, 2011. Herein he stated: "Litigation is very expensive, and you told me from the beginning that you did not have the money to sustain the battle in court, so we have needed to be selective in our work." (**Exhibit 3**) "Selective in our work" presumably excused Dubin's neglected filing and neglected communication about not filing.

Dubin justified his inaction, failure to file to block the non-judicial foreclosure and breach of contract by stating in his April 17, 2011 e-mail, "For the tenth time at least: You have not lost ownership. As long as you have possession and a deed that put you in possession, you are the lawful owner notwithstanding any wild deed filed at the State Bureau of Conveyances and notwithstanding any robotic change of title at the County Tax Office simply the result of the premature change at the Bureau of Conveyances, until a Court decides who really has superior title."

Later we "lost ownership" despite our warranty deed, due to the "robotic change of title" Sulla filed with the

State. And subsequent to a wrongful default and final judgment under appeal in the 0304 case, we lost possession of our house thanks to Dubin and Sulla.

And on-or-about September 26, 2011, Dubin revealed during a telephone conversation that he confirmed by e-mail on that date, having secretly corresponded and negotiated with Sulla, despite our *express instruction* to Dubin and his associate Benjamin Brower, NOT to correspond with Sulla, or negotiate with Sulla, in light of the prima facie evidence of Sulla's forgeries and fraudulent Assignments of the Mortgage and Note that we exhibited. Nonetheless, Dubin spoke secretly with Sulla about administering a costly "two-year continuance" in Sulla's ejectment action against us. (**Exhibit 4**) I replied by e-mail of September 26, 2011 at 8:56 AM, "Why give Sulla anything and why do we want this ['bogus eviction case'] hanging over our head for two more years?"

We went back to Dubin out of fear and ignorance when Sulla first filed to eject us under "Dubin's watch" in Civ. No. 3RC11-1-662. Then, Dubin extracted \$20,000+/- more to defend our possession and title in that case. He told us that if we didn't hire him, we would surely lose the property because only he was competent to handle our case due to judicial corruption.

At that meeting, when we agreed to pay Dubin's alleged *extortion*, the ex-con-Dubin* stated, "justice is not about law, it is about 'leverage.'" Meaning money or extortion power influenced "standard practice" pursuant to experience in *United States of America v. Gary Victor Dubin* (No. 95-10040; Decided Dec. 22, 1995) sentencing Dubin to jail. So, all that concealed, we paid Dubin a total of approximately \$26,000 as victims of this alleged "judicial racket" imposing "lawfare" upon Hawaii's citizens. In our case, Dubin was referred to us by Hilo attorney Gary Zamber; who concealed from us Zamber's commercial association with Sulla when Zamber, as Horowitz's previous counsel, was to have represented our interests against Sulla.

Dubin assigned first subordinate Benjamin Brower to our case. Brower, we instructed, never negotiate with Sulla. Then Brower and Dubin proceeded through backroom deals with Sulla.

Dubin encouraged us to grant Sulla more time to allegedly study our "new case" while concealing Sulla's own conflicting interests and Zamber-Sulla-Dubin's lucrative enterprise. Dubin encouraged us to delay while our appeals continued, knowing full well that we had beat the judicial foreclosure. Dubin neglected res judicata prohibitions nonetheless.

Eventually Dubin purportedly *fired* Brower for malpractice(s). (**Exhibit 9**) Then Dubin assigned Peter Stone to our case. Stone did a *fine job* in damage control for Dubin's firm and our case. Stone got our case dismissed in one compelling hearing motion. Contrary to Dubin's writing in Dubin's closing e-mail to us on Sept. 7, 2012 (**Exhibit 7**) we suitably honored Stone in every correspondence and publication. Nonetheless, Dubin threatened to damage our access to defense lawyers to secure our rights and property title. Dubin wrote to my partner, Dr. Horowitz, in Exhibit 7:

It was not a popular choice for us to represent someone like you,
which you also do not apparently appreciate, but will unfortunately
certainly find out if you try to retain anyone else in this legal community.

Sulla remained relentless in ejecting us, and Dubin was complicit. Sulla is alleged in appeals to have bribed certain court officers to engineer our victimization, financial ruin, and dispossession. Dubin collaborated with Sulla, contriving and delaying Civ. No. 3RC11-1-662 to gain our money, exhaustion, and submission.

We politely requested that Dubin refund any unused portion of our \$20,000 retainer that we paid after Dubin took the initial \$6,000 for filing nothing. Dubin refused our reasonable request. Then we sued him in federal

case CV12 00449ACK (dismissed without trial on the merits).

Sulla filed for Quiet Title, and without a trial, Sulla's strawman, Hester, and Sulla's sham/shell company, Halai Heights, LLC, was able to acquire and convert by prima facie forgeries of Warranty Deed, mortgage and note, our property. This crime was confirmed by County of Hawaii Tax Officials as noticed by Lisa Miura on Feb. 7, 2018, (**Exhibit 10**). County counsel had confirmed that "the transaction/legal description of the warranty deed from Jason Hester to Halai Heights, LLC" had been misappropriated by Sulla, "as it appears Jason Hester did not have clear title to the legal description utilized in this document" by Sulla to steal/convert ownership of that certain road remnant described as County road "Remnant A" in the County of Hawaii's Warranty Deed issued to our ministry--The Royal Bloodline of David (hereafter, "Royal")--Dubin's corporate client. (**Exhibit 1**)

It is material to this Complaint and investigation that that "Remnant A" was "erroneously" substituted for Royal's Warranty Deed by Dubin/Brower's false filing with the Court in Sulla's favor evidenced by Horowitz's e-mail of Nov. 21, 2011 to County of Hawaii Assistant Prosecutor, Rick Damerville. (**Exhibit 9**) Therein, Horowitz wrote: "

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


Dubin/Brower's mistaken substitution, that is consistent with Sulla's Remnant A/Warranty Deed forgery discovered and noticed by the County of Hawaii is currently central to our Title insurance policy defense pursuant to our Warranty Deed and valid Title in CV 16-00666LEK-KJM. In that case, local court officers are shown by prima facie evidence of Sulla's forgery and fraud to have acted, like Dubin, willfully blind to this evidence of alleged racketeering and complicity in securities fraud and first degree theft. Likewise, Hilo criminal case No. # C118009739 (filed 4-5-18 for "Possible Forgery" confirmed by senior officials encouraging prosecution as "Forgery in the Second Degree") is material to this investigation.

By Dubin not filing any promised defense in 2010, Dubin aided-and-abetted Sulla's theft scheme that dispossessed us. By Dubin's pattern and practice of repeatedly neglecting our express needs, clear correspondence, and express instructions, as well as neglecting the criminal evidence Dubin knew was compelling showing Sulla's forgeries and fraudulent Assignments of our Mortgage and Note; as well as by neglecting to file any complaint with the Office of Disciplinary Counsel as required by lawyers' ethics rules, Dubin aided-and-abetted by willful blindness and direct complicity Sulla's theft of our property, monetizing that conversion using a forged set of Mortgage and Note securities, then laundering that interest, Sulla's sham Halai Heights, LLC, including Road Remnant A in the conversion. Dubin, by his and subordinate Brower's actions, largely caused us financial damages, severe distress, and multiple lawsuits we have been made to endure to regain possession of our property and secure justice.

No one should have to suffer like we have because of attorney Dubin's malpractices, including negligence, willful blindness to certified evidence of forgery, fraud, and white collar crimes, and the alleged ethics rules violations of the following HRPC Rules: Rule 1.1. COMPETENCE; Rule 1.3. DILIGENCE; Rule 1.4 COMMUNICATION, sections (a)(1)(2)(3)(4) and (b); Rule 1.5. FEES, sections (a) and (b); Rule 3.2. EXPEDITING LITIGATION; Rule 4.1. TRUTHFULNESS IN STATEMENTS TO OTHERS (Section (b) since Dubin failed to disclose the material fact of Sulla's forgeries and fraud to courts when disclosure was necessary to avoid assisting criminal or fraudulent acts by Sulla and his clients Hester et. al.); Rule 7.1. COMMUNICATIONS CONCERNING A LAWYER'S SERVICES, section (c); Rule 8.3. REPORTING PROFESSIONAL MISCONDUCT, section (a); and Rule 8.4. MISCONDUCT, sections (a), (b), and (c).

Dubin must be investigated and disciplined for the aforementioned misconduct and alleged rules violations, including aiding and abetting by willful blindness Sulla's racketeering enterprise committing multiple alleged felonies.

Respectfully submitted,


Sherri Kane,
Complainant

THE ROYAL BURNING OF DAVID
Client(s): LEONARD G. HOROWITZ Date Signed: 3-31-10

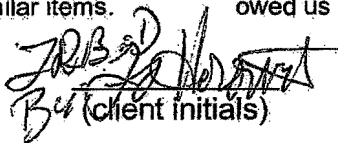
DUBIN LAW OFFICES 2010 LEGAL SERVICES AGREEMENT

- 1. Attorney-Client Fee Contract.** This document is a written fee contract with the Dubin Law Offices. We will provide you with legal services on the terms and conditions set forth below. This agreement shall not take effect, however, and we will have no obligation to provide legal services to you, until we have signed this agreement incorporating these terms and conditions by reference and you have paid the Minimum Fee Retainer as described in Paragraph 4.
- 2. Scope of Services.** You are hiring the Dubin Law Offices as your attorneys to represent you in specific matters to be set forth and described in a separate letter agreement. We will provide those services reasonably required to represent you in those matters. We will take reasonable steps to keep you informed of our progress and to respond to your inquiries. If a court action is filed or binding arbitration commenced on your behalf, we will represent you through trial and post-trial motions. After judgment, we will not represent you on appeal or in execution proceedings unless we subsequently agree to do so in writing. Unless we make a different agreement in writing, this agreement will govern all future services we may perform for you.
- 3. Client's Duties.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this agreement, to pay your bills on time, and to keep us advised of your address, telephone numbers, and whereabouts at all times so that we can represent you properly.
- 4. Minimum Fee Retainer.** You agree to pay us an initial retainer plus all expenses incurred by us so that we can begin work for you, in exchange for our agreement to represent you. The minimum fee is refundable, and our hourly charges (excluding expenses) will be credited against it. The amount of the minimum fee retainer will be based upon the timing and nature of the work to be performed for you and the degree of skill and effort that is required.
- 5. General Counsel Services.** If requested, we will provide consultant services to assist you and/or your existing attorneys in pending or anticipated legal matters. We offer first opinions with respect to proposed litigation, second opinions with respect to ongoing cases, attorney and expert referrals, advice pertaining to mediation, arbitration, and case management, will monitor outside legal billings for you, and will conduct confidential legal audits. For such General Counsel Services we require a minimum fee retainer of at least \$15,000 – depending upon the nature of the work required.
- 6. Lead Counsel Services.** We are prepared to assume primary responsibility for all of your litigation needs. We offer extensive civil and criminal trial and appellate services tailored to your individual requirements. Our minimum fee retainer for such basic litigation services begins at \$20,000 – depending upon the subject matter, expertise required, amounts in dispute, and anticipated pretrial needs and trial time.
- 7. Complex Counsel Services.** Occasionally we are requested to represent clients in multi-jurisdictional and/or multi-case matters which can require inordinate time and attention. To adequately perform our responsibilities in such instances we must request larger minimum fee retainers, which in the past have ranged from \$25,000 to \$385,000 – depending upon client needs.
- 8. Contingency Fee Services.** We do not provide legal services based upon purely contingency fee retainer arrangements, waiving our minimum fee retainer requirement, except in personal injury cases. When our minimum fee retainer is waived, the client agrees to pay all expenses, but our fee shall be paid only out of any gross recovery, based upon a percentage of such pretax recovery after case expenses are paid: 25% of recovery prior to suit, 40% of recovery during suit, 50% of recovery on appeal, or as set by statute.

2RB
By: [Signature]
(Client initials)

Exhibit 1

9. **Pro Bono Services.** A certain percentage of our time is allocated annually to assisting persons *pro bono*, otherwise unable to afford legal services. Given the high cost of litigation today, we are only able to assist a small handful of qualifying clients in this way, having to refer most to community agencies. Priority is given by us mostly to cases involving government misconduct, and whose outcomes could be of special benefit to others in the general population who are similarly situated.
10. **Legal Fees Charged.** We bill you by the hour for time spent on your case based upon prevailing rates, subject to periodic increases, which hourly charges are currently between \$550 and \$450 for senior attorneys, between \$225 and \$180 per hour for associate attorneys, and between \$70 and \$100 per hour for paralegal assistants. An additional 10% hourly is charged for court or arbitration appearances made on your behalf.
11. **When Fees Charged.** You will be charged for all work performed for you. We will charge you for time spent on telephone calls relating to your matter, including calls with opposing counsel and court personnel. When legal personnel working on your case confer with one another or attend meetings or hearings together, each will charge for time spent. Waiting time in court and elsewhere and for travel time, both locally and out of town, will also be charged to you.
12. **General Costs Charged.** We will incur and often be required to advance for your benefit various case costs and expenses. You agree to pay those costs and expenses in addition to our fees. Such costs and expenses include process servers' fees, fees assessed by courts and other agencies, court reporters' fees, Inter-Island travel, long distance telephone and fax charges, messenger and other delivery fees, postage, after-hours air conditioning, parking and other local travel expenses, photocopying and other reproduction costs, clerical overtime, computer research, and other similar items.
13. **Special Costs Charged.** Many cases require special case expenditures. They will only be incurred with your advance written general authorization. These include out of State travel, for which you will be responsible for payment of transportation, meals, lodging, and all other costs, and the hiring of necessary case consultants, experts, accountants, and investigators, to aid in the understanding, preparation and/or presentation of your case. We will not hire such persons or organizations unless you agree to pay their fees and charges.
14. **Billing Statements.** We will provide you periodic statements for fees and costs only at intervals you may request. We will bill you the equivalent of the excise tax we must pay to the State of Hawaii on our fees and expenses billed directly to you irrespective of your state of residence or domicile. There will therefore be added to your periodic billing an amount equal to 4.712% of the total amount billed, or similar proportional amount should the percentage State excise tax be increased or decreased. Payment will be due within 30 days.
15. **Additional Required Deposits.** Whenever your Minimum Fee Retainer as described in Paragraph 4 is exhausted, you will be required to make additional deposits, each up to a maximum of \$20,000, within 30 days, to cover future fees. Once a trial or arbitration date is set, but not more than six months in advance of such date, we will require you to pay all sums then owing to us and to deposit the full amount of the attorneys' fees and costs we estimate will be incurred in preparing for and completing the trial or arbitration, as well as all court, jury, or arbitration fees likely to be assessed. Those sums may exceed the above maximum deposit amount. Any unused additional deposit will be refunded at the conclusion of our services.
16. **Attorneys' Lien.** You hereby grant us a lien on your claims or causes of action which are the subject of our representation, and on any recovery or settlement thereof, for any sums owed us during or after our representation.


B (client initials)

17. **Termination.** You may discharge us at any time, subject to court rules. We may withdraw with your consent or for good cause when required or permitted by professional and ethical rules of the Bar or the Courts. Good cause also includes any breach of this agreement by you, your refusal to cooperate with us, or your decision to disregard our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical.

18. **Termination Responsibilities.** When our services are concluded, all unpaid charges will immediately become due and payable. After our services are concluded, we will, upon request, deliver your files to you, along with any funds or property of yours in our possession, upon reasonable notice to us in writing. It is however our policy to keep you fully informed by providing you with copies of all documents received and generated by us pertaining to your case; when our services are concluded therefore we will have no obligation to provide you with items or copies of items which have already been provided to you during the course of our representation unless you specifically request and you pay the additional expense.

19. **Disclaimer Of Guaranty.** Nothing in this agreement or in our statements to you will be construed as a promise or guaranty about the outcome of your matter. We can make no such promises or guaranties given the uncertainties of legal matters. Any comments by us about the outcome of your matter are comments of expressions of opinion only.

20. **Effective Date.** This agreement will take effect only when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. Even if this agreement does not take effect, you will be obligated to pay us for the reasonable value of any services we may have nevertheless performed for you with your knowledge and consent in anticipation of our being retained by you.

Acknowledgement

I/We have carefully read and accept the terms of this 2010 Legal Services Agreement:

The Royal Bloodline of David
By: Leonard G. Horowitz, Overseer
SIGNATURE(S) ABOVE
DATED: 3-31-10

PLEASE PRINT NAME(S) BELOW:

THE ROYAL BLOODLINE OF DAVID
By: LEONARD G. HOROWITZ, OVERSEER

ADDRESS BELOW:

THE KINGDOM OF HEAVEN
13-3775 KALAPANA HULY
PAHOA, HI 96778
808-965-2112

CELL: *310-877-3002*

TELEPHONE, FAX, E-MAIL

BELOW:

len15@mac.com
Sherri Kane@gmail.com

APPROVED BY: *[Signature]*

DATED: 3-31-10

Legal Services To Be Provided: Foreclose defense 2nd

Counter-suit for Financial Damage Recovery

Minimum Retainer Amount Required: \$6,000 (\$2,500/mo.) *[Signature]*

From: Leonard Horowitz <len15@mac.com>
Subject: JOHN CARROLL DOCUMENTS URGENTLY NEEDED!

Date: April 11, 2010 9:50:18 PM HST

To: Gary Victor Dubin <gdubin@dubinlaw.net>

Cc: "John S. Carroll" <johncarro001@hawaii.rr.com>, Mitch Fine <mitchfine@hotmail.com>, Gary Zamber <gzamber@gmail.com>, Jackie Lindenbach <jackiel1957@gmail.com>, shin@dubinlaw.net, len15@mac.com, Sherri Kane <sherrikane@gmail.com>



Gary,

I believe I gave and/or e-mailed you a copy of:

- 1) The Agreement for Closing Escrow.
- 2) The Mortgage and the Deed as listed on TMKs
- 3) My latest Affidavit.
- 4) Foreclosure Auction Notice

The dispute, as discussed is:

1) Plaintiffs: Herb Ritke "Counsel" for Loran Lee "Seller," and Herb Ritke Officer for "Jason Hester," Plaintiff Corp. Sole Ministry (Fraudulent Conveyance) have:

a. Financially damaged us more than \$1 million since January, 2004 to present day by extortion, harassments (Violation of Covenant 2 of Agreement for Closing Escrow), property thefts, vandalisms, various frauds including forgery and breaches of Closing Agreement (especially paragraph 1) regarding insurance and construction indemnification against foreclosure) and Mortgage Covenants (paragraph 19 and seller defense of property against 3rd party intervenor, Phil Maise to whom we paid hundreds of thousands of dollars to of Lee's debt, and were prohibited from operating the business, or the ministry, and paying off the note early as intended to save the interest.

b. Failed to disclose substantive defects in property including:

i. construction of "Bed & Breakfast" and septic system directly over and adjacent to a lava tube that is now caving in and damaging property severely.

ii. "trailer" on lot sold with renter lease and rental income revoked after sale. (See: Agreement for Closing Escrow paragraphs 3 and 4)

Hope this helps.

Len

On Apr 11, 2010, at 8:50 PM, Gary Victor Dubin wrote:

Len:

I need everything regarding the property and the loan and the dispute that I can get from any source.

I am usually in court during the day, especially on Monday. Best time to reach me is in the evenings.

Gary

Dubin Law Offices
Harbor Court, Suite 3100

Exhibit 2

55 Merchant Street
Honolulu, Hawaii 96813

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

SENT BY IPHONE

On Apr 11, 2010, at 8:45 PM, Sherri Kane <sherrikane@gmail.com> wrote:

Dear Gary,

I am not sure I can be of any benefit with John Carroll. As you know I have asked John via e-mail repeatedly to connect with you and aid you work by supplying documents you requested.

Can you please list the documents you would like to review right away. If needed, I will drive to John Carroll's house on the Big Island to see if I can get our files, OR I will fly to Oahu to pick up the files you request.

I will cc John Carroll again here as well.

My phone number is 808-965-2112. I suggest we connect tomorrow afternoon to discuss next steps.

Thanks for your prompt reply.

I am having problem with my mail connection, so I suggest you mail to Sherri Kane as well. Her mail seems to be working better than mine.

WHAT DOCS Do you NEED right NOW????

Len

On Sun, Apr 11, 2010 at 8:31 PM, Gary Victor Dubin <gdubin@dubinlaw.net> wrote:
Len:

I am oiling the tanks, but have not received any files yet from John Carroll.

Gary

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

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

SENT BY IPHONE

On Apr 11, 2010, at 8:22 PM, Leonard Horowitz <len15@mac.com> wrote:

Gary,

Are we okay with the filing you proposed?

Did you receive any assistance with requested documents from John Carroll?

We are feeling less than comfortable about the scheduled foreclosure auction on April 22, 2010, and Sherri has been leaving messages to get in touch with you to confirm your preparations and filings on our behalf to bring the non-judicial foreclosure into Court in Oahu, and get an injunction on the auction.

Can you please let us know what, if anything, I should be doing at this time, besides praying? We have a lot of people who are praying for us and praying you will be highly effective as discussed.

Please confirm receipt of this mail, as our connection has been giving us problems.

Len

On Apr 4, 2010, at 9:16 PM, Gary Victor Dubin wrote:

That works. Gary

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

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

SENT BY IPHONE

On Apr 2, 2010, at 8:59 PM, Leonard Horowitz <len15@mac.com> wrote:

Gary, Thanks for clarification. What about this:

... serious defects to subject property not disclosed and never part of previous counterclaims. These were only discovered about two years ago.

There is a lava tube running directly under 1/3 of our building currently causing the collapse of a main support pillar.

LEE had to have known about this because the tube was partly filled in with gravel AND the Country permitted "Septic" system IS THAT SAME LAVA TUBE directly adjacent and beneath the living quarters. This was not disclosed.

Moreover, the jury awarded LEE \$400 for me demolishing the trailer that was purchased in the DROA. That trailer was the subject property in the Agreement for Closing Escrow. Thus, LEE's foreclosure complaint that I "trespassed on his chatels" essentially violates the terms of the DROA and the mortgage note.

Leonard

Leonard

Begin forwarded message:

From: Leonard Horowitz <len15@mac.com>
Date: April 2, 2010 11:09:27 PM PDT

From: Leonard Horowitz <len15@mac.com>
Subject: Fwd: Checking In. Are we okay with foreclosure defense???
Date: April 21, 2011 11:16:47 PM HST
To: len15@mac.com



Begin forwarded message:

From: Gary Victor Dubin <gdubin@dubinlaw.net>
Date: April 17, 2011 6:09:42 PM HST
To: Leonard Horowitz <len15@mac.com>
Cc: "John S. Carroll" <johncarro001@hawaii.rr.com>, Mitch Fine <mitchfine@hotmail.com>, Sherri Kane <sherrikane@gmail.com>, Jackie Lindenbach <jackiel1957@gmail.com>
Subject: Re: Checking In. Are we okay with foreclosure defense???

Len:

Here you go again.

For the tenth time at least: You have not lost ownership. As long as you have possession and a deed that put you in possession, you are the lawful owner notwithstanding any wild deed filed at the State Bureau of Conveyances and notwithstanding any robotic change of title at the County Tax Office simply the result of the premature change at the Bureau of Conveyances, until a Court decides who really has superior title.

And John protected your interests by filing a notice of pendency of action at the Bureau of Conveyances which as a practical matter stops any refinancing or sale by the miscreants until removed.

I cannot comment on what transpired before my involvement, which was after you lost the case, but making a circus out of the case will not help your legal cause.

You have an absolute right to be confused by all of the hocus pocus mumbo jumbo of the legal profession, but you need to better distinguish between those who are helping you and those who are not -- and judging by your last two emails, some new idiot seems to have your ears.

Litigation is very expensive, and you told me from the beginning that you did not have the money to sustain the battle in court, so we have needed to be selective in our work.

There is no way, for instance, to stop a nonjudicial foreclosure auction as the Court's consider, right of wrong, emotions aside, that no irreparable harm occurs since no court has yet decided the issues, and your issues are not the type that would support such emergency relief anyway.

I don't know who is suddenly advising you, but they are full of crap.

I told you last week that I have prepared the case and am prepared at any time to file, and that should be done soon, but you have also told me that you cannot fund the type of action needed.

Now you accuse me of failing to file an appeal under a statute that is not applicable. Who fed you that nonsense?

Now you accuse me of failing to stop the auction. Who fed you that nonsense?

Good luck following the blind. In the process, watch out for the cliffs.

Exhibit 3

Gary

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

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

SENT BY IPHONE

On Apr 17, 2011, at 5:34 PM, Leonard Horowitz <len15@mac.com> wrote:

Gary, John, and Mitch:

Here are e-mails between us prior to the foreclosure auction. One from John and Mitch stating that John was going to be filing a timely appeal to block the resulting loss of title. That was never done. Gary's eyes were on this matter at this point also, and he informed me by e-mails that he would be filing something also, and never did. I knew not the law, but in my heart, that a filing by attorney(ies) could block the auction and subsequent loss of title.

I now need to hire another local attorney, besides Zamber, Carroll, and Dubin, to avert further injury.

Len

Begin forwarded message:

From: Leonard Horowitz <len15@mac.com>
Date: April 11, 2010 8:22:52 PM HST
To: Gary Dubin <gdubin@dubinlaw.net>
Cc: Sherri Kane <sherrikane@gmail.com>, Jackie Lindenbach <jackiel1957@gmail.com>, Mitch Fine <mitchfine@hotmail.com>, Roxanne Hampton <rhampton@co.hawaii.hi.us>, "John S. Carroll" <johncarro001@hawaii.rr.com>
Bcc: Gary Zamber <gzamber@gmail.com>
Subject: Checking In. Are we okay with foreclosure defense???

Gary,

Are we okay with the filing you proposed?

Did you receive any assistance with requested documents from John Carroll?

We are feeling less than comfortable about the scheduled foreclosure auction on April 22, 2010, and Sherri has been leaving messages to get in touch with you to confirm your preparations and filings on our behalf to bring the non-judicial foreclosure into Court in Oahu, and get an injunction on the auction.

Can you please let us know what, if anything, I should be doing at this time, besides praying? We have a lot of people who are praying for us and praying you will be highly effective as discussed.

Please confirm receipt of this mail, as our connection has been giving us problems.

Len

On Apr 4, 2010, at 9:16 PM, Gary Victor Dubin wrote:

That works. Gary

Dubin Law Offices

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

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

Gary

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

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

Sent from my iPad

On Sep 26, 2011, at 8:56 AM, sherrikane@gmail.com wrote:

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

Sherri

Sent from my Verizon Wireless BlackBerry

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

Len:

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

Gary

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

Office: (808) 537-2300

From: Gary Victor Dubin <gdubin@dubinlaw.net>
Subject: RE: Pick Up of Files from Dubin Law Offices - Royal Bloodline of David (Horowitz)
Date: September 16, 2012 12:38:47 PM HST
To: 'Leonard Horowitz' <len15@mac.com>
Cc: 'Sherri Kane' <sherrikane@gmail.com>, 'Bessie Rodriguez' <brodriguez@dubinlaw.net>, 'Sherlyn Antonio' <santonio@dubinlaw.net>, 'Mike Abiva' <mabiva@dubinlaw.net>, "Peter T. Stone" <pstone@dubinlaw.net>, Sharlene Saito <ssaito@dubinlaw.net>

Mr. Horowitz:

I have placed your case files in seven boxes that are resting in our main conference room for you to pick up this week at your convenience.

I would appreciate however having them promptly picked up as soon as possible.

Needless to say, you are your own worst enemy and will have only yourself to blame for future events.

You are, moreover, probably the first client in world history to complain after a law firm wins your case for you, or have you forgotten hugging and thanking Peter.

Your including nevertheless my law firm in your USDC case solely because we refused to sue Sulla for you (which moreover obviously contradicts your belated afterthoughts concerning the adequacy of our legal representation of you), not only is a breach of federal removal rules, but a breach of your legal services agreement with us, for which you will be held fully accountable.

Gary Victor Dubin

From: Leonard Horowitz [mailto:len15@mac.com]
Sent: Thursday, September 13, 2012 9:18 AM
To: Peter T. Stone
Cc: Sherri Kane; Gary Victor Dubin; Bessie Rodriguez; Sherlyn Antonio; Mike Abiva
Subject: Re: Pick Up of Files from Dubin Law Offices - Royal Bloodline of David (Horowitz)

No problem, Peter.

Gary informed me previously that he had made copies of all the records when we initially terminated as a client before Sulla and Hester conspired to file the Eviction Complaint in the Hilo District Court, that brought you, Lila King, and Ben Broward, into the action.

So I pray that there won't be too much more photocopying to do. And I apologize for neglecting the cost of photocopying that needed to be added to our account.

We will look forward to hearing from Gary when he returns from SF.

Best wishes,

Leonard

Exhibit 5

On Sep 11, 2012, at 1:16 PM, Peter T. Stone wrote:

Len & Sherri:

I am sorry but I cannot release any files to you today until Garry Dubin reviews all files and he is currently in San Francisco. I was not aware of this office policy when I set the date of your pick up of files at 2 p.m. today.

Please accept my apologies. I also called Sherri's cell phone and gave her the same message.

--
Peter T. Stone, Esq.
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, HI 96813
Telephone: (808) 537-2300
E-Mail: pstone@dubinlaw.net

This email communication may contain privileged and confidential information. If you are not the intended recipient, please notify the sender immediately and destroy all hard and electronic copies of this communication. Mahalo for your cooperation.

Exhibit 6

From: Gary Victor Dubin <gdubin@dubinlaw.net>
Subject: RE: Coming on Tues. and Request Account Reconciliation
Date: September 7, 2012 11:35:18 AM HST
To: 'Leonard Horowitz' <len15@mac.com>
Cc: "Peter T. Stone" <pstone@dubinlaw.net>, Fred Arensmeyer <farensmeyer@dubinlaw.net>, "Bessie M. Rodriguez" <brdriguez@dubinlaw.net>, Shinichi Murayama <shin@dubinlaw.net>, Sharlene Saito <ssaito@dubinlaw.net>, 'Sherri Kane' <sherri@sherrikane.com>, Mike Abiva <mabiva@dubinlaw.net>

Len:

You are completely self-servingly mischaracterizing our work, and I do not appreciate the abusive tone of your emails, nor being sued by you in your latest ignorant pro se complaint that will undoubtedly be tossed out of federal court.

I will be in San Francisco next week and fortunately will not be available on Tuesday to listen to your personal unfair diatribes.

You have aggressively attacked everyone in your path, friend and foe alike. I cannot put up with your constant abuse any longer. You should never have returned to us if you were dissatisfied with our work.

I do not know how you became this way, but your attitude and vicious speech is not getting you anywhere in life and is going to cause you to lose your property as you similarly turn off every judge that you have been before.

You have additionally attacked every attorney on your side and every opposing counsel as well (and Hawaii Judges) with a level of viciousness probably unparalleled in Hawaii history, and are completely ungrateful for our work.

You have also embarrassed us with judge after judge, and even though you now purport to have been satisfied with Peter's work, which by the way saved your property AGAIN, you nevertheless embarrassed him with the Court by your antics and caused him grief as well as much waste of his time.

I remind you that you came to us years ago after losing your case, which was not our doing unless of course you also wish to attack the laws of physics as well, and we have kept you in your property for years thereafter, not that I really expect any gratitude from you given your constant outbursts.

It was not a popular choice for us to represent someone like you, which you also do not apparently appreciate, but will unfortunately certainly find out if you try to retain anyone else in this legal community.

I do not have time to get your files together nor your final bill by Tuesday as I will not be here. But I am requesting our documents clerk in my

Exhibit 7

absence to begin to prepare your files for transmission.

When I return I will attend to your needs. At that time, you will be informed when your files will be available and be provided with a final accounting.

In my absence I am leaving instructions with my staff and also with building security not to allow you to disrupt us further, as you have done in the past and with others by your surprise visits. You are forewarned.

And further emails from you will be ignored and not responded to, please be assured, as I am sure you would prefer not to be billed for.

I regret that we must terminate our relationship in such a way, but you apparently enjoy doing so based on your past history.

I have always believed in being frank with clients, especially those who need it.

Please know that I always feel sorry for people like you who cannot differentiate between who their friends are and who their adversaries are.

In your case, it appears to be the entire world against you. I am not a psychiatrist, and therefore I cannot diagnose the situation in your case further, nor do I wish to.

All that I am certain of is that due to your divine belief in your infallibility as a pro se litigant and rejection of studied professional legal advice, it is clearly only a matter of time before you lose your property, a result that you can now blame only on yourself.

Gary

-----Original Message-----

From: Leonard Horowitz [mailto:len15@mac.com]
Sent: Friday, September 07, 2012 10:35 AM
To: Gary Victor Dubin
Cc: Peter T. Stone; Sherri Kane
Subject: Coming on Tues. and Request Account Reconciliation

Hello, Gary,

Sherri has made arrangements for us to stop by on Tues around 2PM to pick up the records from our case.

Can you please have your staff prepare a final account reconciliation statement for us as per our termination agreement.

From our records, we paid you two payments totaling \$23,000 (\$6K and \$18K). You had three billable attorney round trips to Hilo.

Attorneys:

- 1) King-1
- 2) Stone-2

There was one proper filing to my knowledge, by Peter Stone, that was very good and served to get the case dismissed due to improper jurisdiction; and Peter prepared and argued excellently.

Brower's filing was untimely and errant, as you know, and caused an unwarranted and damaging near three month delay.

Exhibit 8

So putting it all together, including your time mailing us, and speaking with us on the phone about a half dozen times for a fee, should give us a basis for determining the amount of refund.
A check available at the time we arrive on Tuesday would be greatly appreciated.

Thanks,
Len and Sherri

On Sep 4, 2012, at 8:17 AM, pstone@dubinlaw.net wrote:

Leonard

I forwarded your last two emails to me over to Mr. Dubin and you need to work with him on any refund for a part of the retainer.

Since you terminated our services I offer no further advice or comment.

Sent from my iPhone
Peter T. Stone

On Sep 3, 2012, at 7:01 PM, Leonard Horowitz <len15@mac.com> wrote:

Hi, Peter.

I am preparing to file a Complaint against Sulla et al, and have a question for you.

The two "Assignment of Promissory Note[s]" Sulla certified to create the unlawful debt to bring NJF were not included in your filing of Motion to Dismiss. Was there a reason for this?

Did you speak with Gary Dubin about a refund on the unused portion of our retainer? Sure could use the money.

Aloha,

Len with Sherri
808-946-6999

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

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

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

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

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

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

See you Wed. at 2:30.

Len
965-2112

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

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

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

Assistant Prosecutor Damerville,

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

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

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

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

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

Exhibit 9

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

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

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

Best wishes,

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



County of Hawai'i

DEPARTMENT OF FINANCE - REAL PROPERTY TAX

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

Nancy Crawford
Deputy Finance Director

February 13, 2018

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

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

Mr. Sulla,

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

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

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

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

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

Sincerely,

Lisa Miura
Assistant Real Property Administrator

Exhibit 10

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



Executive Director
Bradley R. Tamm, Esq.
Deputy Chief Disciplinary Counsel
Rebecca M. Salwin, Esq.

Assistant Disciplinary Counsel
Ryan S. Little, Esq.
Chloe M. R. Dooley, Esq.

Investigators
Barbara Gash
Andrea R. Sink
Joanna A. Sayavong
Josiah K. Sewell

September 28, 2018

CONFIDENTIAL

Ms. Sherri Kane
5348 Vegas Drive, Suite 353
Las Vegas, Nevada 89108

Re: ODC 18-0258
Paul J. Sulla, Jr., Respondent

ODC 18-0259
Stephen D. Whittaker, Respondent

Dear Ms. Kane:

This is to inform you that we have received your complaint against attorneys Paul J. Sulla, Jr. And Stephen D. Whittaker on September 27, 2018. Your complaint will be reviewed by a member of our staff and you will be notified by mail of the results of the initial review.

For your information, in our disciplinary process, a complainant supplies evidence of alleged attorney misconduct to the Office of Disciplinary Counsel and is a witness, not a party, to any possible action taken against the attorney.

We appreciate your patience while we determine whether or not any action will be initiated against the attorneys above-named based on your complaint.

You may be contacted by a staff member if any additional is needed from you.

Very truly yours,


COMPLAINT INTAKE
OFFICE OF DISCIPLINARY COUNSEL

Enclosures: ODC and Lawyers' Fund brochures

Exhibit 21