



January 9, 2019

RE: Complaint Against Judges Ginoza, Fujise, Leonard, and Reifurth for a pattern and practice of HRCP Rule 19 violations, and HRCJC violations of Rules 1.2, 2.2, 2.3, 2.4(b)(c), 2.5(a) and 4.1(a)(12), pursuant to four Orders denying the joinder of proper and jointly liable party Paul J. Sulla, Jr. in CAAP 16-0162; 16-0163; and 18-0584.

Hon. Gerald Y. Sekiya
Chair, Commission on Judicial Conduct
417 S. King Street, Rm. 206A,
Honolulu, HI 96813-2943

Dear Chairman Sekiya:

I am in receipt of your notice of January 3, 2019, that justifies dismissal of my complaint against ODC Director Tamm, by reason of your Commission's lacking jurisdiction. You make clear your invitation to refile against a specific judge not within the administration of the ODC pursuant to my chief complaint of public corruption resulting in the theft of my real property.

Accordingly, I file this Complaint against judges who have violated Rule 19(a) and/or (b) of the Hawaii Rules of Civil Procedure ("HRCP"), and neglected law UCC/HRS § 3-116. I include here allegations "specifically set forth" pursuant to the Respondents' 'unconscionable' conduct—four times denying required joinder of the proper party and jointly liable party, Paul J. Sulla, Jr. (hereafter, "Sulla"). By refusing to join Sulla, the Respondents have immunized Sulla from counterclaims in my cases. Their denials have multiplied cases in the lower courts, appellate court, and criminal actions commenced, giving the clear appearance of impropriety, partiality, bias, prejudice, and safe-harboring Sulla, in defiance of Rule 19 and the Hawaii Supreme Court ruling in *Vierra v. CAMPBELL AND MOODY*, 40 Haw. 86 – Haw: Supreme Court 1953: "[T]he court . . . [must decide] to exonerate the [jointly liable] one who is shown by the proof not to be responsible." *Id.* Alternatively, the court(s) must comply with statute UCC/HRS § 3-116 that imposes on fact finders "joint and several liability" provisions material to my case and the facts in evidence repeatedly presented to the Respondents, yet ignored.

The Respondents have, in effect, violated multiple rules and said statute, and by so-doing, have aided-and-abetted Sulla's conversion of my property. Granting Sulla immunity this way, despite known wrongdoing as the jointly liable real-party-in-interest and proper party, even indispensable

party (assuming the Respondents' are granting Sulla qualified immunity), gives the 'appearance of impropriety.'

I. FACTS & EVIDENCE FROM PUBLIC RECORDS

Part time Hawaii District Court Judge, and the Past President and member of the Senior Counsel Division of the Hawaii State Bar Association, Peter Stone, best summarized Sulla's joint actions causing joint liability in these matters. Attorney Stone wrote in 2012:

"Throughout this prolonged title dispute, there remains one constant. Paul J. Sulla, Jr. was the attorney for Lee when he filed the motion to vacate the \$200,000 jury award at end of the Judicial Foreclosure Action; he still is the attorney for Jason Hester as the Overseer of the [Gospel of Believer's, "GOB"] in the pending appeal; he recorded the Assignment of Mortgage from Lee to Lee as Overseer of [GOB]; he conducted the non-judicial foreclosure for Jason Hester as the Overseer of [GOB]; he drafted and recorded the two Quitclaim Deeds, first to Jason Hester as Overseer to [GOB] and finally to Jason Hester, individual, the Plaintiff herein. Although Plaintiff initially filed this action pro se, now that Royal has challenged the Court's subject matter jurisdiction based on the title dispute, Mr. Sulla has again entered his appearance as counsel for Jason Hester."¹

Exhibit 1 is your letter of dismissal;

Exhibits 2-5 shows four separate Orders denying four separate motions to join Paul J. Sulla, Jr. as a joint actor and "proper party." The motions argued and evidenced that Sulla is actually the exclusive real-party-in-interest when his corporate veils and sham "substitute plaintiff" (Jason Hester) is pierced. The denied motions each argued that Hester has no valid standing in these matters.

Exhibit 6 shows me having defeated Sulla's wrongful judicial foreclosure following a jury trial in 2008 according to the Fifth Amended Final Judgement in Civ. No. 05-1-0196, dated March 4, 2016, and issued by Judge Ronald Ibarra.

Exhibits 7 and 8 show Judge Ibarra's conflicting final judgment in my quiet title case (Civ. No. 14-0304) resulting in my ejection and Sulla's possession of my home and lands. This conflicting judgment favored Sulla's *non-judicial foreclosure* and contrived default of me. This case was never adjudicated on the merits, and the contested final judgment shows no express determinations;

Exhibit 9 shows Sulla's *forged* warranty deed transferring my property from sham plaintiff Hester to Sulla's own company (i.e., Halai Heights, LLC), voided by the County of Hawaii having discovered Sulla's illegal alteration therein (i.e., forged land description to extend his land grab);

Exhibit 10 shows the County of Hawaii's Notice to Sulla voiding his forged warranty deed on February 13, 2018, by reasons of having discovered Sulla's substitution of my neighboring property land description, recklessly committed with scienter to expand Sulla's conversion;

Exhibit 11 shows that Sulla is the exclusive proper party and real party-in-interest in possession of my Property according to Sulla's filing with the DCCA of HHLLC's registration on Feb. 1, 2016.

¹ Quoted from pg. 9, DEFENDANT'S MOTION TO DISMISS COMPLAINT FILED JUNE 21, 2011 FOR LACK OF SUBJECT MATTER JURISDICTION. December 16, 2012. Civ. No. 3RC-11-1-662; filed by Peter T. Stone, for the Dubin Law Firm.

Exhibit 12 shows my Hilo Police Criminal Complaint No. C 18009738, investigated for “Poss[ible] Forgery,” then updated following investigation to “Forgery in the 2nd Degree.” This case was conveyed to Prosecutor Mitch Roth for prosecution, requiring the return of my stolen Property by Sulla, who maintains possession, not Hester.

II. STANDARDS OF REVIEW

Hawaii Rules of Civil Procedure, Rule 19, states as follows:

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

(b) Determination by court whenever joinder not feasible. If a person as described in subdivision (a)(1)-(2) hereof cannot be made a party, the court shall determine whether in equity and good conscience the action should proceed among the parties before it, or should be dismissed, the absent person being thus regarded as indispensable. The factors to be considered by the court include: first, to what extent a judgment rendered in the person's absence might be prejudicial to the person or those already parties; second, the extent to which, by protective provisions in the judgment, by the shaping of relief, or other measures, the prejudice can be lessened or avoided; third, whether a judgment rendered in the person's absence will be adequate; fourth, whether the plaintiff will have an adequate remedy if the action is dismissed for nonjoinder.

UCC/HRS § 3-116. JOINT AND SEVERAL LIABILITY; CONTRIBUTION [states].

(a) Except as otherwise provided in the instrument, two or more persons who have the same liability on an instrument as makers, drawers, acceptors, indorsers who indorse as joint payees, or anomalous indorsers are jointly and severally liable in the capacity in which they sign.

(b) Except as provided in Section 3-419(e) or by agreement of the affected parties, a party having joint and several liability who pays the instrument is entitled to receive from any party having the same joint and several liability contribution in accordance with applicable law.

***Vierra v. CAMPBELL AND MOODY*, 40 Haw. 86 – Haw: Supreme Court 1953**

“Joinder of persons as parties defendant in tort actions is generally restricted to those who are jointly liable to the plaintiff, and when the latter is in doubt as to who might be liable for the damage sustained, he often must sue first one and then another. As a general rule under common-law practice, and except as modified by statute, the only way in which he can get the whole

matter settled in one suit is to allege, if he can, that parties are jointly liable, leaving it to the court or jury to exonerate the one who is shown by the proof not to be responsible. It has been generally, although not invariably, held that persons one or the other of whom it is sought to hold liable cannot, in the absence of statutes changing the practice, be joined as defendants in an action at law unless it is possible to allege, properly, that they are jointly liable.” (39 Am. Jur., Parties, § 41, p. 913.) See also 67 88*88 C.J.S., Parties, § 34, and cases cited.

Rule 2.5. COMPETENCE, DILIGENCE, AND COOPERATION

(a) A judge shall perform the duties of judicial office competently and diligently. . . .

. . . . [3] *Prompt disposition of the court’s business requires a judge to devote adequate time to the duties of judicial office, to be punctual in attending court and expeditious in determining matters under submission, and to take reasonable measures to ensure that court officials, litigants, and their lawyers cooperate with the judge to that end.*

[4] *In disposing of matters promptly and efficiently, a judge must demonstrate due regard for the rights of parties to be heard and to have issues resolved without unnecessary cost or delay. A judge should monitor and supervise cases in ways that reduce or eliminate dilatory practices and avoidable delays, and unnecessary costs.*

III. ARGUMENT

There is no doubt that Sulla is “jointly liable” for my damages. Hester is a legal incompetent. Peter Stone’s summary of Sulla’s exclusive representation of Hester, and exclusive conversion of my property by forged and void deeds, makes Sulla a joint actor, jointly liable. Furthermore, Sulla’s joint action is indisputable; and there is no doubt about Sulla’s real-party-concealed-conflicting-interests that could reasonably justify the Respondents’ repeated defiance of Rule 19(a), UCC/HRS § 3-116, *Vierra v. CAMPBELL AND MOODY* (Op cit.) and HRCJC Rule 2.5(a).

Instead of complying with the Respondents’ Rule 2.5 responsibilities, they have repeatedly acted to enable Sulla to multiply his torts and crimes, civil case filings, costly delays, and my severe distress and damages. The ICA has thus become an instrument of injustice, aiding-and-abetting Sulla’s crimes and malicious prosecutions against this Complainant.

The facts before these Respondents have not changed, only compounded with Sulla’s compounding crimes, including County of Hawaii noticed and voided warranty deed forgery discovered last year. Notice that in **Exhibit 10** the County *did not notice Hester*. Government officials noticed Sulla, who made the forgery, and accepted and indorsed the felonious transaction in the name of his alter ego, HHLLC—Sulla’s corporate fiction as verified by **Exhibit 11**.

The Respondents neglected to competently and diligently administer my repeated motions to join Sulla to comply with HRCJC Rule 19 and UCC/HRS § 3-116.

As repeatedly pled to the Respondents, Rule 19(a) is not discretionary in this case since Sulla is a Hilo lawyer (concealed surety and proper party) available for summons.

Rule 19(a) makes it compulsory that judges join all parties who hold interests in contested properties, especially those situated to deprive any party of protection against loss of any real interest, required relief, or cause “inconsistent obligations.” In this case, non-joinder was a “joint action” by the State favoring Sulla that caused the Complainant to lose his interest to “Hester”—Sulla’s strawman; a sham plaintiff who is not even situated to render rescission of the Property nor restitution for my losses.

The Respondents knew, or should have known these facts and circumstances by reading my motions. They repeatedly denied Sulla’s joinder, prejudicially damaging me. They imposed unfairness; that is, the Respondents’ imposed upon me my risk losing everything and gaining nothing in these cases even if I prevail! This is *outrageous*! Non-joinder imposes upon me the certainty of Sulla gaining all my property, evading joint-liability, Sulla losing and risking nothing, effectively being immunized by the Respondents’ lacking diligence and competence.

The respondent’s Rule 2.5(a) ‘expeditious’ determination of ‘matters under submission,’ denying the joinder motions, grossly disregards my rights “to be heard and to have issues resolved without unnecessary cost [and] delay.” *Id.* The non-joinder rulings increase unnecessary costs and delays.

This unjust pattern and practice I have witnessed in the ICA Respondents over many years. Rather than “disposing of matters promptly and efficiently” as Rule 2.5 requires, they have permitted my cases to fester for years, delaying my recovery of my property and generating unnecessary costs to me, my loved-ones, and to taxpayers. This gives the impression that the Respondents seek my attrition, rather than justice. “*A judge should monitor and supervise cases in ways that reduce or eliminate dilatory practices and avoidable delays, and unnecessary costs.*” *Id.*

By neglecting the aforementioned rules, the Respondents have imposed on me this fight against a phantom party (Sulla) in their rigged court. This rigging is *unconscionable*. “[A] determination of unconscionability requires a showing that the contract was both procedurally and substantively unconscionable.” *Balogh v. Balogh*, 134 Hawai’i 29, 41, 332 P.3d 631, 643 (2014) (internal quotations, alterations, and citation omitted); see also *Lewis v. Lewis*, 69 Haw. 497, 502, 748 P.2d 1362, 1366 (1988) (“[T]wo basic principles are encompassed within the concept of unconscionability, one-sidedness and unfair surprise.”). The Respondents’ rule-breaking is procedurally and substantively unconscionable. The Respondents’ excuse Sulla as the phantom party and concealed surety, despite Sulla being the only proper party. The judges have rigged the court to indemnify this phantom, secure his stolen property, and deprive me of my rights.

Non-joinder of Sulla, as the Respondents know, or should know from reading this Complainant’s four joinder motions in three consolidated appeals, creates a judicial contract that is grossly one-sided in favor of Sulla. Such administration of “due process” is grossly unfair and surprising in a court of law, justice and equity. Any reasonable party agreeing to litigate under this lop-sided judicial contract would be insane. Why waste time and resources in a dispute wherein justice and equitable resolution is precluded by the court’s disregard of its own rules and laws?

No reasonable person would litigate knowing judge(s) repeatedly neglect their own rules depriving an injured party of his civil rights to due process and real property. This imposes “unduly harsh or oppressive” conditions upon this Complainant. *Adams*, 1076 279 F.3d at 893.

The Respondents’ actions give clear-and-convincing “appearance[s] of impropriety”² that would cause any reasonable litigant severe distress and irreparable harm over the course of many years. This appearance of impropriety has resulted in Sulla’s illegal possession of my property, and my illegally-imposed homelessness. The prejudice and damage suffered by me, my family, and my partners due to Sulla’s absence was timely noticed in every court requested to comply with Rule 19(a) as per *Marvin v. Pflueger*, 127 Hawai’i 490 (2012) 280 P.3d 88.

In the latest Order (**Exhibit 5**) denying Sulla’s joinder issued December 26, 2018 the Respondents did not even respond to my Rule 19(b) indispensable party argument. By repeatedly denying Sulla’s joinder under Rule 19(a), these judges have imposed on me Sulla’s Rule 19(b) indispensable party status. “In *Haiku Plantations Ass’n v. Lono*, the court at issue noted that the “[a]bsence of indispensable parties can be raised at any time even by a reviewing court on its own motion.” 56 Haw. 96, 103, 529 P.2d 1, 5 (1974) (citation omitted).” Why has this not happened? Why am I so prejudiced? Why is Sulla granted immunity from Rule 19(a) and (b)? Why do the Respondents disregard statute UCC/HRS § 3-116? This ‘appearance of impropriety’ violates HRCJC Canon 1 and Rule 1.2.

Any reasonable person and responsible judge would conclude such repeated defiance of rules and laws under the circumstances must source from the judge’s partiality favoring Sulla, or Sulla’s corrupting influence on the courts.

This is especially evident since each of the four attached Orders denying Sulla’s joinder lacks express determinations or any explanation. What kind of ‘justice,’ ‘fairness,’ or ‘impartial’ action does this demonstrate? Certainly not one that comports with the HRCJC definition of “**Impartial**,” meaning “absence of bias or prejudice in favor of, or against, particular 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.”

The Respondents’ pattern and practice of such partiality or prejudicial actions lacks integrity, and demonstrates the ‘temperament’ of the judges to disregard their rules, delay these proceedings, and damage me.

This injustice reflects poorly on the fitness of the Respondents “to fulfill the duties of judicial office.”¹ The Respondents, and three lower court judges, have refused to join Sulla 8 times over the last 8 years, defying this most basic ‘Rule 19’ requirement to administer justice.

Accordingly, this Complaint alleges and opposes the Respondents’ violations of Rules 1.2, 2.2, 2.3, 2.4(b)(c), 2.5(a) and 4.1(a)(12). This latter rule states that a judge shall not “make any

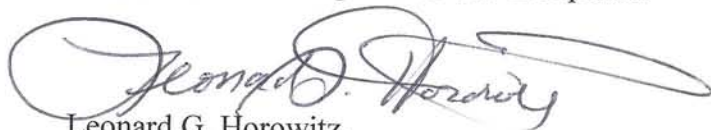
² “‘**Appearance of impropriety**’ means conduct that reasonable minds, with knowledge of all the relevant circumstances, would perceive as materially impairing the judge’s independence, integrity, impartiality, temperament, or fitness to fulfill the duties of judicial office.” See HRCJC Canon 1 and Rule 1.2.

statement that would reasonably be expected to affect the outcome or impair the fairness of a matter pending or impending in any court.” The contested Orders denying Sulla’s joinder, under the presenting circumstances, make such statements affecting the outcome of pending cases, impairing the fairness of litigating these matters pending in several courts at this time. Such Statements in the form of Orders denying Sulla’s joinder equate to ‘silence’ on Sulla’s indispensable party status; and this ‘silence’ is “evidence of the most persuasive character. . . . Conduct which forms a basis for inference is evidence.” *United States ex rel. Bilokumsky v. Tod*, 263 US 149 – Supreme Court 1923. The Respondents’ Orders, lacking express determinations, remaining silent on Rule 19 matters, and defying UCC/HRS § 3-116, evidence most persuasively an appearance of impropriety.

IV. SUMMARY AND CONCLUSION

In summary and conclusion, the Respondents have repeatedly ruled to deny the undeniable—Sulla’s joint action with Sulla’s strawman and sham plaintiff (Hester) compelling joinder. The Respondents have repeatedly neglected Sulla’s personal liability and conflicting interests as the proper party made indispensable party by the Respondents’ actions. According to Rule 19(a) or (b), and statute UCC/HRS § 3-116, the Respondents must join Sulla, or permit their appearance of impropriety to taint the judiciary. There is ample evidence to rule these repeated actions are unconscionable as violations of Rules 1.2, 2.2, 2.3, 2.4(b)(c), 2.5(a) and 4.1(a)(12). The Complainant hereby turns to your Commission to vindicate the judiciary and compel the administration of fairness and justice in these proceedings.

In service to justice, I remain sincerely yours awaiting your Commission’s express determinations in response to this Complaint.

A handwritten signature in dark ink, appearing to read "Leonard G. Horowitz", with a large, sweeping flourish extending to the right.

Leonard G. Horowitz,
Complainant



Commission on Judicial Conduct — THE JUDICIARY • STATE OF HAWAII
417 S. KING STREET, ROOM 206A, HONOLULU, HAWAII 96813-2943
TELEPHONE (808) 539-4790 • FAX (808) 539-4756

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Michele T. Morikami, VICE CHAIR
Doris M. Ching, EdD.
Shigeo Iwamoto
Dickson C.H. Lee, Esq.
Janice L. Loo
Benjamin M. Matsubara, Esq.

January 3, 2019

Mr. Leonard G. Horowitz
Ms. Sherri Kane
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108

Re: Your submissions to the Commission on Judicial Conduct

Dear Mr. Horowitz and Ms. Kane:

The Commission on Judicial Conduct acknowledges receipt of your submissions.

The purpose of this Commission is to determine whether there was unethical or other misconduct or disability on the part of a judge, as defined by the Hawai'i Revised Code of Judicial Conduct. Please understand that this authority does not permit and does not allow the Commission to intervene or affect any ongoing Office of Disciplinary proceedings. The Commission has jurisdiction to consider complaints against judges, but not against lawyers or Office of Disciplinary representatives.

In order for this Commission to consider any complaint of misconduct on the part of a judge, the allegations against the judge must specifically set forth the conduct complained about. Also, the allegations must be supported by a clear and definite description of the basis and support for making the allegations. There is insufficient evidence in your complaint for the Commission to proceed to consider a complaint against any judge.

Accordingly, your complaints are dismissed and this matter is concluded.

We appreciate your taking the time to bring your concerns to our attention.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gerald Y. Sekiya".

Gerald Y. Sekiya
Chair

GYS:st

EXHIBIT 1

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000162
06-APR-2017
08:45 AM

NO. CAAP-16-0000162

IN THE INTERMEDIATE COURT OF APPEALS

OF THE STATE OF HAWAII

JASON HESTER, Overseer of the Office of of Overseer,
a corporate sole and his successors, over/for the Popular
Assembly of Revitalize, a Gospel of Believers,
Plaintiff/Counterclaim Defendant/Appellee,

v.

LEONARD GEORGE HOROWITZ and THE ROYAL BLOODLINE OF DAVID,
Defendants-Counterclaim-Plaintiffs/Appellants,

and

JACQUELINE LINDENBACH HOROWITZ,
Defendant/Counterclaim-Plaintiff/Appellee,

and

PHILIP MAISE, Intervenor-Appellee,

and

JOHN DOES 1-10, JANE DOES 1-10, DOE ENTITIES 1-10, DOE
PARTNERSHIPS 1-10, DOE GOVERNMENTAL UNITS1-10, Defendants

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CIVIL NO. 05-1-0196)

ORDER DENYING THE JANUARY 7, 2017 MOTION

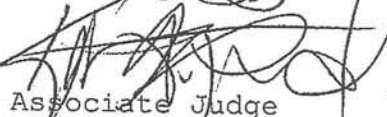
(By: Fujise, Presiding Judge, Leonard and Ginoza, JJ.)

Upon consideration of "[Defendants/Counterclaimants-
Appellants' Leonard G. Horowitz, et al.'s] Motion to Join Paul J.
Sulla, Jr. and Halai LLC as Parties," filed on January 7, 2017,
the papers in support and in opposition, and the record,

IT IS HEREBY ORDERED that the motion is denied.

DATED: Honolulu, Hawaii, April 6, 2017.


Presiding Judge


Associate Judge


Associate Judge

EXHIBIT 2

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000163
03-MAR-2017
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NO. CAAP-16-0000163

IN THE INTERMEDIATE COURT OF APPEALS

OF THE STATE OF HAWAII

JASON HESTER, an individual,
Plaintiff/Counterclaim-Defendant/Appellee,
v.

LEONARD G. HOROWITZ, an individual and
SHERRI KANE, an individual,
Defendants/Counterclaim-Plaintiffs/Appellants,
and

THE ROYAL BLOODLINE OF DAVID, a Washington Corporation Sole,
Defendant/Appellant,
and

MEDICAL VERITAS INTERNATIONAL, INC., a California
non-profit corporation, JOHN DOES 1-10, JANE DOES 1-10,
DOE PARTNERSHIPS 1-10, DOE CORPORATIONS 1-10,
DOE ENTITIES 1-10 AND DOE GOVERNMENTAL UNITS 1-10,
Defendants

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CIVIL NO. 14-1-0304)

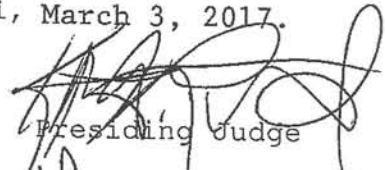
ORDER DENYING THE JANUARY 28, 2017 MOTION

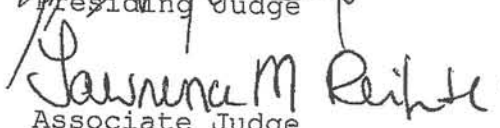
(By: Leonard, Presiding Judge, Reifurth and Ginoza, JJ.)

Upon consideration of "[Defendants/Counterclaimants-
Appellants' Leonard G. Horowitz, et al.'s] Motion to Join Paul J.
Sulla, Jr. and Halai LLC as Parties," filed on January 28, 2017,
the papers in support and in opposition, and the record,

IT IS HEREBY ORDERED that the motion is denied.

DATED: Honolulu, Hawaii, March 3, 2017.


Presiding Judge


Associate Judge

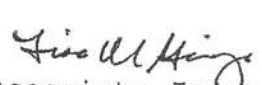

Associate Judge

EXHIBIT 3

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000163
18-DEC-2018
09:44 AM

NO. CAAP-16-0000162, CAAP-16-0000163, AND CAAP-18-0000584

IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAII

CAAP-16-0000162

JASON HESTER, Overseer of the Office of Overseer,
a corporate sole and his successors, over/for the
Popular Assembly of Revitalize, a Gospel of Believers,
Plaintiff/Counterclaim-Defendant/Appellee,

v.

LEONARD G. HOROWITZ and THE ROYAL BLOODLINE OF
DAVID, Defendants-Counterclaim-Plaintiffs/Appellants,
and

JACQUELINE LINDENBACH HOROWITZ,
Defendant/Counterclaim-Plaintiff/Appellee,
and

PHILIP MAISE, Intervenor-Appellee,
and

JOHN DOES 1-10; JANE DOES 1-10;
DOE ENTITIES 1-10; DOE PARTNERSHIPS 1-10;
DOE GOVERNMENTAL UNITS 1-10, Defendants

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CIVIL NO. 05-1-0196)

CAAP-16-0000163

JASON HESTER, an individual, Plaintiff/Counterclaim-
Defendant/Appellee,

v.

LEONARD G. HOROWITZ, an individual and SHERRI KANE, an
individual, Defendants-Counterclaim-Plaintiffs/Appellants,
and

EXHIBIT 4

THE ROYAL BLOODLINE OF DAVID, a Washington
Corporation Sole, Defendant-Appellant,
and
MEDICAL VERITAS INTERNATIONAL, INC., a California
non-profit corporation, JOHN DOES 1-10,
JANE DOES 1-10, DOE PARTNERSHIPS 1-10,
DOE CORPORATIONS 1-10, DOE ENTITIES 1-10 and
DOE GOVERNMENTAL UNITS 1-10, Defendants

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CIVIL NO. 14-1-0304)

CAAP-18-0000584

JASON HESTER, Petitioner-Appellee,
v.
LEONARD G. HOROWITZ, Respondent-Appellant.

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CIVIL NO. 17-1-407)

ORDER OF CONSOLIDATION

(By: Ginoza, Chief Judge)

Upon consideration of the October 9, 2018 "Motion to Join Paul J. Sulla, Jr. and Halai Heights, LLC as Parties," (Motion to Join Parties), and October 30, 2018 "Motion to Consolidate This '584' Appeal With Previously Consolidated Appeals '162' and '163' for Efficiency, Economy and Justice," (Motion to Consolidate) by Respondent-Appellant Leonard G. Horowitz, the November 6, 2018 "Memorandum in Opposition to "Appellant's Motion to Consolidate This '584' Appeal with Previously Consolidated Appeals '162' and '163' for Efficiency, Economy, and Justice,"" by Petitioner-Appellee Jason Hester, the papers in support, and the record,

IT IS HEREBY ORDERED that the Motion to Join Parties is denied. The Motion to Consolidate is granted as follows:

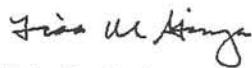
(1) Case numbers CAAP-18-0000584 and CAAP-16-0000162 (which already includes CAAP-16-0000163) are consolidated under case number CAAP-16-0000162.

(2) The appellate clerk shall file a copy of this order in case numbers CAAP-18-0000584 and CAAP-16-0000162 but thereafter the parties, circuit court clerk, and court reporter(s) shall file all documents related to these appeals in case number CAAP-16-0000162, except that the Answering Brief and Reply Brief related to CAAP-18-0000584 shall be filed in CAAP-18-0000584.

(3) The appellate clerk shall serve a copy of this order on the circuit court clerk.

DATED: Honolulu, Hawai'i, December 18, 2018.

FOR THE COURT:


Chief Judge

Electronically Filed
Intermediate Court of Appeals
CAAP-18-0000584
03-JAN-2019
07:57 AM

NO. CAAP-16-0000162, CAAP-16-0000163, AND CAAP-18-0000584

IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAII

CAAP-16-0000162

JASON HESTER, Overseer of the Office of Overseer,
a corporate sole and his successors, over/for the
Popular Assembly of Revitalize, a Gospel of Believers,
Plaintiff/Counterclaim-Defendant/Appellee,

v.

LEONARD G. HOROWITZ and THE ROYAL BLOODLINE OF
DAVID, Defendants-Counterclaim-Plaintiffs/Appellants,
and

JACQUELINE LINDENBACH HOROWITZ,
Defendant/Counterclaim-Plaintiff/Appellee,
and

PHILIP MAISE, Intervenor-Appellee,
and

JOHN DOES 1-10; JANE DOES 1-10;
DOE ENTITIES 1-10; DOE PARTNERSHIPS 1-10;
DOE GOVERNMENTAL UNITS 1-10, Defendants

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CIVIL NO. 05-1-0196)

CAAP-16-0000163

JASON HESTER, an individual, Plaintiff/Counterclaim-
Defendant/Appellee,

v.

LEONARD G. HOROWITZ, an individual and SHERRI KANE, an
individual, Defendants-Counterclaim-Plaintiffs/Appellants,
and

EXHIBIT 5

THE ROYAL BLOODLINE OF DAVID, a Washington
Corporation Sole, Defendant-Appellant,
and
MEDICAL VERITAS INTERNATIONAL, INC., a California
non-profit corporation, JOHN DOES 1-10,
JANE DOES 1-10, DOE PARTNERSHIPS 1-10,
DOE CORPORATIONS 1-10, DOE ENTITIES 1-10 and
DOE GOVERNMENTAL UNITS 1-10, Defendants

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CIVIL NO. 14-1-0304)

CAAP-18-0000584

JASON HESTER, Petitioner-Appellee,
v.
LEONARD G. HOROWITZ, Respondent-Appellant.

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CIVIL NO. 17-1-407)

ORDER DENYING MOTION FOR RECONSIDERATION FILED DECEMBER 26, 2018
(By: Ginoza, Chief Judge, Fujise and Leonard, JJ.)

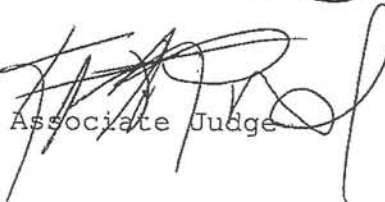
Upon consideration of the December 26, 2018 "Motion to
Reconsider Denied Joinder of Paul J. Sulla, Jr. and Halai
Heights, LLC as Parties" (Motion for Reconsideration), the papers
in support, and the record,

IT IS HEREBY ORDERED that the Motion for
Reconsideration is denied.

DATED: Honolulu, Hawai'i, January 3, 2019.


Chief Judge


Associate Judge


Associate Judge

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

OF REVITALIZE, A GOSPEL OF)
BELIEVERS,)
)
Counterclaim Defendant.)
_____)

FIFTH AMENDED FINAL JUDGMENT

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

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

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Pursuant to the *Order Awarding Attorney's Fees and Costs*, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight 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 HRCF Rule 58 as follows:

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

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

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

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

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

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

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

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

FILED

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

2015 DEC 30 PM 4: 26

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

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

FINAL JUDGMENT

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

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

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

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


Clerk, Third Circuit Court, State of Hawaii

EXHIBIT 7

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

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

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

Count I, Slander of Title;

Count II, Quiet Title;

Count III, Unfair and Deceptive Acts and Practices;

Count IV, Malicious Prosecution in Criminal Contempt;

Count V, Abuse of Process Tort;

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

Count VII, Tortious Interference with Consortium;

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

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

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

DATED: Kealahou, Hawaii, DEC 29 2015

RONALD IBARRA (SEAL)

JUDGE OF THE ABOVE-ENTITLED COURT

FILED

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

2015 DEC 30 PM 4:27

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

JASON HESTER,

Plaintiff,

vs.

LEONARD G. HOROWITZ, ET AL.,

Defendants.

) Civil NO. 14-1-304
)
) NOTICE OF ENTRY OF JUDGMENT
)
) Judge Ronald Ibarra, Division 4
)
)
)
)
)
)

NOTICE OF ENTRY OF JUDGMENT

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

DATED: Kealahou, Hawaii, DEC 30 2015.

FRANCINE VICTOR (SEAL)

CLERK OF THE ABOVE-ENTITLED COURT

ISSUED

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

Attorney for Plaintiff
Jason Hester

2016 MAR -1 PM 3:06

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

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

JASON HESTER, an individual,
Plaintiff

vs.

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

Defendants.

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

WRIT OF EJECTMENT;

RETURN OF SERVICE ON WRIT
OF EJECTMENT

WRIT OF EJECTMENT; RETURN OF SERVICE ON WRIT OF EJECTMENT

THE STATE OF HAWAII

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

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

Pursuant to the Final Judgment filed 12-30-2015
Order Granting In Part And Denying In Part Plaintiff's Motion For
Summary Judgment filed herein, Plaintiff JASON HESTER is entitled to the issuance of a
Writ of Ejectment against the above-named Defendants LEONARD G. HOROWITZ, an
individual; SHERRI KANE, an individual; MEDICAL VERITAS INTERNATIONAL,
INC., a California nonprofit corporation; THE ROYAL BLOODLINE OF DAVID, a
Washington Corporation Sole; JOHN DOES 1-10; JANE DOES 1-10; DOE
PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE ENTITIES 1-10 and DOE
GOVERNMENTAL UNITS 1-10 for possession of the premises located at 13-3775 Pahoa
Kalapana Road, Pahoa, Hawaii 96778-7924, TMK Nos. (3) 1-3-001:049 & 043.

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

Dated: Kealahou, Hawaii 2-29-16

mm
JUDGE OF THE ABOVE-ENTITLED COURT

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

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

Register
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 2

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 Kamaile, District of Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-D-1, being a portion of Lot 15, of the "Kamaile 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"

Harry Kim
Mayor



Deanna S. Sako
Finance Director

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

Hawai'i County is an Equal Opportunity Provider and Employer

EXHIBIT 10

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS



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

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

II

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

III

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

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

(Name of Registered Agent)

(State or Country)

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

106 KAMEHAMEHA AVE, HILO, HI 96720 USA

IV

The name and address of each organizer is:

PAUL J SULLA

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

EXHIBIT II

02/01/201648616

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



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

Internet FORM LLC-1
0201201648616 7/2010



ARTICLES OF ORGANIZATION FOR LIMITED LIABILITY COMPANY

(Section 428-203 Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

I

The name of the company shall be:
HALAI HEIGHTS LLC

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

II

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

III

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

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

PAUL J SULLA

(Name of Registered Agent)

(State or Country)

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

106 KAMEHAMEHA AVE, HILO, HI 96720 USA

IV

The name and address of each organizer is:

PAUL J SULLA

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

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



Catharine P. Awas-Coleman

DIRECTOR OF COMMERCE AND
CONSUMER AFFAIRS

Date: December 23, 2016

The period of duration is (check one):

V

☒ At-will

☐ For a specified term to expire on: _____

(Month Day Year)

The company is (check one):

VI

a. ☒ Manager-managed, and the names and addresses of the initial managers are listed in paragraph "c", and the number of initial members are: 2

b. ☐ Member-managed, and the names and addresses of the initial members are listed in paragraph "c".

c. List the names and addresses of the initial managers if the company is Manager-managed, or List the names and addresses of the initial members if the company is Member-managed.

PAUL J SULLA

PO BOX 5258, HILO, HI 96720 USA

The members of the company (check one):

VII

☒ Shall not be liable for the debts, obligations and liabilities of the company.

☐ Shall be liable for all debts, obligations and liabilities of the company.

☐ Shall be liable for all or specified debts, obligations and liabilities of the company *as stated below*, and have consented in writing to the adoption of this provision or to be bound by this provision.

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

Signed this

01

day of

FEBRUARY 2016

PAUL J SULLA

(Type/Print Name of Organizer)

PAUL J SULLA

(Signature of Organizer)

(Type/Print Name of Organizer)

(Signature of Organizer)

HAWAII POLICE DEPARTMENT

Report #: C18009739

Date: 4-5-18 Officer: C. KANEKO

Type of Incident: Poss Forgery

HOW TO OBTAIN A COPY OF YOUR POLICE REPORT

Telephone the Hawai'i Police Department
Records Section at (808) 961-2233, Mon-Fri.
7:45 am to 4:30 pm.

OR

Write to the Hawai'i Police Department Records
Section and request a copy of your Police
Report. Please include the Police Report
Number and a self-addressed stamped
envelope.

Hawai'i Police Department
349 Kapiolani Street
Hilo, Hawaii, 96720
ATTN: Records Section

A copy of the police report can be obtained
for a fee of \$1.00 for the first page and \$.10
for each additional page. A typical report
consists of two pages.

Exhibit 12

Exhibits pg. #1