

**IN THE CIVIL RIGHTS COMMISSION
OF THE STATE OF HAWAI'I**

(For Discriminatory Deprivation of Due Process and Property Rights)

**Pursuant to Case Nos. CAAP-0000162 (CIV. NO. 05-1-0196), CAAP-16-0000163
(CIV. NO. 14-1-0304), CIV. NO. 12-1-0417, AND CAAP-18-0000584
(CIV. NO. 17-1-0407, SCWC-16-0000162**

HOROWITZ v. SEVEN HAWAII JUDGES

**VERIFIED COMPLAINT TO THE CIVIL RIGHTS COMMISSION
OF THE STATE OF HAWAII BY LEONARD G. HOROWITZ
SEEKING INJUNCTIVE AND DECLARATORY RELIEF, RESTITUTION,
AND RESCISSION FOR DISCRIMINATORY DEPRIVATION
OF DUE PROCESS RIGHTS, RELIGIOUS PROPERTY RIGHTS,
RIGHT TO LIFE, LIBERTY AND FREE USE AND ENJOYMENT
OF THE COMPLAINANTS' PROPERTIES BY SEVEN JUDGES**

**LEONARD G. HOROWITZ, pro se
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108
Tel: 310-877-3002;
Email: Editor@MedicalVeritas.org**

TABLE OF CONTENTS

(for VERIFIED COMPLAINT TO THE CIVIL RIGHTS COMMISSION)

Table of Contents	i-vi
I. Introduction and Background	2
II. Standards for Review	9
III. Identifying the Seven Judicial Respondents	12
IV. Argument with supporting authorities	13
A. This Commission has legislative authorization and jurisdiction to hold the State accountable for the seven judges, six of whom acted to deprive the Complainant of money and properties without any valid jurisdiction in violation of rules and laws.	13
B. The Respondents deprived Horowitz of his due process rights, money, and justice by the aforementioned torts and crimes consummated July 22, 2019 when the Tribunal deemed “waived” (on Exhibits pp. 10-11) the issue of the Complainant’s \$200,000 jury award and right to bring just and equitable closure the multiplying litigations and deprivations.....	16
B-1. The MO records the “final act” in the commission of illegal seizure of the Complainant’s \$200,000 purchase Mortgage funds by fraud.....	17
B-2. The Tribunal purposely neglected the “Elephant Under the Carpet” to deprive the Complainant of his money and property.....	21
B-3. The Tribunal recklessly denied the Complainant’s right of standing to oppose Sulla’s fraudulent transfers by <i>void</i> Assignment of Mortgage and Assignment of Note.	22
B-4. The Tribunal recklessly proceeded without any jurisdiction.....	23
C. Alleged criminal violations committed by the seven judicial Respondents to deprive the Complainant’s due process rights and seize his properties.....	24

V. Remedies Required and Requested	28
VI. Conclusion	29

Appendix “A”
Affidavit of Leonard G. Horowitz in Support of Complaint
Exhibits 1-10
Certificate of Service

TABLE OF AUTHORITIES

CASES

<i>Ajirogi v. State</i> , 59 Hawaii 515, 583 P.2d 980 (1978)	13
<i>Barker v. Wingo</i> , 407 US 514 - Supreme Court 1972).....	17
<i>Beneficial Hawaii, Inc. v. Kida</i> , 30 P. 3d 895 - Haw: Supreme Court 2001).....	24
<i>Billete v. Deutsche Bank Nat. Trust Co.</i> , 2013 WL 2367834, at 7 (D. Haw. May 29, 2013).....	24
<i>Bivens v. Six Unknown Fed. Narcotics Agents</i> , 403 US 388 – Supreme Court 1971.....	13
<i>Bradley v. Fisher</i> , 13 Wall., at 351.....	13
<i>Carlisle v. United States</i> , 517 US 416 - Supreme Court 1996.....	20
<i>Dennis v. Sparks</i> , 449 US 24 - Supreme Court 1980.....	15
<i>Eastman</i> , 81 Hawai`i at 135, 913 P.2d at 61.....	20
<i>Evanston Ins. Co. v. Luko</i> , 783 P. 2d 293 - Haw: Intermediate Court of Appeals 1989.....	23
<i>Figueroa v. State</i> , 604 P. 2d 1198 (1979).....	13
<i>Fisher v. Grove Farm Co., Inc.</i> , 230 P. 3d 382 - Haw: Intermediate Court of Appeals 2009.....	18
<i>Forrester v. White</i> , 484 U. S., at 227-229).....	13
<i>GORAN PLEHO, LLC v. Lacy</i> , Haw: Supreme Court 2019).....	13
<i>Gregory v. Thompson</i> , 500 F.2d at 63.....	15

<i>Harris Truck Lines, Inc. v. Cherry Meat Packers, Inc.,</i> 371 U. S. 215, 216-217 (1962)	20
<i>Irvine v. California,</i> 347 U. S. 128, 136 (1954)	27
<i>Lizza v. Deutsche Bank Nat. Trust Co.</i> 1 F.Supp. 1106, 1117 (D. Haw. 2014).....	23
<i>Lujan v. Defenders of Wildlife,</i> 504 U. S. 555, 560-561 (1992).	23
<i>Mireles v. Waco,</i> 502 US 9 - Supreme Court 1991.....	13
<i>Ocwen Loan Servicing LLC v. Lum</i> 2015 WL 1808955 at 4 (US Dist. Haw. 2015).....	24
<i>Offutt v. United States,</i> 348 U.S. 11, 14[, 75 S.Ct. 11, 13, 99 L.Ed. 11].....	30
<i>Olmstead v. United States,</i> 277 U. S. 438, 469, 471 (1928).....	22
<i>Oppenheimer v. AIG Hawaii Ins. Co.,</i> 881 P. 2d 1234 - Haw: Supreme Court 1994.....	19
<i>Pourny v. Maui Police Dept., County of Maui,</i> 127 F. Supp. 2d 1129 – Dist. Court, D. Hawaii 2000.....	13
<i>Proutka v. Cronin,</i> 179 P. 3d 1050 - Haw: Supreme Court 2008.....	24
<i>Rankin v. Howard,</i> 633 F. 2d 844 - Court of Appeals, 9th Circuit 1980.....	15
<i>State v. Eastman,</i> 81 Hawai`i 131, 135, 913 P.2d 57, 61 (1996)	20
<i>State v. Line,</i> 214 P. 3d 613 - Haw: Supreme Court 2009.....	27
<i>State v. Lubong,</i> 77 Hawai`i 429, 432, 886 P.2d 766, 769 (App.1994)	20
<i>State v. Murray,</i> 169 P. 3d 955 - Haw: Supreme Court 2007.....	17
<i>State v. Pone,</i> 892 P. 2d 455 - Haw: Supreme Court 1995.....	18
<i>State v. Quitog,</i> 85 Hawai`i 128, 145, 938 P.2d 559, 576 (1997)	20
<i>Sifagaloa v. Bd. of Trustees,</i> 840 P. 2d 367 - Haw: Supreme Court 1992.....	30
<i>Stump v. Sparkman,</i> 435 U. S., at 360.....	13, 15
<i>Terry v. Ohio,</i> 392 U. S. 1, 13 (1968)	28
<i>U.S. Bank N.A. v. Mattos,</i> 140 Hawai`I 26,35,398 P.3d 615, 624 (2017).....	22
<i>U.S. Bank. Nat. Ass’n v. Salvacion,</i> 134 Hawai`I 170, 174-75, 338 P. 3d 1185, 1189-90 (App. 2014).....	22

<i>United States vs. Arthur Lee Ong,</i> Cr. No. 09-00398 DAE	3
<i>US v. Heredia,</i> 483 F. 3d 913 – Court of Appeals, 9th Circuit 2007.....	18
<i>Upchurch v. State,</i> 51 Hawaii 150, 454 P.2d 112 (1969).....	12
<i>Volk v. DA Davidson & Co.,</i> 816 F. 2d 1406 – Court of Appeals, 9th Circuit 1987).....	16
<i>Young v. Allstate Ins. Co.,</i> 198 P. 3d 666 – Haw: Supreme Court 2008).....	28

HAWAII RULES AND LAWS

HAWAII RULES OF CIVIL PROCEDURE (HRCP)

Rule 1.....	6, 17
Rule 17.....	13, 17, 19, 22
Rule 18.....	13, 17, 19, 22
Rule 19(a).....	7, 17, 13-24
Rule 50(a).....	13-24

HAWAII RULES OF APPELLATE PROCEDURE (HRAP)

HRAP Rule 10.....	6, 13, 14, 17-19
HRAP Rule 11.....	6, 13, 14, 17-19

HAWAII REVISED CODE OF JUDICIAL CONDUCT (HRCJC)

HRCJC Rule 1.2.....	21
HRCJC Rule 2.3.....	21
HRCJC Rule 2.7.....	21
HRCJC Rule 2.15.....	21, 29

HAWAII REVISED STATUTES (HRS)

HRS § 91-14(g) (1993).....	4,5, 17
HRS § 368-11	1, 8-9, 13, 29-30
HRS § 419-8(4).....	5, 26
HRS § 454-8.....	18
HRS § 480-2(a)	14

HRS § 490:3-311.....	24
HRS § 515-3(2).....	1, 8-9, 13, 29-30
HRS § 634-61.....	24
HRS § 662-2.....	12
HRS § 651-C.....	7-8
HRS § 702-222(1)(b)(c)	1, 11, 27-38
HRS § 705-520.....	1, 11, 28
HRS § 708-830.....	1, 10, 26
HRS § 710-1028.....	10, 27
HRS § 710-1029.....	10, 22
HRS § 710-1030.....	10, 23
HRS § 710-1072.....	22, 25
HRS § 710-1076.....	10, 21, 25-26

FEDERAL STATUTES

42 U.S. Code § 1983.....	1, 11
First and Fourteenth Amendments.....	11-12

APPENDIX “A”

Index of Exhibits

**HOROWITZ v. SEVEN HAWAII JUDGES
FOR DEPRIVATION OF CIVIL RIGHTS AND PROPERTIES**

VERIFIED COMPLAINT TO THE CIVIL RIGHTS COMMISSION OF THE
STATE OF HAWAII BY LEONARD G. HOROWITZ SEEKING INJUNCTIVE
AND DECLARATORY RELIEF, RESTITUTION, AND RESCISSION FOR
DISCRIMINATORY DEPRIVATION OF DUE PROCESS RIGHTS, RELIGIOUS
PROPERTY RIGHTS, RIGHT TO LIFE, LIBERTY AND FREE USE AND
ENJOYMENT OF THE COMPLAINANTS' PROPERTIES BY SEVEN JUDGES

NOW COMES Complainant LEONARD G. HOROWITZ (hereafter, "Complainant" or "Horowitz") pursuant to Hawaii Revised Statutes (HRS) §§ 368-11 and 515-3(2), filing this Verified Complaint with the Civil Rights Commission seeking declaratory and injunctive relief, restitution for damages, and rescission of illegally converted funds and real property, caused by seven State judges lacking any valid jurisdiction, and evidenced discriminating against the Complainant in the "terms, conditions, or privileges of a real estate transaction" (*Id.*) involving a religious property (hereafter, the "Property") located at 13-3775 Pahoa-Kalapana Rd., Pahoa, HI (TMK (3) 1-3-001:049 and 043); depriving the Complainant's due process rights and free use, possession, and enjoyment of the Property.

Public records attached hereto provide proof of discriminatory animus, retaliation, and deprivation of the Complainant's due process rights and properties, including the real Property, under color of law committed by the judges. Their actions are alleged to have violated the Complainant's Constitutional rights, and anti-discrimination law HRS § 515-3(2) and *evidence tampering* law HRS § 710-1076; HRS § 708-830, anti-thievery paragraphs 2 and 6; and HRS § 702-222(1)(b)(c) "Having a legal duty to prevent the commission" of these offenses, but "fail[ing] to make reasonable effort so to do," inter alia. These acts resulted in the illegal seizure of the Complainant's \$200,000 jury-awarded funds granted by a *declaratory judgment* of Judge Ronald Ibarra of the Third Circuit Court, with subsequent illegal seizure of the Complainant's Property proximal to the deprivation of said real estate transaction, purchase money, and Mortgage release.. These acts have aided-and-abetted the commission of theft in the first degree 'under color of law' actionable under HRS § 705-520 as a criminal conspiracy, also in violation of 42 U.S. Code § 1983.

I. Introduction and Factual Background

In 2004, the naïve Complainant was suckered into buying an “inn” and health spa (subject “Property”) in Hawaii’s ‘drug capital’ of Pahoa from a predicate felon, convicted drug trafficker, and skilled con artist named Cecil Loran Lee who misrepresented the Property as a “grandfathered business” ideal for a world-class natural medicine clinic and institute. The deception required the doctor-Complainant to put down \$200,000 in a non-refundable deposit, only to be promptly extorted to pay much more than the contracted price.

To settle the dispute, Island Title Co. referred the Complainant to attorney Glenn S. Hara of Roehrig, Roehrig, Wilson & Hara law firm in Hilo. Attorney Hara drafted for the Complainant and his Judeo-Christian ministry—The Royal Bloodline of David (hereafter “Royal”)—an “Agreement for Closing Escrow” that was subsequently altered by the Seller Lee to foreclose on the Mortgage.

Contemporaneously, attorney Hara was appointed to the Third Circuit Court subordinate to Judge Ronald Ibarra (the “Drug Court” Chief Justice), who adjudicated the foreclosure case. Therein Judge Hara breached his contract with the Complainant by refusing to appear as a lead witness at trial. Hara refused the Complainant’s attorney, John S. Carroll’s, repeated requests to either appear, or at least verify by affidavit Judge Hara’s personal drafting of the altered closing agreement. Judge Hara also refused to provide a copy of “The Hara File” evidencing Judge Hara’s personal involvement in the case that evidenced attorney Hara’s malpractices, alleged negligence, and liability in the drafting of the key document upon which Lee’s Foreclosure was based.

At trial in 2008, despite the aforementioned alleged witness tampering, evidence tampering, and hampering of justice, Lee’s Foreclosure was DENIED. The jury awarded the Complainant, his family, and the Royal ministry, \$200,000 in Special Damages based on Judge Ibarra’s *declaratory judgment* affirming for deliberating jurors that Seller Lee’s “grandfathered business” *misrepresentation* established good cause for their \$200,000 jury award. (**Exhibit 8**)

To end the case, soon after trial, Judge Ibarra ordered the Complainant to “accelerate” his final “balloon payment” on the Mortgage (in the Findings of Fact and Conclusions of Law dated April 2, 2008). The Complainant was instructed by attorney Carroll to use his \$200,000 judgment credit to supplement his \$154,204.13 cash payment under the court’s promise this would end the case. The promise was certified by Judge Ibarra’s Amended Final Judgment filed February 22, 2009, affirming the jury award. The Complainant made his final “balloon payment” five days later, on February 27, 2009, being assured this would terminate the Mortgage, the Note, and the case.

Following payment, the Complainant Noticed Seller/Mortgagee Lee to Release the Mortgage to no avail. “Mortgagee Lee” evaded these Notices and then died leaving no will.

Suddenly appearing at that time was attorney Paul J. Sulla, Jr. (hereafter, “Sulla”) purporting to represent Lee’s interests and sham heir, Jason Hester. On July 16, 2009 Sulla substituted an alleged sham religious corporation titled, THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS (i.e., “Revitalize”) for the deceased Lee. (**Exhibit 9**) That substitution, granted by Judge Ibarra, fraudulently concealed several criminal acts. That falsified record contained Revitalize’s Articles of Incorporation filed by Sulla with the Hawaii Department of Commerce and Consumer Affairs (DCCA) on May 26 and May 28, 2009. This public record contains: a) photocopied signature(s) of Lee; (b) altered date(s); (c) altered page numbers; and (d) the wrong signature on the General Certification page. (See: **Exhibit 10**). That **Exhibit 9** also contained Lee’s purported Assignment of Mortgage and Assignment of Note. These show execution on May 15, 2009. That preceded Revitalize’s legal existence. Sulla’s Revitalize corporation did not legally exist until two weeks later, when the defrauded DCCA granted the company’s registration. Furthermore, that Assignment of Mortgage was *falsely warranted*, not only because the purported transfer conveyed the already paid and *void* Mortgage, but it claimed “no default” therein, contrary to Lee’s lawsuit that charged Horowitz with a falsely alleged default.

Neglecting the aforementioned irregularities and series of perjurious filings, Sulla influenced Judge Ibarra months later to favor their enterprise complicit in illegal seizure of the Property, beginning with illegally “vacating” the \$200,000 jury award. The fake justification for this taking was Seller Lee’s untimely Rule 50(a) Motion for Judgment as a Matter of Law (MJML). This matter was discriminatorily precluded from remediation by the biased courts. It thus represented a discriminatory seizure or taking in the real estate transaction in violation of HRS § 515-3(2), *inter alia*.

It should be noted, relevant to the claimed religious discrimination and deprivations suffered by the Complainant, that Sulla exclusively administered all of Revitalize’s “religious” paperwork as a claimed “religious corporation” vying for control over the religious property.

Further, Sulla incorporated another related “church” in competition with the Judeo-Christian Royal, registered with the DCCA as THE ECLECTIC CENTER OF UNIVERSAL FLOWING LIGHT-PAULO ROBERTO SILVA E SOUZA. This “religious” entity is widely known in the Big Island community as a drug trafficking enterprise. It is also called the “Sky of Hawai’I,” “Ayahuasca Church,” and/or “Ceú do Hawai’I ‘spiritual community.’” This enterprise is widely known on the

Internet and social media as being the leading trafficker to the mainland U.S. of the new “designer LSD” called DMT—dimethyltryptamine, a Class I narcotic hallucinogen, street named “ayahuasca.”

Finally, besides manufacturing Revitalize to compete for the religious property ‘under color of law’ with the Complainant’s Royal ministry, attorney Sulla was named in the Superseding Indictment of Honolulu arms dealer Arthur Lee Ong with whom Sulla conspired to develop Ong’s “religious” money laundering scheme enjoined in *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 DAE. Ong was convicted and jailed along with two other co-conspirators. But Sulla suspiciously “walked.”

This Complainant alleges the aforementioned judges were well-informed by written notices that Sulla’s non-profit “religious” entities were well-evidenced drug trafficking and/or real estate money laundering fronts, corporate veils, or Sulla alter-egos. The State courts were all informed that this Sulla-administered enterprise sought to possess the Complainant’s real properties by hook-or-by-crook.

Following Sulla’s repeatedly denied motions to vacate the \$200,000 jury award, Judge Ibarra did an about face. Ibarra vacated his declaratory judgment and the award: (a) without subject matter jurisdiction over the untimely motion; (b) no personal jurisdiction over the invalid Revitalize transferee; while (c) wrongly and knowingly confusing “fraud not pled with particularity” (pursuant to Seller Lee having altered the Hara-drafted closing agreement) with Lee’s totally distinct “grandfathered business” *misrepresentation*. As mentioned, the jury awarded Horowitz and Royal that \$200,000 as per Judge Ibarra’s *declaratory judgment* (by direct verbal instruction to the jury during their deliberation). Thus, that Special Damages award (**Exhibit 8**) was wrongly seized.

This pattern and practice of depriving the Complainant’s rights and properties by trickery enabled Sulla to claim Revitalize was owed the \$200,000 (in vacated funds); and in 2010 Sulla claimed this “default” justified the full amount of the \$350,000 Mortgage to be called. Then Sulla commenced a non-judicial foreclosure (NJF) to convert the Property title and dispossess the Complainant.

During this period of illegal and void transactions, Sulla concealed his own personal interest in the Property. On June 14, 2011, at the same time Sulla quit claim deeded the Complainant’s lands from Revitalize to Sulla strawman, Jason Hester, Sulla secured his own personal interest in the Property. Sulla filed Doc. No. 2011-093773 (with the State of Hawaii Bureau of Conveyances) registering a \$50,000 mortgage “loan” from Sulla to the pauper, drifter and false heir, Hester. Sulla secured this “loan” illegally with the Property.

Later, in 2016, Sulla directed Hester to further transfer the Property title to Sulla's own incorporation, Halai Heights, LLC (HHLLC). Soon thereafter Sulla secured total interest, title, and control over the Property in his person by way of Sulla's mortgage "loan" to HHLLC for \$150,000 illegally secured by the Complainant's Property.

On March 27, 2015, in Sulla's quiet title and ejectment action, Civ. No. 14-1-0304, Judge Elizabeth Strance suddenly appeared on the bench to replace Judge Ibarra. Strance dismissed all the Complainant's counterclaims and defenses. Judge Strance did this despite her absolutely knowing Sulla was totally untrustworthy, and that the Complainant and his partner, co-defendant Sherri Kane, were trustworthy, because Strance had presided over Civ. No. 12-1-00417 for three years in *Sulla and Sulla v. Horowitz and Kane*. Therein the defendants *prevailed* against Sulla's claim of "defamation" (a SLAPP lawsuit filed to censor the defendants' Internet publications). In that 0417 case, Sulla and his son incriminated themselves and their drug trafficking enterprise during sworn testimony. Judge Strance later informed Horowitz and Kane shortly before trial that she knew they were telling the truth, desired to dismiss the case, and stated her administration had "lost" the defendants' repeatedly-filed counterclaims. Judge Strance told the couple, "You have nothing to win." Thereby, Strance encouraged Horowitz and Kane to dismiss their counter-action against Sulla. The legally-incompetent couple simply submitted to Judge Strance's personal persuasion/coercion and due process deprivation.

Subsequently, on March 27, 2015, Strance supplemented her pattern and practice of depriving the Complainant's civil rights to due process and property rights by ORDER GRANTING PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIMS in Civ. No. 14-1-0304. Therein, Judge Strance recorded violating Hawaii Revised Statute HRS § 419-8(4) by writing, "The Court is also finding that Defendant Horowitz does not have standing to assert claims on behalf of a corporate entity [i.e., Royal] because he is not a licensed lawyer licensed to practice law in the State of Hawaii." In fact, Judge Strance knew she was breaking that law and illegally depriving Horowitz of his due process rights because she had been repeatedly told by the Complainant that he had every right to represent the dissolved Royal in "winding up."¹ Royal was dissolved with its assets being contested or stolen by Sulla and the complicit courts, Strance was informed.

¹ HRS § 419-8(4) states in relevant part, "The church, to administer the affairs, property, and temporalities of which the corporation was organized, shall stand in the place and stead of the stockholders, and ***may be represented in court by any authorized officer thereof or trustee acting in its behalf;***" [Emphasis added.]

Having deprived the Complainant of his standing to defend, Judge Strance and Ibarra granted Sulla's strawman Hester quiet title to the Complainant's Property and ejected Horowitz, et. al. therefrom by ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT filed May 27, 2015.

A year later, on May 19, 2016 Judge Melvin H. Fujino replaced Judge Ibarra and Judge Strance and "granted" the Complainant a terminal blow. In ORDER GRANTING DEFENDANTS' MOTION FOR STAY PENDING APPEAL [HRCP 62(d)] AND FOR THE SETTING OF SUPERSEDEAS BOND SECURITY DURING THE PERIOD OF THE APPEAL, Judge Fujino levied upon the *known bankrupted* Complainant a bond amount of \$588,374.91, otherwise compelling the Complainant's ejectment and granting Sulla's seizure of the Property.

During the Appeal of these matters (in CAAP 16-1-0000162/163 and CAAP 18-0000584), rather than fact-finding, appellate judges Lisa M. Ginoza, Alexa D.M. Fujise, and Katherine G. Leonard "waived" their duty to examine the Record on Appeal (ROA) and neglected supplemental evidence corroborating the aforementioned facts. The Tribunal discriminated against the Complainant by deeming "waived" (in two sentences on pp. 10-11 of the MO) the *foremost issue* the Complainant spent more than a decade and three hundred thousand dollars in bankrupting fees and costs to defend—his \$200,000 jury award and rightful title to the Property. A just determination would have disposed of three consolidated current prosecutions in accordance with HRCP Rule 1. Instead, the ICA ruled the Complainant had "waived" the issue by not ordering oral transcripts superfluous to the ROA.

The Tribunal justified this decision by alleging insufficiency of probative evidence despite the ROA providing the dates of filings irrefutably showing fact finders the wisdom in fellow ICA Judge Daniel R. Foley's analysis and conflicting ruling. Judge Foley DENIED that same alleged need for oral transcripts when that issue was raised earlier by Sulla/Hester. The ICA justified its conflicting decision by overextending (and misrepresenting) HRAP Rules 10 and 11 to make mandatory what was voluntary, unnecessary, not helpful, costly, and left to the Appellants' discretion. The ICA, thus, deprived the Complainant of his due process right that was to have been dutifully administered by the fact finders. The Tribunal deprived the Complainant of proper disposition of his \$200,000 in funds used to pay the Mortgage as ordered by Judge Ibarra. Judge Ibarra's aforementioned declaratory judgment recorded during the jury's deliberation was prejudicially neglected. (**Exhibit 8**)

The Complainant also appealed Hester's erroneously presumed interest and standing in place of Mortgagee Lee and Revitalize. Public Records provided Ibarra and the ICA judges too by Judicial Notice proved that Sulla was the real party in interest. Sulla had quit-claimed title from

Revitalize to Sulla's alleged strawman Hester. At that same time, Sulla secured his own personal interest in the Property by the aforementioned \$50,000 Mortgage "loan" to Hester.

The ICA judges purposely neglected these facts and denied the Complainant's motion for Sulla's joinder as the "proper party plaintiff." Judge Ibarra neglected the same to safe-harbor Sulla and Hara. Ibarra retaliated against the Complainant for publicly exposing his administration's "whiting-out" of "The Hara File" as shown in the ROA. Thereby, Judge Ibarra's retaliatory animus is evidenced, and is alleged to have hampered due process, precluded justice, and intentionally damaged Horowitz et. al. By Sulla's and Ibarra's actions they illegally converted the Complainant's \$200,000 Mortgage payment funds, and then seized the Complainant's Property in favor of their alleged racketeering enterprise.

Subsequently, the Tribunal of Ginoza, Fujise and Leonard breached their "Responsibility to Decide"—their judicial duty under HRCJC Rule 2.7. They "waived" review of the ROA and concealed the substantial probative evidence therein. This "appearance of impropriety" was committed to conceal Judge Ibarra's wrongdoings. The ICA thus denied the Petitioner's due process rights. The Tribunal further prejudiced the Complainant by denying Sulla's required joinder under HRCJ Rule 19.

Without joining Sulla, the judges knew that the Complainant could not (and cannot) gain restitution or rescission of the illegally seized Property from the judgment proof non-owner and non-controller of the Property (i.e., Sulla strawman) Hester. For this reason, injunctive and declaratory relief is required and requested of this Civil Rights Commission. Only by Sulla's joinder can injunctive or declaratory judgment be justly administered.

Equally troubling, the ICA judges extended Judge Ibarra's retaliatory animus, as did lower court judges Strance and Fujino, by depriving the Complainant of his standing and due process rights. The Tribunal's discriminatory animus is shown by Ginoza, Fujise, and Leonard "erroneously" ruling that the Complainant had "no standing" to object to Hester's invalid standing. The *void* Assignments of Mortgage and Note administered by Sulla and neglected by Ibarra voided Hester's standing. In effect, the judges thereby ruled without jurisdiction over Hester, and aided-and-abetted Sulla and his fraudulent transfers of the Complainant's rights and interests. The courts gagged the Complainant from opposing Sulla's violation of HRS 651-C. The courts also continued Judge Ibarra's and Sulla's illegal seizure of the subject Property.

The chart on the next page summarizes Sulla's violations of the 'badges' proving fraudulent transfers as defined by HRS 651-C that the complicit judges purposely neglected and aided.

Substantial evidence for this Complaint is provided in attached Exhibits “1” thru “10,” beginning with the JUDGMENT ON APPEAL filed by the Intermediate Court of Appeals for the State of Hawaii (“ICA”) on July 22, 2019 (**Exhibit 1**) and the ICA’s MEMORANDUM OPINION (MO) filed May 2, 2019 (**Exhibit 2**). This MO documents the discriminatory malpractices committed without jurisdiction over Hester. Those records followed the ORDER DENYING THE MAY 12, 2019 MOTION FOR RECONSIDERATION filed May 17, 2019, (**Exhibit 3**); and ORDER DENYING APPELLEE JASON HESTER’S MOTION TO COMPEL APPELLANTS TO ORDER TRANSCRIPTS REQUESTED IN APPELLEE’S DESIGNATION OF ADDITIONAL PARTS OF THE TRANSCRIPT TO BE INCLUDED ON APPEAL, filed June 1, 2016. (**Exhibit 5**)

Subject Property Transfers by 3 Deeds and 2 Securities Assignments All Administered by Paul J. Sulla, Jr.

5-15-09 Promissory Note Assignment #1, \$350,000. Secured by Subject Property Not Recorded In Bureau of Conveyances. Sulla Agent.
 5-15-09 Mortgage Assignment, Bureau of Conveyances Doc. 2009-136885 (filed Sept 8 2009). Grantor Lee of Believers to Hester. Sulla Agent.
 5-03-11 Quitclaim Deed, Bureau of Conveyances Doc. 2010-064623 (filed May 11, 2010). Grantor Gospel Church to Gospel Church. Sulla Agent.
 6-09-11 Quitclaim Deed, Bureau of Conveyances Doc. 2011-093772 (filed June 14, 2011). Grantor Gospel of Believers to Hester. Sulla Agent
 9-06-16 Warranty Deed, Bureau of Conveyances Doc. A-60960740 (filed Sept. 9 2016). Jason Hester to Halai Heights, LLC. Sulla Agent/Manager

ELEMENTS CHARACTERIZING FRAUDULENT TRANSFERS UNDER THE UNIFORM FRAUDULENT TRANSFER ACT																								
Obligations Transferred by Paul J. Sulla, Jr. for Debtor “Plaintiff” to Evade Creditors in Hawaii Civ. No. 05-1-0196																								
7 Securities Transfers by Lee/Sulla in the List Below	Date of Discovery January 19, 2013	TITLE TRANSFER	MORTGAGE TRANSFER	NOTES TRANSFER	Transfer Made Before Obligation	Transfer Made After Obligation	Intent to Hinder	Intent to Delay	Without Defraud	After Receiving Reasonable Notice	Transfer Made to an Insider	Debtor Retained Possession	Debtor Was Sued Before Transfer	Debtor Had Absconded	Value of Consideration Equal	Transfer Occurred @ Debt	Double Transfer to Insider							
1-15-04 Warranty Deed	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5-15-09 Assignments			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5-15-09 Assignments				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5-15-09 Assignments				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
5-03-10 Quitclaim Deed	✓				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
6-09-11 Quitclaim Deed	✓				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
9-09-16 Warranty Deed	✓				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1-15-04 Mortgage and Warranty Deed to Horowitz from Lee to Evade Maisie and Flament. Bureau of Conveyances Doc. 2004-014440. 5-15-09 Promissory Note Assignment #1, \$350,000. Secured by Subject Property Not Recorded In Bureau of Conveyances. Sulla Agent. 5-15-09 Promissory Note Assignment #2, \$25,000. Not Secured by Subject Property Not Recorded In Bureau of Conveyances. Sulla Agent. 5-15-09 Mortgage Assignment, Bureau of Conveyances Doc. 2009-136885 (filed Sept 8 2009). Grantor Lee of Believers to Hester. Sulla Agent. 5-03-11 Quitclaim Deed, Bureau of Conveyances Doc. 2010-064623 (filed May 11, 2010). Grantor Gospel Church to Gospel Church. Sulla Agent. 6-09-11 Quitclaim Deed, Bureau of Conveyances Doc. 2011-093772 (filed June 14, 2011). Grantor Gospel of Believers to Hester. Sulla Agent 9-06-16 Warranty Deed, Bureau of Conveyances Doc. A-60960740 (filed Sept. 9 2016). Jason Hester to Halai Heights, LLC. Sulla Agent/Manager																								
CHART DETAILS 7 FRAUDULENT TRANSFERS OF MORTGAGE, NOTES, OR TITLES TO THE SUBJECT PROPERTY CONVEYED BY DEBTOR “PLAINTIFF” TO EVADE FIVE JUDGMENT CREDITORS VIOLATING HAW. REV. STAT. § § 651C-4/5																								

Accordingly, this Complaint seeks relief from discriminatory deprivation of the Complainant’s due process rights and properties. It charges seven judges with malfeasance for aiding-and-abetting by

willful blindness or direct complicity Hara's and Ibarra's wrongdoings favoring Lee/Sulla and their drug trafficking/money laundering enterprise. These claims are based on: (1) the courts having granted without jurisdiction seizure of the \$200,000 in Mortgage payment funds, and subsequently the Complainant's real Property. (These acts were falsely justified by the Ibarra court's grant of Mortgagee Lee's untimely Rule 50(a) MJML as further detailed in Appendix "A".^{2,3}; and (2) the Respondents unlawfully discriminated against the Complainant in violation of HRS § 515-3(2), by altering "the terms, conditions, or privileges of a real estate transaction[, and] in the furnishing of facilities or services in connection with a real estate transaction." (*Id.*) Judge Ibarra et. al., did both in this case. The judges completely altered the real estate transaction and then terminated the Complainant's possession of the Property by illegal seizure. Then the ICA deprived Horowitz of his standing and right to due process to remedy these illegalities, oppose Hester's lack of standing, precluding the Complainant's right to oppose the *void* (not simply voidable) transfer of the Seller/Mortgagee's interests to Revitalize, then Hester, then to Sulla's corporate fiction, HHLLC.

II. Standards of Review

HRS §§ 368-1 and 515-3(2) makes unlawful discrimination against persons who have requested access to services receiving state financial assistance, as is the case here since the State's judiciary operates with State funding by the legislature's "Judiciary Package; Appropriations; Budget" to provide adjudicatory and law enforcement services. **HRS § 368-11** of this law states in relevant parts:

"The commission shall have jurisdiction over the subject of discriminatory practices made unlawful by . . . chapter 515[-3(2) that makes unlawful discrimination 'against a person in the terms, conditions, or privileges of a real estate transaction or in the furnishing of facilities or services in connection with a real estate transaction'] . . . Any individual claiming to be aggrieved by an alleged unlawful discriminatory practice may file with the commission's executive director .

² Appendix A details the trial judge and counsels' actions to distinguish the misrepresentation claim from the fraud claim, as two separate issues at trial. The resulting Special Damage award for misrepresentation was confused by the equally confounding Substitution of Revitalize, the subsequent transfer of that \$200,000 interest to Revitalize, later transferred to Hester, all made *void* by: (1) prima facie signature photocopying (i.e., *forgery*), altered page numbers, altered date(s), and the wrong signature on the General Certification page of Revitalize's Articles of Incorporation; (2) overwhelming evidence of fraudulent transfers by Assignment of the Mortgage and Assignment of Note as defined by HRS § 651C-4; and (3) the transfers to Revitalize were made two weeks *before* Revitalize was incorporated as a legal entity.

³ By law, the untimeliness of that 50(a) motion barred the lower court and Appellate court's subject matter jurisdiction over that jury award and Mortgage payment. There was no jurisdiction, nor valid legal basis to vacate what the jury had granted the Complainant and Judge Ibarra's declaratory judgment and jury-instruction had affirmed. (**Exhibit 8**) The resulting \$200,000 award for Mortgagee Lee's misrepresentation (distinguished from the fraud claim) was transacted in the final, court ordered, "balloon payment;"

. . . information as may be required by the commission. The attorney general, or the commission upon its own initiative may, in like manner, make and file a complaint.

HRS §710-1076 Tampering with physical evidence, states in relevant parts “ (1) A person commits the offense of tampering with physical evidence if, believing that an official proceeding is pending or about to be instituted, the person:

(a) . . . conceals, removes, or alters physical evidence with intent to impair its verity in the pending or prospective official proceeding;

(b) Makes, presents, or offers any false physical evidence with intent that it be introduced in the pending or prospective official proceeding.

§710-1072 Tampering with a witness. (1) A person commits the offense of tampering with a witness if he intentionally engages in conduct to induce a witness or a person he believes is about to be called as a witness in any official proceeding to:

- (a) Testify falsely or withhold any testimony which he is not privileged to withhold; or
 - (b) Absent himself from any official proceeding to which he has been legally summoned.
- (2) Tampering with a witness is a misdemeanor. [L 1972, c 9, pt of §1]

HRS §710-1029 Hindering prosecution in the first degree, states in relevant parts: “(1) A person commits the offense of hindering prosecution in the first degree if, with the intent to hinder the apprehension, prosecution, conviction, or punishment of another for a class A, B, or C felony . . . , the person renders assistance to the other person. [HRS §710-1030 similarly addresses lesser crimes.]”

HRS § 710-1028 (1993) defines "rendering assistance" as used in the hindering prosecution statutes, HRS §§ 710-1029 and 710-1030. HRS § 710-1028 provides that:

“[f]or the purposes of sections 710-1029 and 710-1030, a person renders assistance to another if he:

- (1) Harbors or conceals such person; . . .
- (3) Provides such person with . . . disguise, or other means of avoiding discovery, apprehension, prosecution, or conviction;
- (4) Prevents or obstructs, by means of force, deception, or intimidation, anyone from performing an act that might aid in the discovery, apprehension, prosecution, or conviction of such person; or
- (5) Suppresses by an act of concealment, alteration, or destruction any physical evidence that might aid in the discovery, apprehension, prosecution, or conviction of such person.”

HRS § 708-830 (2) and (6), states in relevant parts precluding theft:

“A person commits theft if the person does any of the following:

(2) Property obtained or control exerted through deception. A person obtains, or exerts control over, the property of another by deception with intent to deprive the other of the property.

(6) Failure to make required disposition of funds.

(a) A person intentionally obtains property from anyone . . . subject to a known legal obligation, to make specified payment or other disposition, whether from the . . . person's own property reserved in equivalent amount, and deals with the property as the person's own and fails to make the required payment or disposition. It does not matter that it is impossible to identify particular property as belonging to the victim at the time of the defendant's failure to make the required payment or disposition. A person's status as an officer or employee of the government or a financial institution is prima facie evidence that the person knows the person's legal obligations with respect to making payments and other dispositions. If the officer or employee fails to pay or account upon lawful demand, or if an audit reveals a falsification of accounts, it shall be prima facie evidence that the officer or employee has intentionally dealt with the property as the officer's or employee's own.

(b) A person obtains personal services from an employee upon agreement or subject to a known legal obligation to make a payment or other disposition of funds to a third person on account of the employment, and the person intentionally fails to make the payment or disposition at the proper time.

HRS §705-520 Criminal conspiracy. A person is guilty of criminal conspiracy if, with intent to promote or facilitate the commission of a crime:

(1) He agrees with one or more persons that they or one or more of them will engage in or solicit the conduct or will cause or solicit the result specified by the definition of the offense; and

(2) He or another person with whom he conspired commits an overt act in pursuance of the conspiracy. [L 1972, c 9, pt of §1]

HRS §702-222 Liability for conduct of another; complicity, states in relevant part: “A person is an accomplice of another person in the commission of an offense if:

(1) With the intention of promoting or facilitating the commission of the offense, the person:

(c) Having a legal duty to prevent the commission of the offense, fails to make reasonable effort so to do;

42 U.S. Code § 1983 - Civil action for deprivation of rights, states in relevant parts:

“Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory . . . subjects, or causes to be subjected, any citizen of the United States . . . to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in

such officer's judicial capacity, injunctive relief shall not be granted **unless a declaratory decree was violated or declaratory relief was unavailable.** . . .” [Emphasis added.]⁴

The First Amendment to the Constitution States:

“Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.”

The Fourteenth Amendment to the Constitution, Section I, states:

“All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

III. Identifying the Seven Judicial Respondents

The names and addresses of the persons alleged to have committed the unlawful discriminatory practices complained of, set forth in the aforementioned particulars, include:

- 1) Lisa M. Ginoza, Kapuaiwa Building, 426 Queen St # 201, Honolulu, HI 96813
- 2) Alexa D.M. Fujise, Kapuaiwa Building, 426 Queen St # 201, Honolulu, HI 96813
- 3) Katherine G. Leonard, Kapuaiwa Building, 426 Queen St # 201, Honolulu, HI 96813
- 4) (Ret.) Ronald Ibarra, Third Circuit Court, 79-1020 Haukapila St, Kealakekua, HI 96750; and
- 5) Elizabeth Strance, Third Circuit Court, 79-1020 Haukapila St, Kealakekua, HI 96750;
- 6) Melvin Fujino, 4th Division, Third Circuit Court, 79-1020 Haukapila Street, Kealakekua, HI 96750
- 7) Glenn S. Hara, Third Circuit Court, Hale Kaulike, 777 Kilauea Avenue, Hilo, Hawai'i 96720-4212

⁴ A *declaratory decree* is defined in the *TransLegal Online Dictionary* as: "a statement from the court, issued during a trial, outlining the rights and obligations of the parties under a contract or a statute, which often answers some or all of the issues in a lawsuit (a complaint made in a court)." *Blacks Law Dictionary* (Eighth Edition, 2006; p. 859) defines "declaratory decree" as *declaratory judgment*, "A binding adjudication that establishes the rights and other legal relations of the parties without providing for or ordering enforcement."

IV. Argument with supporting authorities

A. This Commission has legislative authorization and jurisdiction to hold the State accountable for the seven judges, six of whom acted to deprive the Complainant of money and properties without any valid jurisdiction in violation of rules and laws.

HRS §§ 368-11 and 515-3(2) provides the Hawaii Civil Rights Commission with jurisdiction to administer this Complaint and provide the remedies requested.

Pursuant to alleged violations of HRS 480 *et. seq.*, the State is accountable for damages done by malfeasant officials under “responseat superior” case law. *Pourny v. Maui Police Dept., County of Maui*, 127 F. Supp. 2d 1129 – Dist. Court, D. Hawaii 2000. Quoting the Supreme Court of Hawaii in *Figueroa v. State*, 604 P. 2d 1198 (1979). “[T]he liability of the State is to be judged under the same principles of tort liability as those which determine the liability of private individuals in the same circumstances. HRS § 662-2 (1976); *Ajirogi v. State*, 59 Hawaii 515, 583 P.2d 980 (1978); *Upchurch v. State*, 51 Hawaii 150, 454 P.2d 112 (1969).

Lawyers and judges, even those with ‘absolute immunity,’ are not immune to prosecution for committing “patently illegal activities” during non-judicial acts. *GORAN PLEHO, LLC v. Lacy*, Haw: Supreme Court 2019. Evidence tampering occurring administratively, not judicially, as Judge Ibarra’s administration is evidenced having committed in this case, followed by illegal seizure of the Complainant’s money and property, are examples, claimed actionable as per *Bivens v. Six Unknown Fed. Narcotics Agents*, 403 US 388 – Supreme Court 1971. Quoting *Irvine v. California*, 347 U. S. 128, 136 (1954), “Rejection of the evidence [by tampering or willful-blindness] does nothing to punish the wrong-doing official, while it may, and likely will, release the wrong-doing defendant. It deprives society of its remedy . . .” Further, “our cases make clear that [judicial] immunity is overcome in only two sets of circumstances. First, . . . for nonjudicial actions, *i. e.*, actions not taken in the judge’s judicial capacity. *Forrester v. White*, 484 U. S., at 227-229; *Stump v. Sparkman*, 435 U. S., at 360. Second, a judge is not immune for actions, though judicial in nature, taken in the complete absence of all jurisdiction. *Id.*, at 356-357; *Bradley v. Fisher*, 13 Wall., at 351.” *Mireles v. Waco*, 502 US 9 - Supreme Court 1991.

In the instant case, six of the Respondents acted without personal jurisdiction over the Plaintiff, Jason Hester, and without subject matter jurisdiction following Judge Ibarra’s erroneous and void untimely grant of a Rule 50(a) MJML, proximal to subsequent transactions violating, inter alia, HRS §§ 368-11 and 515-3(2). All of this followed attorney/Judge Hara’s initial set of alleged wrongful acts proximal to 15 years of financial ruin and litigation distress suffered by the Complainant.

Judge Ibarra's whitening-out of attorney Hara's handwritten notes in the ROA, and Judge Hara's related evidence tampering and witness tampering, both hampering the Complainant's defense and due process, were each *non-judicial acts*.

It appears from the chain of records and facts in this case that Judge Ibarra subsequently retaliated against the Complainant for vetting judges Ibarra's and Hara's wrongdoings. In apparent retaliation and certain collusion with Judge Hara and attorney Sulla, Judge Ibarra committed a pattern and practice of depriving Horowitz of his due process rights and properties.

By either judicial actions taken without any jurisdiction, or non-judicial actions, the Respondents each aided-and-abetted by willful blindness or direct complicity Judge Ibarra and Paul J. Sulla, Jr.'s wrongful seizure of the Complainant's: (a) \$200,000 in Mortgage payment funds; and subsequently the (b) health spa and inn real Property(ies).

Judges Ibarra, Strance, and Fujino aided-and-abetted the illegal seizure of the subject Property by Sulla's enterprise. All seven judges hindered due process, deprived the Complainant's rights to defend his equity in and ownership of the Property, and neglected to prevent the illegal taking of the Complainant's properties by unlawful seizure justified by false claims depriving the \$200,000 Mortgage payment, sham "default," and wrongful foreclosure. All the Respondents contributed to the Complainant's extensive damages and severe distress brought by these improprieties.

"A duly authorized agent of a wrongfully foreclosing mortgagee [is] liable under HRS § 480-2(a)" under these circumstances. This applies to Sulla and Judge Ibarra's retaliatory animus acting first administratively, not judicially, to aid-and-abet Sulla's wrongful foreclosure. Ibarra tampered with and concealed evidence in "The Hara File" in the Record on Appeal (ROA). Judge Ibarra whited-out substantive evidence in the ROA central to the \$200,00 jury award seizure and falsely claimed "default." Sulla and Ibarra acted together, and with Strance and Fujino, to commit this illegal seizure.

Such evidence tampering in the ROA biased two foreclosure proceedings, and was an extra-judicial act precluding Ibarra's immunity from tort liability under HRS § 480-2(a). Ibarra administered this concealment of evidence favoring Sulla's invalidly substituted sham plaintiff Revitalize.

The Hara File was illegally withheld from trial and the jurors. Subsequently, Judge Ibarra and his subordinate judges aided and-abetted Sulla's illegal seizure of the Property. Judge Ibarra authorized a Writ of Ejectment without any valid jurisdiction over the prevailing (albeit sham) plaintiff Revitalize, and Revitalize's successor Hester.

Nor did Judge Ibarra and the others have subject matter jurisdiction over the matter of the \$200,000 "vacated" jury award as explained below.

In this case, the Respondents are each liable “like private persons” for engaging in a conspiracy to deprive the Complainant, administratively and/or judicially without jurisdiction, to conceal the malpractices of fellow Bar members Sulla and Hara.. *Op. cit.*, *GORAN PLEHO, LLC*.

Even assuming arguendo that some of the judges are immune from liability during “judicial acts,” this does not dispose of this Commission’s responsibility to obtain the Respondents’ required testimony pursuant to civil and criminal claims. Allegations of complicity in a conspiracy to deprive the Complainant’s due process rights and properties require adjudication. *Dennis v. Sparks*, 449 US 24 - Supreme Court 1980. “There is no similar constitutionally based privilege immunizing judges from being required to testify about their judicial conduct in third-party litigation.” (*Id.*)

And regarding attorney/judge Hara’s alleged witness tampering and hindering the Complainant’s defense in this case, there has been *no demonstration* made “historically [that] the doctrine of judicial immunity not only protected the judge from liability but also excused him from responding as a witness when his co-conspirators are sued. Even if the judge were excused from testifying, it would not follow that actions against private parties must be dismissed.” (*Id.*)

A body of related case law pursuant to “standing” was reviewed in *Rankin v. Howard*, 633 F. 2d 844 - Court of Appeals, 9th Circuit 1980. The Ninth Circuit concluded, “If a court lacks jurisdiction over a party,” as all the Respondents lack here with Hester by reason of the void chain of records resulting in Revitalize’s and Hester’s invalid standing and Sulla’s fraudulent concealment, “then it lacks ‘all jurisdiction’ to adjudicate that party’s rights, whether or not the subject matter is properly before it. . . . [A]cts taken in the absence of personal jurisdiction do not fall within the scope of legitimate decision making that judicial immunity is designed to protect.” Ninth circuit in *Rankin* citing, *Gregory v. Thompson*, 500 F.2d at 63.

These circumstances precluded Judge Ibarra’s personal jurisdiction over the prosecution and subject matter jurisdiction over the quiet title action case, Civ. No 14-1-0304. Thus, considering the lacking subject matter jurisdiction evidenced and argued below, Judge Ibarra’s actions satisfied both required prongs for overcoming judicial immunity. *Op. cit.*, *Stump v. Sparkman*.

And rescission and restitution is, therefore, required for justice and equity to be administered. Fact finders are duty-bound to assess the chain of records used to seize the real Property illegally. The sham “Foreclosing Mortgagee” that Sulla substituted for Seller Lee was falsely incorporated and illegally administered exclusively by Sulla. “Revitalize,” the alleged corporate fiction Mortgage transferee, is alleged to be part of Sulla’s extensive racketeering and drug money laundering enterprise consisting of more than 50 commercial entities. Revitalize was illegally created by Sulla using *void*

Articles of Incorporation, filed on May 26 and 28, 2009. Revitalize was voided *ab initio* by photocopied signature(s), altered date(s), altered pagination, and wrongly certified signatory in its incorporation papers. **(Exhibit 10)** Accordingly, all transactions, foreclosure actions, court judgments, and ejectment writs administered by the aforementioned judges since 2009 are null and voided by lacking jurisdiction over the fraudulent transferees and void transactions. “[A] case of simple forgery or false authority . . . result[s] in void documents under Hawai‘i law.” *Ocwen Loan Servicing LLC v. Lum* 2015 WL 1808955 at 4 (US Dist. Haw. 2015). The veil over Revitalize, Hester and subsequently Sulla’s HHLLC corporation that currently illegally possesses the Complainant’s Property (as listed on State tax records) has been pierced.

Consequently, ownership of the Complainant’s Property was illegally converted by the alleged racketeering enterprise administered by the widely known drug trafficking king pin, attorney Sulla, aided-and-abetted by the willful blindness of the Respondents. These persons are, therefore, implicated in alleged public corruption, and a conspiracy to deprive the Complainant of his civil rights to due process, his money, and his Property, making the State liable for the damages committed by its officials, and this Commission responsible for investigating these matters and granting remedies.

B. The Respondents deprived Horowitz of his due process rights, money, and justice by the aforementioned torts and crimes consummated July 22, 2019 when the Tribunal deemed “waived” (on Exhibits pp. 10-11) the issue of the Complainant’s \$200,000 jury award and right to bring just and equitable closure to the multiplying litigations and deprivations.

“In fraud cases, a cause of action is generally said to accrue when a defendant commits the last overt injurious act. . . . The statute of limitations is not triggered until the defrauded individual has actual or inquiry notice that a fraudulent misrepresentation has been made.” *Volk v. DA Davidson & Co.*, 816 F. 2d 1406 – Court of Appeals, 9th Circuit 1987. In the case at bar, the statute began to run on July 22, 2019 when the ICA issued its JUDGMENT ON APPEAL: (1) making clear the judicial malfeasance by concealing the substantial probative evidence and value of the ROA. The Tribunal ruling “waived” the \$200,000 jury-award funds by fraud, stating: “Based on the foregoing, Horowitz and RBOD’s first point of error in the Judicial Foreclosure Action is deemed waived.: (MO, Exhibit p. 11); (2) the MO purposely concealed Sulla’s conflicting interest as exclusive financier of the prosecution, and proper-party plaintiff, while illegally securing the Tribunal’s jurisdiction over the sham Plaintiff Hester and this subject matter; and (3) all while illegally depriving Horowitz’s of his standing to defend his interests.

The Respondents had many chances to adjudicate honorably, to correct their alleged torts and crimes and justly dispose of these matters. A just ruling by the appellate Tribunal respecting the facts, laws, and rules of the courts, including HRCJ Rule 1, 17, 18, 19, 50(a) and HRAP Rules 10 and 11, would have and should have brought just, equitable, efficient and timely *closure* to three State prosecutions damaging and depriving the defendant/Complainant. Instead, “unfair play” and alleged criminal complicity prevailed, as evidenced in the ICA’s MO. (See **Exhibit 2**, Exhibit pages 10-11.) A legal maxim is, “Justice delayed is justice denied.” “There are cases in which delay appreciably harms the defendant's ability to defend himself.” *Barker v. Wingo*, 407 US 514 - Supreme Court 1972. As shown in the case at bar, “[I]nefficiency and delay will drain even a just judgment of its value.” Chief Justice William E. Burger, American Bar Association address, 1970. By neglecting to follow their rules and laws, all seven judges delayed justice, forced the Complainant into bankruptcy, multiplied proceedings, and infringed on the Complainant’s (and his partner’s) (s), life and livelihood.

B-1. The MO records the “final act” in the commission of illegal seizure of the Complainant’s \$200,000 purchase Mortgage funds by fraud.

The MO of May 2, 2019 contains a treasure-trove of criminal evidence not to be missed by fact finders. The MO clearly shows Judges Ginoza, Fujise, and Leonard arbitrarily and capriciously neglected their duty to examine the ROA and supplemental filings in violation of HRCJC Rule 2.7. The Tribunal deemed “waived” on Exhibits pp. 10-11 the \$200,000 matter. To justify their violation of Rule 2.7, *inter alia*, the Tribunal contrived the argument that Horowitz and Royal had not ordered *oral transcripts* required under HRAP Rules 10 and 11. The judges claimed Horowitz, thereby, “waived” his right to appellate consideration.

To the contrary, “Waiver of a defendant's fundamental rights must be knowing and voluntary, and must come directly from the defendant. *State v. Murray*, 169 P. 3d 955 - Haw: Supreme Court 2007. The Complainant neither knowingly, voluntarily, or factually waived his right to have the ICA review the substantial and sufficient probative evidence provided in the ROA and supplemental filings by the Complainant. As further discussed below, the Tribunal’s lame excuse for neglecting the ROA justified their hindering of proper governmental operations. This is how they stonewalled Horowitz’s first issue on appeal.

Clear-and-convincing evidence was readily available in the ROA to verify this first key issue—the *untimely* Rule 50(a) MJML filed by Mortgagee Lee resulting in the \$200,000 seizure.

To justify their neglect and concealment of the ROA, and divert from its sufficiency of probative evidence, the Tribunal over-extended, thus misrepresented, HRAP Rules 10 and 11.

The Tribunal then justified its *willful blindness* to the facts in the ROA by blaming the victim, the Complainant, for neglecting HRAP Rules 10 and 11 *not neglected by Horowitz at all*.

The Tribunal contrived this lame excuse to evade its duty under HRCJC Rule 2.7, and avoid confirming the criminal impositions suffered by Horowitz by acts of Sulla and their fellow judges. “A willfully blind defendant is one who took *deliberate* actions to avoid confirming suspicions of criminality.” *US v. Heredia*, 483 F. 3d 913 – Court of Appeals, 9th Circuit 2007. Judge Hara’s and Judge Ibarra’s aforementioned crimes were avoided/evaded and concealed by the ICA. The Tribunal deliberately neglected the ROA that not only included evidence of the untimely Rule 50(a) MJML, and also the “whiting out” of Hara’s handwritten notes on the crucial chain of records fundamental to this and subsequent cases—the Agreement for Closing Escrow; but one more thing. The ROA proved Judge Ibarra and subsequent courts had no subject matter jurisdiction over this \$200,000 issue for a number of reasons explained below.

In vetting “Conspiracy to Defraud,” the ICA in *Fisher v. Grove Farm Co., Inc.*, 230 P. 3d 382 - Haw: Intermediate Court of Appeals 2009, relied on “*Black’s Law Dictionary* 685 (8th ed. 2004) [that] defines “fraud” as “[a] knowing misrepresentation of the truth or concealment of a material fact to induce another to act to his or her detriment.” In the case at bar, the Tribunal knowingly misrepresented the truth about the probative evidence available in the ROA, and in fact concealed this evidence and its adequacy in providing substantial evidence and material facts to resolve these matters, to induce Horowitz to submit to further discriminatory animus upon remand.

This was how and why the Tribunal, by its MO, evidenced a pattern and practice of depriving the Complainant of his right to due process, right to the \$200,000 jury awarded funds, and right to gain prompt finality in the consolidated cases. All of this followed *six* “Final Judgments” in which Judge Ibarra DENIED Foreclosure, but committed the Complainant’s ejectment nonetheless.

The Tribunal evaded this injustice by misrepresenting HRAP Rules 10 and 11 concerning the ordering of oral transcripts. This was a ploy—a “red herring” used for burden-shifting and justifying more litigations. The clear language of HRAP Rules 10 and 11 makes oral transcripts *voluntary* not *mandatory* as cited below. “[I]t is precisely this red herring that generated the confusion in the ICA’s opinion regarding . . . improper burden shifting.” Quoting *State v. Pone*, 892 P. 2d 455 - Haw: Supreme Court 1995. The MO improperly shifted the burden of the “reasonable trier of fact” to the Complainant/Appellants—who were the suppliers of the substantial probative

evidence, not the judicial fact finders. This burden-shifting was improper and prejudicial.

HRAP Rule 10 makes crystal clear, “When an appellant desires to raise any point on appeal that requires consideration of the oral proceedings . . . as the appellant deems necessary that are not already on file in the appeal[,]” only then shall the appellant timely order them. [Emphasis added.] There is no authorization for burden shifting, red herring obstruction, or hampering justice in this Rule 10 language.

And two more facts are weighty in evidencing the deprivation of the Complainant’s rights to due process and his properties committed by the Tribunal pursuant to their HRAP Rules 10 and 11 misrepresentations. There was an obvious inconsistency in the decision of judges Ginoza, Fujise, and Leonard with that of their fellow Judge Foley. The latter *ruled adequate* what the former judges ruled *inadequate*. **Exhibit 5** shows Judge Foley DENIED that same alleged need for oral transcripts raised by Sulla.

Add to this ‘inconsistency,’ and pattern and practice of disregarding the Complainant’s rights and substantial probative evidence in the ROA, Judge Ibarra’s April 16, 2008 hearing statement. The Complainant alerted the Tribunal to the trial court’s lacking jurisdiction as recorded by Judge Ibarra at that hearing. **Exhibits 4 thru 6** attached to the “APPELLANT’S RULE 40 MOTION AND MEMORANDUM FOR RECONSIDERATION (OF THE ‘MEMORANDUM OPINION’ FILED MAY 2, 2019”) show that trial Judge Ibarra had recorded in his Hearing Minutes two months after the trial during the single hearing on this matter on April 16, 2008, “THE COURT DENIED [THE RULE 50(a) MJML] MOTION. THERE IS NO AUTHORITY. FURTHERMORE, A JURY’S VERDICT SHALL NOT BE IMPEACHED.” (**Exhibit 6**)

Appendix “A” further details why oral transcripts were superfluous to the ROA. This review of the court record analyzed the movant’s *false arguments* raised to support the untimely 50(a) motion. Oral transcripts needed to prove this alleged fraud upon the court were totally unnecessary, not helpful, superfluous, and uneconomical, because the ROA alone provided *sufficient probative evidence* upon which fact-finders could find clear-and-convincing evidence to determine the monetary award “vacation” and sudden conversion of the money and Property by Ibarra/Sulla was committed improperly; because, very simply, **the Rule 50(a) MJML was made untimely**. Jurisdiction of the court cannot be given to an untimely motion. *Oppenheimer v. AIG Hawaii Ins. Co.*, 881 P. 2d 1234 - Haw: Supreme Court 1994. The trial court, Judge Ibarra himself, affirmed this too, as shown in his hearing minutes in **Exhibit 6**. “THERE IS NO AUTHORITY,” Ibarra recorded.

Rule 50(a)(2) only permits, “Motions for judgment as a matter of law . . . made at any time

before submission of the case to the jury.” [Emphasis added.] This does not permit filing three weeks too late, after the verdict was filed. The Supreme Court in *Harris Truck Lines, Inc. v. Cherry Meat Packers, Inc.*, 371 U. S. 215, 216-217 (1962) (*per curiam*) “(instruct[ed] that petitioner's appeal be heard on the merits where petitioner had received from trial court an improperly grounded . . . extension of the time . . .).” In the instant case, Judge Ibarra provided movant Lee an “improperly grounded extension of time” by which the Rule 50(a) motion was repeatedly denied, then, suddenly, upon Sulla’s influence, *improperly and damagingly granted*; *Carlisle v. United States*, 517 US 416 - Supreme Court 1996. (holding that deadlines in procedural rules shall not be extended by courts for other than acts of God.) Apparently, the judges here viewed Sulla’s filings as acts of God.

“'Substantial evidence' [in this case of Rule 50 filing *untimeliness* and court’s “error” in granting Sulla the favor(s) evidenced in the ROA] is credible evidence which is of sufficient quality and probative value to enable a person of reasonable caution to support a conclusion.” *Eastman*, 81 Hawai`i at 135, 913 P.2d at 61. *State v. Quitog*, 85 Hawai`i 128, 145, 938 P.2d 559, 576 (1997) (quoting *State v. Eastman*, 81 Hawai`i 131, 135, 913 P.2d 57, 61 (1996)). The only reasonable “conclusion” here is that the ICA judges concealed Ibarra’s and Sulla’s wrongdoing by concealing/disregarding the probative value and evidence in the ROA. The lower courts similarly wrongfully-deprived the Complainant of his right to justice, right to due process, right to his \$200,000 in jury-awarded funds, right to his final balloon Mortgage payment, right to gain his Release of Mortgage, and right to own, freely use, and enjoy his Property.

The Petitioner repeatedly made known to the ICA that Lee’s MJML was filed March 11, 2008, three weeks *after* the jury retired and granted Horowitz et. al., \$200,000 in damages for Seller Lee’s *misrepresentation*. Oral transcripts were not required to adjudge the ROA to see that *no timely Rule 50(a) filing was ever made by the Mortgagee Lee.* Appendix “A” further clarifies the fraud administered by Ibarra, Sulla and Sulla’s co-counsel, Dan O’Phelan and Stephen D. Whittaker. The latter is evidenced to have been bribed by Sulla, to conceal Sulla’s interests.

“In reviewing the legal sufficiency of the evidence on appeal, ... the test is whether, viewing the evidence in the light most favorable to the State, substantial evidence exists to support the conclusion of the trier of fact.” *State v. Lubong*, 77 Hawai`i 429, 432, 886 P.2d 766, 769 (App.1994). In the instant case, *evidence provided by the Complainant in the ROA was legally sufficient to prove the untimeliness of the 50(a) motion and erroneous vacation of the special damage award by Sulla and Judge Ibarra inconsistent with the aforementioned facts, rules, statutes, and case law.*

In depriving the Complainant's right to appellate review on this issue, the ICA did more than "waive" its duty. The Tribunal not only neglected to examine the substantial evidence entered in the ROA and subsequent filings. Judges Ginoza, Fujise and Leonard acted to conceal the evidence in the ROA, conceal Judge Ibarra's felonious activity that included tampering with the ROA to conceal attorney Hara's wrongdoing, and likewise conceal Sulla's alleged crimes evidenced by **Exhibit 9**. These crimes included Sulla and Ibarra's alleged complicity in substituting a known judgment-proof sham "religious" corporation for real property theft.

Summarily, Horowitz did not waive his right to due process in the subject Appeal. The Tribunal "waived" its integrity and duties under HRCJC Rules 1.2; 2.7; 2.3 and 2.15(c)(d).

The Tribunal's MO gives the appearance of recklessness and/or direct complicity in covering-up Judge Ibarra's and Judge Hara's wrongdoings. In addition, the MO evidences the Tribunal's intention to induce the Complainant to act to his own detriment by simply resigning himself to the fraudulent and criminal ruling(s), or simply die or submit by attrition under the "judicial" duress and distress.

B-2. The Tribunal purposely neglected the "Elephant Under the Carpet" to deprive the Complainant of his money and property.

The seven Respondents disregarded written notices exposing and evidencing the "proper party plaintiff," Sulla. Judge Ibarra and the ICA judges were given Judicial Notice of public records proving Sulla's "sham Plaintiff" Hester was (is) a *judgment-proof strawman* having been financed by Sulla's "loans" since appearing in 2009.

The ICA aided-and-abetted Sulla, Sulla's fraudulent concealment of his own conflicting interests, Hester's lacking interests, the courts' lacking jurisdiction over these proceedings (both personal and subject matter) while depriving the Complainant of his standing to oppose the fraud and crimes.

By purposely evading Sulla's real-party-interest and feigning Hester's standing, the judges not only had no personal jurisdiction over the prosecution, but also evaded their lacking subject matter jurisdiction since the sham "Plaintiff Hester" had no valid interest to claim as Revitalize's successor and Sulla's strawman. Thereby, the Tribunal's fraudulent concealment of Sulla's proper party interest aided-and-abetted the aforementioned series of torts and crimes.

Instead of administering justice, the ICA neglected the issues raised by Sulla's conflicting interests and Sulla's exclusive administration of the illegal non-judicial foreclosure that the ICA did

“vacate,” but remanded to further maliciously prosecute the Complainant. The ICA thus aided-and-abetted Sulla’s fraudulent concealments to continue depriving the Complainant of his due process rights and properties, shielding the conspiracy and the judges complicity with Sulla.

The ICA also neglected to prevent Sulla’s abuse of processes, and enabled Sulla’s and Ibarra’s decade long complicity in the conspiracy to deprive the Complainant (by alleged malicious prosecution) to continue on remand. This complicity violated, inter alia, HRS §702-222 (1)(c).

The Tribunal intentionally neglected and denied Judicially Noticed Public Records proving Sulla’s required joinder as the “proper plaintiff” complicit with Judge Ibarra in the illegal conversion of the Complainant’s money and real Property.

Supplemental irrefutable proof of the ICA’s complicity in aiding-and-abetting Judge Ibarra’s and Sulla torts and crimes was recorded when the ICA purposely neglected and concealed Sulla’s real party interests and required joinder under HRCP Rules 17, 18 and 19. The Tribunal neglected these rules to deprive the Complainants rights to restitution and rescission while aiding-and-abetting by willful blindness or direct complicity the Ibarra/Sulla theft scheme.

B-3. The Tribunal recklessly denied the Complainant’s right of standing to oppose Sulla’s fraudulent transfers by *void* Assignment of Mortgage and Assignment of Note.

Even more compelling evidence of the Tribunal’s bad faith depriving the Complainant of his rights to due process and his properties is found in the MO’s p. 8 that states: “our case law makes clear that in a judicial foreclosure, borrowers do not have standing to challenge the validity of an assignment of their loans because they are not parties to the agreement,” citing *U.S. Bank N.A. v. Mattos*, 140 Hawai’I 26,35,398 P.3d 615, 624 (2017), and *U.S. Bank. Nat. Ass’n v. Salvacion*, 134 Hawai’I 170, 174-75, 338 P. 3d 1185, 1189-90 (App. 2014).

This ‘gagging’ compounds the complicit judges’ pattern and practice of misrepresenting facts, rules, laws, even their own case law to retaliate and discriminate against, and deprive the Complainant. Mattos (@ 624) clearly states: “According to Salvacion, ***Hawai’i law would recognize an exception to the general rule when a challenge to a mortgage assignment would deem the assignment void, not voidable.***” [Emphasis added.]

Thus, the Tribunal committed once more *fraud by omission*. They not only disregarded the *void*, not simply voidable, Assignment of Mortgage and Assignment of Note administered by Sulla. They disregarded and misrepresented their own case law!

And by remanding and continuing not dismissing the action, the judges affirmed fraudulent

transfers of Lee's *void* interests in the already paid off Mortgage to the not-yet-legally formed Revitalize corporation.

B-4. The Tribunal recklessly proceeded without any jurisdiction.

The MO's ploys also concealed the judges lacking subject matter jurisdiction in the remanded quiet title action. In fact, no court has any personal or subject matter jurisdiction in any prosecution of Hester v. Horowitz, because Hester never suffered an "injury in fact." To have standing to prosecute, "[A] plaintiff must show (1) it has suffered an 'injury in fact' that is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical; (2) the injury is fairly traceable to the challenged action of the defendant; . . ." *Lujan v. Defenders of Wildlife*, 504 U. S. 555, 560-561 (1992). Hester never suffered an 'injury in fact' because, inter alia, Hester's predecessor-in-interest, Revitalize, never acquired any valid interest by Lee/Sulla's void Assignments.

And for what "challenged action" is defendant Horowitz accused after paying his Mortgage off by order of the Ibarra court and demanding a Release of Mortgage? Depriving Revitalize of the Sulla/Ibarra seized jury-awarded funds? Madness! Actually, retaliatory discriminatory animus.

Again, Revitalize, Lee's sham successor, the transferee, did not even legally exist until months after the final balloon payment was made; and two weeks *after* the Mortgage and Note Assignments were administered by Sulla, thus *voiding the Assignments*. "When a corporation has been legally formed, it has an 'existence as a separate and distinct entity.' *Evanston Ins. Co. v. Luko*, 783 P. 2d 293 - Haw: Intermediate Court of Appeals 1989. "[T]he interest in the loan was never validly assigned to the foreclosing party, because the assigning entity was dissolved [i.e., not legally existing] prior to executing the assignment. *Lizza v. Deutsche Bank Nat. Trust Co.*, 1 F. Supp. 3d 1106, 1113 - Dist. Court, D. Hawaii 2014. And since Revitalize didn't exist at the time of the assignments, Revitalize and subsequent transferees never gained any valid interest in the Mortgage, Note or Property, including successors Hester, Sulla and Sulla's HHLLC corporation.

Consequently, the courts never gained personal jurisdiction over the sham plaintiffs, nor subject matter jurisdiction over the prosecution's void interests.^{5, 6}

⁵ The Assignment of Mortgage was *void* anyway, not simply voidable, due to prima facie fraud on its face, as shown in attorney Sulla's filing of "Motion for Substitution of Plaintiff" filed July 16, 2009 (attached hereto as **Exhibit 9**). Decedent Lee's Assignment of Mortgage *falsely warranted* that aside from Lee **"there are no other holder of said Mortgage or any interest therein nor has the Assignor declared that th[ere] is any default by Mortgagor therein or in the Note and debt secured thereby."** [Emphasis added.] This false warranty is controverted by the obvious lie. Lee had spent the previous four years in this case claiming

Therefore, in the instant case, had the Tribunal looked at the substantial evidence before it, the fact-finders would have found fraud, crime and no jurisdiction whatsoever. However, rather than reviewing the evidence as required, the judges failed to follow their rules, laws and duties, and chose to overlook, neglect, omit and conceal all of this, evidencing *mens rea*, malicious intent, and personal liability exceeding qualified immunity.

C. Alleged criminal violations committed by the seven judicial Respondents to deprive the Complainant's due process rights and seize his properties.

Under the aforementioned circumstances, showing discriminatory animus against the Judeo-Christian minister Horowitz, to deprive him and his Royal corporation of their due process rights and properties in favor of Sulla's religious drug trafficking enterprise, six-of-seven judges each favored Sulla/Lee's invalid transferees, acted administratively, not judicially, with no jurisdiction whatsoever vacating their personal immunity from prosecution.

The ICA's failure to preserve and properly administer the jury-awarded-funds brings "an appearance of impropriety whereby their impartiality might reasonably be questioned." *Proutka v. Cronin*, 179 P. 3d 1050 - Haw: Supreme Court 2008. The Petitioner's "basic requirement of due process" requires a "fair [appeal] in a fair tribunal[.]" *Id.* This fairness was usurped after showing

Horowitz had defaulted on the Mortgage! Horowitz et. al. prevailed against Lee's Foreclosure prior to Lee's fraudulent Assignments. As aforementioned, full payment on the Mortgage and Note was made by February 27, 2009, *after* the Ibarra's court's Amended Final Judgment disposed of all claims on February 22, 2009. The Mortgage was voided by said "balloon payment." Horowitz then Noticed Lee to Release the Mortgage. Those transactions terminated the Mortgage contract according to HRS § 490:3-311.⁵ Thus, Lee's presumed successors gained no valid interest or standing from a void Mortgage and void Note.

And that's not all. The Tribunal and lower courts disregarded Horowitz's repeated objections to the void incorporation of "Substitute Plaintiff" transferee Revitalize. As mentioned, the Articles of Incorporation for Revitalize that Sulla filed with the DCCA on May 26 and May 28, 2009 showed Lee's photocopied signature(s), altered date(s), and altered page numbers confirmed by forensic document and handwriting expert, Beth Chrisman, as shown in **Exhibit 10** attached hereto. "[A] case of simple forgery or false authority . . . result[s] in void documents under Hawai'i law." *Ocwen Loan Servicing LLC v. Lum* 2015 WL 1808955 at 4 (US Dist. Haw. 2015).

In a similar foreclosure action involving forged and altered securities involving alleged 'power of attorney,' the Hawaii Supreme Court wrote, "We hold that the note and mortgage were void and unenforceable pursuant to HRS § 454-8." *Beneficial Hawaii, Inc. v. Kida*, 30 P. 3d 895 - Haw: Supreme Court 2001; *Billete v. Deutsche Bank Nat. Trust Co.*, 2013 WL 2367834, at 7 (D. Haw. May 29, 2013) (unpublished) (If the corporate entity did not exist at the time of the assignment it would be void and the subsequent non-judicial foreclosure and ejectment would be invalid.)

⁶ The ICA's actions also precluded Horowitz's civil rights and standing to contest the void assignments in direct conflict with HRS § 634-61 that guarantees that the substitution of a plaintiff following death "shall proceed . . . *as provided by the rules of court.*" But the ICA and lower court neglected these rules too, including HRCPC Rules 17, 18 and 19, by repeatedly denying Sulla's joinder. These courts thus imposed upon Horowitz damages, fees, costs and severe distress without the possibility of restitution, or even timely rescission of the illegally converted Horowitz Property.

the Tribunal that the concealed proper plaintiff, Sulla, “had a ‘direct, personal, pecuniary interest’ in his exercise of judicial power.” (*Id.*) Sulla moved the courts, including the ICA, repeatedly in violation of ethics rules and laws. Under these circumstances, it cannot be held that the ICA administered procedural due process. The judges administered a malicious prosecution to deprive the Complainant of his rights and properties.

A pattern and practice of criminal violations appears in the ROA and in the ICA’s MO, beginning with *evidence tampering*. All of the seven judges are evidenced violating *evidence tampering* law HRS § 710-1076.⁷ This law precludes *concealing* “evidence with intent to impair its verity in the pending or prospective official proceeding.” It also proscribes presenting or offering to the courts “false physical evidence.”

Judge Glenn Hara deprived the Complainant of a fair trial by concealing his case file—“The Hara File”—evidencing his personal drafting of the Agreement for Closing Escrow that began these fifteen years of multiplying litigations.

Judge Hara also tampered with his own witness at trial in violation of HRS §710-1072 “Tampering with a witness” law. He intentionally engaged himself in withholding testimony which he was not privileged to withhold as a court officer, judge under duty to administer justice, and as the Complainant’s lawyer still under contract to appear in court to defend his clients—Horowitz and Royal—and their certified true original Agreement for Closing Escrow.

Judge Hara conspired with the Complainant’s trial attorney, John Carroll, to absent himself from trial to which he had been repeatedly requested to appear as proven by court filings and e-mailed correspondence. But Hara pressured Carroll to withhold Glenn Hara’s legal summons. This was another violation of § 710-1076 and 1072, because it is apparent that Judge Hara intended to withhold testimony that he had malpracticed. He had mislabeled the ‘Addendum to the Mortgage’ the “Agreement for Closing Escrow.” This confused jurors. Hara also sent the Complainant home to output that document from the Complainant’s computer rather than outputting it from Hara’s law office. Then Hara and his law firm neglected to keep a copy of the record in their files, and later failed to correct the misdeeds to prevent damages to the

⁷ “Tampering with physical evidence” law precludes *concealing* “evidence with intent to impair its verity in the pending or prospective official proceeding.” This is precisely what the ICA did with the ROA, concealed it, removed it from consideration to impair its verity upon remand, to deprive Horowitz of due process and his \$200,000 jury award. Further regarding HRS § 710-1076, the ICA’s MO made, presented, and offered the courts by remand the “false physical evidence.” This false evidence (MO) stated that Horowitz “waived” this issue of the \$200,000 converted funds. The tribunal did this “with intent that it be introduced in the pending or prospective official proceeding.” [See: L 1972, c 9, pt of §1; gen ch 1993]

Complainant. Hara also breached his written contract to defend his work in court on Royal's and Horowitz's behalf.

It appears that Hara's actions were proximal to his "brethren"— six other judges—covering-up for his misdeeds by depriving the Complainant of his evidence at trial, his witness at trial, and due process rights at trial and thereafter. All of this resulted in the conversion and deprivation of the Complainant's money and properties, and right to freely enjoy life, liberty and his Property.

As aforementioned, Judge Ibarra also violated HRS § 710-1076 by whitening-out Glenn Hara's handwritten notes in two distinct sections of the ROA. Horowitz had photocopied and submitted to the Ibarra court and the ICA a copy of The Hara File showing attorney Hara's handwriting that Judge Ibarra's administration concealed, removed and altered.

All of the above partly explains why Judges Ginoza, Leonard and Fujise prejudicially disposed of the 0196/162 foreclosure case to conceal this official malfeasance, and why they "waived" the entire ROA's substantial probative evidence in so doing. The ROA clearly recorded Judge Hara's and Judge Ibarra's actions depriving the Complainant of his due process rights and properties.

Judge Strance too violated HRS §710-1072 and HRS § 710-1076 by precluding Horowitz's standing, witness, and representation of Royal as authorized by HRS § 419-8(4). Instead, Strance gagged Horowitz, and tampered with evidence in two cases. Strance claimed to have repeatedly "lost" the Complainant's counterclaims in the Civ. No. 12-1-0417 case. Then she wrongfully dismissed the counterclaims in Civ. No. 14-1-0304. Strance thereby demonstrated a pattern and practice of protecting Sulla by depriving Horowitz, et. al. of due process rights and ownership of the Property. In the 0304 case, this deprivation was committed without any jurisdiction.

Similar deprivation of rights and property by Judges Hara, Ibarra and Strance was continued and compounded by Judge Melvin Fujino in his decision to levy upon the bankrupted Complainant a \$588,374.91 bond requirement, otherwise converting possession of the Property to Sulla's enterprise.

All tolled, the seven judges aided-and-abetted by willful blindness or direct complicity the aforementioned crimes, resulting in first degree real property theft in violation of HRS § 708-830, paragraphs (2) and (6).⁸

⁸ **HRS § 708-830 (2) and (6)**, presumes government official Ibarra, and Sulla as an "officer of the court" knew of their "legal obligations with respect to making payments and other dispositions" of the Mortgage payment funds and the Release of Mortgage transaction that was deprived. " If the officer or employee

The seven judges also acted inconsistent with HRS § 702-222(1)(b)(c)—duty to prevent law. Apparent complicity is shown by the illegal conduct of Glenn Hara, Ronald Ibarra, Elizabeth Strance, Melvin Fujino, and Paul Sulla, all in violation of HRS § 705-520 criminal conspiracy law. The record shows the judges conspired in favor of Sulla and thievery, and failed to “make reasonable effort” to prevent the aforementioned damage and deprivations contrary to their duties under HRS § 702-222(1)(b)(c).

Rather than abiding by HRS § 702-222(1)(b)(c), the Tribunal aided-and-abetted Sulla’s crimes, and hindered Sulla’s apprehension, prosecution, conviction, and punishment for several felonies and misdemeanors. The seven judges, thereby, similarly violated HRS §§ 710-1029 and 1030 by “hindering prosecution in the first degree.” “The defendant was convicted, *inter alia*, of hindering apprehension by destroying or concealing evidence.” *State v. Line*, 214 P. 3d 613 - Haw: Supreme Court 2009. In this instance, the seven judges hindered Sulla’s apprehension in violation of this law by “concealing evidence” in addition to allegedly violating HRS §§ 710-1029 and 710-1030.

These seven judges aided-and-abetted by willful blindness and/or direct complicity Sulla’s conversion scheme, intertwined with Sulla’s illegal drug trafficking and real estate money laundering enterprise. These judges also, therefore, violated HRS § 710-1028 for "rendering assistance" to Lee’s/Sulla’s fraudulent practices, theft scheme, and drug trafficking operations, resulting in the Complainant’s bankruptcy and dispossession from his home.

Judges are presumed to be offended by illegal “seizures that violate the Bill of Rights or statutes intended to regulate public officials.” *Irvine v. California*, 347 U. S. 128, 136 (1954). The seven judges here have done the opposite by concealing evidence, witness tampering, aiding-and-abetting thievery, and hindering Sulla’s apprehension and prosecution for the criminal conversion of the \$200,000 in jury-awarded funds along with the Complainant’s \$1 million Property.

"Rejection of the evidence does nothing to punish the wrong-doing official, while it may, and likely will, release the wrong-doing defendant." (*Id.*) Official wrongdoing “deprives society

fails to pay or account upon lawful demand, or if an audit reveals a falsification of accounts, it shall be prima facie evidence that the officer or employee has intentionally dealt with the property as the officer's or employee's own.” (*Id.*) This is precisely what Ibarra and Sulla did, and the ICA Tribunal concealed. Further, Sulla obtained, “personal services from [Ibarra] an employee [of the State] upon agreement or subject to a known legal obligation to make a payment or other disposition of funds to” terminate the real Property transaction. But Ibarra and Sulla “intentionally fail[ed] to make the payment or disposition at the proper time.”

of its remedy against one lawbreaker because he has been pursued by another . . .” (*Id.*) In the instant case, the State courts pursued law-breaking rather than justice. This protected judges and Sulla “against whom incriminating evidence is discovered, but does nothing to protect innocent persons who are the victims of [the] illegal . . . [seizure(s)].” (*Id.*) Regarding this law-breaking and “the suppression of important evidence . . . the ‘sporting contest’ thesis [requires] that the government must ‘play the game fairly’ and cannot be allowed to profit from its own illegal acts. *Olmstead v. United States*, 277 U. S. 438, 469, 471 (1928) (dissenting opinions); see *Terry v. Ohio*, 392 U. S. 1, 13 (1968).” (*Id.*)

These actions by the seven judges, aided-and-abetted by willful blindness, concealment of the evidence, and acting without any jurisdiction in favor of Sulla also violated HRS §705-520 criminal conspiracy law and HRS §702-222 “[l]iability for conduct of another; complicity” law.

V. Remedies Required and Requested

These facts provide good cause for this Commission to issue injunctive relief by declaratory judgment. Otherwise, further delay, neglect, and complicity in alleged organized crimes will compound prejudice and damage to the Complainant.

Lacking injunctive relief, further delay will compound unfair play and further hinder due process and justice. Failure to enjoin the wrongdoing will favor Sulla and further jeopardize society at risk of Sulla’s ayahuasca (DMT) drug trafficking enterprise and shady dealings in courts.

This Civil Rights Commission is therefore requested to enjoin by injunction and/or declaratory judgment, these abuses of processes.⁹

This Civil Rights Commission is asked to include in its Declaratory Judgment a statement certifying the ICA’s JUDGMENT ON APPEAL as *void* for, inter alia, discriminating against the Complainant, and depriving his civil rights to due process and his property.

This Civil Rights Commission is asked to include in its Declaratory Judgment a statement terminating further abuses of processes on remand by reason of the judges’ lacking personal and

⁹ “[T]here are two essential elements in a claim for abuse of process: ‘(1) an ulterior purpose and (2) a wilful act in the use of the process which is not proper in the regular conduct of the proceeding.’” *Young v. Allstate Ins. Co.*, 198 P. 3d 666 – Haw: Supreme Court 2008. The alleged fraudulent concealment of Sulla’s real-party-superior-controlling-interest by Sulla and six-of-seven named Respondents shows: (1) the ulterior purpose of indemnifying Sulla against liability for torts and crimes; (2) retaliatory prejudice depriving the Complainant’s capacity to recover his damages and Property; and (3) willful acts “not proper in the regular conduct” of honorable court proceedings, including unlawful conversion of the Property. (*Id.*)

subject matter jurisdictions as aforementioned and proven.

This Civil Rights Commission is asked to include in its Declaratory Judgment restitution in the amount of **\$2,017,156.66** in damages, fees and costs (not including interest, statutory or punitive damages) lost by the Complainant provable at trial or otherwise.

Having proven violations of HRS §§ 368-11 and 515-3(2), the Civil Rights Commission is asked to include in its Declaratory Judgment express determinations, and provide copies of such findings of fact and conclusions of the Commission to the Commission on Judicial Conduct,¹⁰ as well as to the Complainant, Respondents, Attorney General of the State of Hawaii, and the civil rights branch of the Federal Bureau of Investigation (FBI). This branch of the FBI is the exclusive “appropriate authority” under these exceptional circumstances evidencing white collar organized crime in the judicial branch of government.¹¹

VI. Conclusion

The ICA’s JUDGMENT ON APPEAL and MO (**Exhibits 1 and 2**) consummated nearly fifteen years of the State of Hawaii’s judicial system depriving the Complainant prejudicially of his due process rights and property rights. This was done by seven judges who compounded a pattern of evidence tampering, witness tampering, and hindering the apprehension of wrongdoers. Seven judges in this case are alleged to have committed an assortment of torts and crimes, including concealing substantial probative evidence in the ROA to hinder and taint due process damaging the Complainant. These actions include the ICA deeming “waived” their duty as fact finders to properly administer the Complainant’s \$200,000 jury-awarded funds administered during the subject Mortgage transaction. This deprivation of rights resulted in the illegal seizure of the Complainant’s real property in violation of, inter alia, HRS §§ 368-11 and 515-3(2).

The ICA’s prejudicial and illegal rulings have ordered remand. This wrongly and damagingly continues, even multiplies, the alleged discriminatory proceedings and alleged

¹⁰ HRCJC Rule 2.15 et. seq. makes crystal clear that judges are required to “inform the appropriate authority” about a fellow judge having “committed a violation of this Code that raises a substantial question regarding the judge’s honesty, trustworthiness, or fitness as a judge” Having been served a copy of this Complaint, each of the seven Respondents are required by HRCJC Rule 2.15(c)and(d) to “take appropriate action” that includes cooperating with this Commission as an “appropriate authority or other agency or body.”

¹¹ Under the circumstances presenting in this case, the State Attorney General’s office is not an “appropriate” authority to administer these matters, nor is the Office of Disciplinary Counsel, as they both neglected and hindered the Complainant’s repeated complaints pursuant to these matters.

malicious prosecutions extending the deprivation of rights, damages, and conversion of the subject properties. These actions require and justify injunctive and declaratory relief by this Commission.

This Civil Rights Commission has been empowered by the legislature to act under circumstances such as this. Commissioners are petitioned here to enjoin the prejudicial injustices damaging the Complainant as per HRS §§ 368-11 and 515-3(2). By so doing, this Commission can also vindicate the judiciary by ordering restitution for the Petitioner's damages, rescission of his illegally-converted properties, reimbursement of fees and costs in assumpsit prejudicially deprived, and statutory and punitive damage awards as needed for justice.

The Respondents are alleged to have "positively or tacitly c[o]me to a mutual understanding among themselves" to deprive the Complainant of his due process and property rights. *Allen v. Iranon*, 99 F. Supp. 2d 1216 - Dist. Court, D. Hawaii 1999. "Such understanding between Defendants was to retaliate against Dr. [Horowitz] for exercising his Constitutional right to free speech." In this case, exposing the alleged malpractices and malfeasance committed initially by attorney-turned-judge, Glenn Hara. Thereafter, the fellow Respondents, beginning with Judge Ibarra, are alleged (and evidence in the ROA and MO) to have concealed evidence and aided-and-abetted by willful blindness or direct complicity a conspiracy to deprive the Complainant of his Mortgage payment funds, due process rights, and Judeo-Christian property. All of Respondents' alleged wrongdoing was done in favor of Paul J. Sulla, Jr. and Sulla's "religious" drug trafficking enterprise competing for the Property. That enterprise, including these State actors, violated HRS §§ 368-11 and 515-3(2), and the other laws cited above.

Justice can "perform its high function in the best way [only if it satisfies] 'the appearance of justice.' *Offutt v. United States*, 348 U.S. 11, 14[, 75 S.Ct. 11, 13, 99 L.Ed. 11]." *Sifagaloa v. Bd. of Trustees*, 840 P. 2d 367 - Haw: Supreme Court 1992.

I, LEONARD G. HOROWITZ, a California domiciled person, Las Vegas, NV, resident, and "after resident" (part time) of Honolulu, HI, hereby swears under penalty of perjury at law that the foregoing information is true and correct to the best of my knowledge, and I am competent to testify as a witness to these matters in a court of law.

Dated: Honolulu, Hawaii: August 26, 2019

Signed:


LEONARD G. HOROWITZ, Complainant, pro se

APPENDIX A: The Bad Faith in the Rule 50(a) MJML

Bad faith was/is demonstrated by Lee's lawyers, Dan O'Phelan and Paul J. Sulla, Jr., who claimed the falsehood that some private dialogue had occurred at the bench or in closed chambers prior to the jury's retirement. This falsehood is controverted by three irrefutable facts in evidence shown in **Exhibits 6 thru 8**. **Exhibit 6** records Judge Ibarra's hearing minutes on April 16, 2008 in which he stated, "A JURY'S VERDICT SHALL NOT BE IMPEACHED." Had judge Ibarra held a private discussion wherein Lee's counsel objected 'strenuously' as alleged in the Rule 50(a) Motion (**Exhibit 7**) then **Judge Ibarra most certainly instructed the jury properly** as shown in **Exhibit 8**. That **Exhibit 8** record controverts the falsehood by distinguishing the "fraud counterclaim" that expressly concerned the two versions of the Agreement for Closing Escrow, from the "misrepresentation counterclaim" of Lee having sold Horowitz a falsely represented "commercial property." **Exhibit 8** proves any falsely claimed 'conference at the bench' to have resulted in Judge Ibarra's clarifying instruction to the jury expressly on the claim of *misrepresentation of commercial operation* (and not fraud pertaining to the Agreement for Closing Escrow that counsel agreed to make mutually applicable). This instruction by the court caused the jury to affirm the Special Verdict Question #10 on February 21, 2008 as shown in **Exhibit 8**.

And two more pieces of evidence of bad faith omissions and misrepresentations, frank lying, in order to deprive Horowitz et. al. of the \$200,000 jury award is shown in the Appellee's 50(a) Motion on page 5 of **Exhibit 7** that reads:

Plaintiff objected to the jury instruction being include[d] in his filed "Plaintiff's Objections to Defendant's Jury Instructions and Acceptance of the Defendant's Jury Instruction Defining Fraud with the Condition that it Be Made Applicable to Both Parties." See Attached Exhibit E, page 2, paragraph #2 which states as follows:

"Objection to defendant's instructions 2-5, 11, 14 15. These instructions relate to a claim that is not identified in the Defendant's filed counterclaims. Defendant did not claim that there was failure to disclos[e] material defects in his complaint or concealment of material defects, or misrepresentation regarding the disclosure of material defects. . . ."

In fact, ***the Court ruled that all of Defendant's proposed jury instructions that related to fraud and misrepresentation with respect to the sale of the property, concealment of defects, and or misrepresentation regarding the disclosure of material defects were stricken.*** [Emphasis added to highlight falsity.]

The bolded statement was false. The Ibarra Court only struck the issue of ***material defects*** in the physical Property sold. It was sold "As Is." Construction problems were struck, not fraud or

misrepresentation in the sale of the Property. These two separate counterclaims were, by the parties' agreement prior to trial, adjudicated as two different matters: (1) ***fraud*** in the altering of the Agreement for Closing Escrow to bring the judicial foreclosure; and (2) ***misrepresentation*** in the sale of the "commercial" Property that Judge Ibarra clarified for jurors as a separate claim as **Exhibit 8** shows.

In fact, the Appellee's acceptance of the revised Jury Instructions and Special Verdict Form "Defining Fraud with the Condition that it Be Made Applicable to Both Parties" conferred consent to the Jury Instruction #10 as shown in the subject 50(a) Motion (**Exhibit 7**) AND in **Exhibit 8**. BUT **Exhibit 8** was ***purposely omitted in bad faith by Lee/O'Phelan*** because it evidences Judge Ibarra's *personal instruction to jurors to affirm their ruling on misrepresentation* of the "commercial property" that was not a legally operated business contrary to Lee's misrepresentation to Horowitz.

Attorney O'Phelan purposely intermingled these *separate matters* of fraud or misrepresentation to bamboozle everyone and gain the \$200,000 funds conversion (i.e., jury award 'vacation') by deceit. It is completely unreasonable to assert the Rule 50(a) Motion was made timely based on this deceptive pleading—a filing that *purposely omitted* this most "substantial evidence" proving the untimeliness of the Rule 50(a) motion, the lack of the court's jurisdiction to grant this untimely motion, and the injustice committed and continued by the ICA in "waiving" this issue on Appeal.

"Conduct which forms a basis for inference is evidence. Silence is often evidence of the most persuasive character." *United States ex rel. Bilokumsky v. Tod*, 263 US 149 – Supreme Court 1923 (at 154). The Appellee's co-counsel 'silenced' Judge Ibarra's answer and instruction to the jury in Question #1 in the MJML Rule 50(a) filing (**Exhibit 7**). They did the same in subsequent pleadings and filings to *defraud* the courts. Their purpose was to deprive Horowitz of his \$200,000 jury award, generate false Mortgage debt, feign Horowitz's 'default' on the Mortgage and Note, all concealed and 'silenced' by the ICA's 'waiving' its duty to inspect this 'substantial evidence' in the ROA. All of this is purposely disregarded and concealed by the Tribunal with scienter.

To contest scienter, that is, *mens rea* in 'overlooking' the substantial evidence in the ROA in this instance, would unreasonably argue Judges Ginoza, Fujise and Leonard are generally incompetent to serve in the Supreme Court's appellate division.

LEONARD G. HOROWITZ
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108
Tel: 310-877-3002;
Email: Editor@MedicalVeritas.org

**IN THE CIVIL RIGHTS COMMISSION OF THE STATE OF HAWAII
CASE NOS. CAAP-0000162 (CIV. NO. 05-1-0196), CAAP-16-0000163
(CIV. NO. 14-1-0304), CIV. NO. 12-1-0417, AND CAAP-18-0000584 (CIV. NO. 17-1-0407,
SCWC-16-0000162,**

LEONARD G. HOROWITZ	) For Alleged Deprivation of
Complainant	) Rights and Properties
)
vs.)
	) AFFIDAVIT OF
SEVEN HAWAII JUDGES	) LEONARD G. HOROWITZ
Respondents)

AFFIDAVIT OF LEONARD G. HOROWITZ IN SUPPORT OF COMPLAINT

I, LEONARD G. HOROWITZ, under pain of perjury of law, do hereby state and declare as follows:

- 1) I am an individual over the age of twenty-one (21) years, domiciled in California, residing part time in the State and County of Las Vegas, Nevada; compelled by these proceedings to acquire ‘after residence’ part time in Hawaii.
- 2) I am not licensed to practice law before the courts of Hawai‘I, but appear pro se.
- 3) As of 2001, I have been the Overseer and ‘body corporate’ for Defendant-Appellant THE ROYAL BLOODLINE OF DAVID, that currently, legally, is considered to be in “winding-up” following insolvency and dissolution caused by attorney Paul J. Sulla, Jr.’s actions in the courts administered by the Respondents.

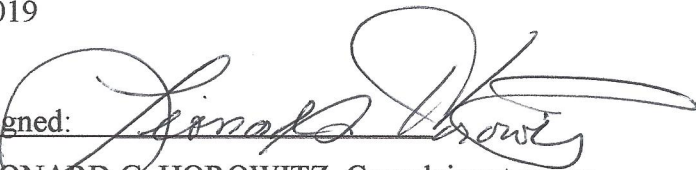
- 4) The facts set forth in the accompanying VERIFIED COMPLAINT are true and correct to the best of my knowledge and belief.
- 5) I file this Complaint not only for my personal interests, to oppose the injustices detailed herein, but for the benefit of others similarly-situated, and society-at-large. I file this respecting the interests of fellow citizens who have contacted me, and my partner Sherri Kane, in recent years after being damaged by similar prejudicial proceedings. Many people have contacted us after being damaged by attorney Paul J. Sulla, Jr. and the courts herein cited. Many people, myself included, are outraged by the corruption surrounding Mr. Sulla, and his corrupting influence upon the courts clearly and convincingly demonstrated in this series of cases demonstrating a pattern and practice of civil rights and property rights deprivations.
- 6) As a reasonable person with advanced training in medicine, public health, and consumer advocacy, I cannot conclude the judicial proceedings addressed here demonstrate “good faith.” There appears to be extreme prejudice and bias evidenced by many obvious, ‘arbitrary,’ and ‘capricious’ ‘errors’ by the named Respondents favoring Mr. Sulla’s wrongdoings, including concealment of him as a real-party-in-interest. Mr. Sulla’s and the courts’ actions have hampered due process and precluded justice as detailed in the attached Complaint.
- 7) Many citizens who have followed my witness in these cases have gained clear impressions of the courts harboring Mr. Sulla, and aiding-and-abetting organized crimes in the process. For example, the Rule 10 ‘red herring’ ‘burden shifting’ advanced by the Tribunal as mentioned in this Complaint conceals substantial probative evidence in the Record on Appeal as a whole. The Court obviously “overextended” Rule 10 to waive the fact-finders’ duty and my due process rights, to deprive me of \$200,000 in funds and finality in these cases. It is unreasonable to believe the ICA, that requires so much precision from litigants and clerks, would overlook the ROA proving that no Rule 50(a) motion was made ‘timely’ to justify robbing me of my \$200,000 jury award. Only malicious intent can reasonably account for this pattern and practice of damaging rulings by the Respondent judges. These now impose upon me and my partner extended lawsuits after a decade of bankrupting prosecutions by Mr. Sulla. The toll these years of struggle, abused processes, and persecution has taken on my life, my

family, partner Sherri Kane, our careers, and capacities to serve society has been enormous. Irreparable harm to us, and severe distress to us, has been tremendous.

- 8) I verify that **Exhibits 1 and 2** are a true and correct copies of the subject JUDGMENT ON APPEAL and MEMORANDUM ORDER (MO) filed July 22, 2019 and May 2, 2019, respectively, by the Court.
- 9) **Exhibit 3** is a true and correct copy of the Court's ORDER DENYING THE MAY 12, 2019 MOTION FOR RECONSIDERATION filed May 17, 2019.
- 10) **Exhibit 4** is a true and correct copy of Appellants' Opposition to Appellee's Motion to Compel Appellants to Order Transcripts filed June 6, 2016.
- 11) **Exhibit 5** is a true and correct copy of "Appellee Jason Hester's Motion to Compel Appellants to Order Transcripts . . ." filed June 27, 2016 in the 0162 appeal by Disqualified counsel Paul J. Sulla, Jr., showing Judge Daniel R. Foley "DENIED" this motion.
- 12) **Exhibit 6** is a true and correct screenshot of Judge Ibarra's "Hearing Minutes" dated April 16, 2008, recording the court's decision to deny the Appellee's Motion for Judgment As a Matter of Law or Alternatively New Trial . . ." that states: "COURT DENIED MOTION. THERE IS NO AUTHORITY, FURTHER MORE, A JURY'S VERDICT SHALL NOT BE IMPEACHED, THE JURY WAS POLLED."
- 13) **Exhibit 7** is a true and correct copy of Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's Counterclaim for Fraud and Misrepresentation, filed March 11, 2008 in the trial court.
- 14) **Exhibit 8** is a true and correct copy of the Single Jury Question, and Judge Ibarra and the Parties' Approved Express Jury Instruction on MISREPRESENTATION" filed February 21, 2008 by the jury foreperson.
- 15) **Exhibit 9** is a true and correct copy of attorney Sulla's Motion for Substitution of Plaintiff attaching the falsely warranted Assignment of Mortgage, and Assignment of Note into 'Revitalize' formed untimely using an "altered" and forged set of Articles of Incorporation, filed July 16, 2009.
- 16) **Exhibit 10** is a true and correct copy of the forensic document examiner's "Declaration of Beth Chrisman" showing substantial probative evidence of attorney Sulla having "altered" (and forged) the Articles of Incorporation of the "Foreclosing Mortgagee" ('Revitalize').

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

Dated: Honolulu Hawaii: August 26, 2019

Signed: 
LEONARD G. HOROWITZ, Complainant pro se

(Notary page follows.)

State of Hawaii

County of Honolulu }

On August 26, 2019, before me, Michelle C. Gono,
(here insert name of notary)

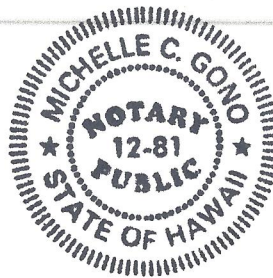
personally appeared Leonard G Horowitz
(name(s) of Signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michelle Gono (SEAL)

My Commission Expires: MAR 04 2020



This area for Official Notarial Seal

NOTARY PUBLIC CERTIFICATION

Doc. Date: 08/26/2019

Pages: 177

Notary Name: Michelle C. Gono

Judicial Circuit: 1st

Doc. Description: Horowitz v. Seven Hawaii Judges
for deprivation of civil rights and properties

Notary Signature: Michelle Gono

Date: 8/26/19



**INDEX OF EXHIBITS FOR COMPLAINANT'S
VERIFIED COMPLAINT TO THE CIVIL RIGHTS COMMISSION
OF THE STATE OF HAWAII**

Exhibit Title:	Page No.
1. JUDGMENT ON APPEAL.....	1
2. MEMORANDUM OPINION	4
3. ORDER DENYING APPELLANT'S MOTION FOR RECONSIDERATION.....	25
4. Appellants' Opposition to Appellee's Motion to Compel Appellants to Order Transcripts.	27
5. Judge Foley's Denial of Appellee's Motion to Compel Appellants to Order Transcripts filed June 27, 2016.....	32
6. Judge Ibarra's Hearing Minutes of April 16, 2008 Denying Lee's Rule 50(a) Arguments stating "A JURY'S VERDICT SHALL NOT BE IMPEACHED.....	34
7. Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's Counterclaim for Fraud and Misrepresentation.....	35
8. Single Jury Question, and Judge Ibarra and the Parties' Approved Express Jury Instruction on MISREPRESENTATION".....	81
9. Sulla's Motion for Substitution of Plaintiff Attaching Falsely Warranted Mortgage, Assignment of Note into Revitalize Formed Untimely Using an Altered and Forged Set of Articles of Incorporation.....	83
10. Forensic Document and Handwriting Expert Beth Chrisman's Analysis and Declaration Confirming Forgery and Alterations of Page Numbers and Dates in the Sulla-filed Articles of Incorporation for 'Revitalize'	119

Electronically Filed
Intermediate Court of Appeals
CAAP-18-0000584
22-JUL-2019
08:08 AM

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

Exhibit 1

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. 17-1-0407)

JUDGMENT ON APPEAL

(By: Ginoza, Chief Judge, for the court¹)

Pursuant to the Memorandum Opinion of this court
entered on May 2, 2019:

(1) In CAAP-16-0000162, arising from Civil No.
05-1-0196, the "Fifth Amended Final Judgment", entered on
March 4, 2016, by the Circuit Court of the Third Circuit, is
affirmed.

(2) In CAAP-16-0000163, arising from Civil No.
14-1-0304, the December 30, 2015 "Final Judgment", solely as it
pertains to the May 27, 2015 "Order Granting in Part and Denying
in Part Plaintiff's Motion for Summary Judgment", is vacated.²

¹ Ginoza, Chief Judge, Fujise and Leonard, JJ.

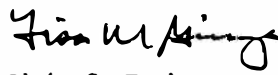
² The Final Judgment, filed on December 30, 2015, states that the
"Order Granting in Part and Denying in Part Plaintiff's Motion for Summary
Judgment" was filed on August 28, 2015, but this appears to be an incorrect
date because the record reflects that this order was filed on May 27, 2015.

This case is remanded to the Circuit Court of the Third Circuit for further proceedings consistent with the Memorandum Opinion.

(3) In CAAP-18-0000584, arising from Civil No. 17-1-0407, the case is remanded to the Circuit Court of the Third Circuit for further proceedings as the circuit court deems necessary in light of the Memorandum Opinion.

DATED: Honolulu, Hawai'i, July 22, 2019.

FOR THE COURT:


Chief Judge

Electronically Filed
Intermediate Court of Appeals
CAAP-18-0000584
02-MAY-2019
09:20 AM

NOS. 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

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

and

Exhibit 2

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. 17-1-0407)

MEMORANDUM OPINION

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

These consolidated appeals¹ arise from over a decade of legal proceedings primarily between Jason Hester (**Hester**), both individually and as "successor Overseer" of "the Office of the Overseer, A Corporate Sole and His Successors, Over/For The Popular Assembly of Revitalize, A Gospel of Believers" (**Revitalize**); Leonard G. Horowitz (**Horowitz**); and the Royal Bloodline of David (**RBOD**).² The appeals relate to two parcels of land (**subject property**)³ that the RBOD had purchased from Cecil L. Lee (**Lee**) in 2004. The purchase was financed by two promissory notes executed by Horowitz, as "Overseer" of RBOD, in

¹ CAAP-16-0000162, CAAP-16-0000163, and CAAP-18-0000584 were consolidated on appeal by an Order of Consolidation dated December 18, 2018.

² Horowitz represents that the RBOD is "an ecclesiastic corporation" that was incorporated on October 31, 2001 in the State of Washington, and dissolved on September 17, 2012, with Horowitz being its sole member.

³ The subject property consists of two parcels of land designated on the tax maps for the State of Hawai'i as TMK: (3)1-3-001:049 and (3)1-3-001:43 and are situated in the County of Hawai'i. The record reflects that the parcels are 1.32 acres and 16.55 acres respectively.

favor of Lee, and secured by a mortgage on the subject property. The Mortgage, dated January 15, 2004, designated the RBOD as the "Borrower" and Lee as the "Lender" in this transaction. These appeals arise out of three separate actions related to the subject property and underlying mortgage, as explained below.

CAAP-16-0000162 arises from a judicial foreclosure action initiated by original mortgagee Lee on June 15, 2005, against Horowitz, RBOD, and Jacqueline Horowitz⁴ in the Circuit Court of the Third Circuit (**circuit court**)⁵ for numerous alleged non-monetary violations of the mortgage agreement. In February 2008, the case proceeded to bench trial where the circuit court denied Lee's claim for foreclosure as to all defendants, but granted other equitable relief in light of the defendants' non-monetary breaches of the mortgage agreement. That same month, an advisory jury trial was held in which the jury determined, in relevant part, that Lee was liable to Horowitz, RBOD, and Jacqueline Horowitz on their counterclaim for fraud and misrepresentation and awarded the defendants \$200,000.00 in damages. Subsequently, the circuit court vacated the jury award by granting a judgment as a matter of law pursuant to Hawai'i Rules of Civil Procedure (**HRCP**) Rule 50. Moreover, upon the death of Lee in 2009, the circuit court allowed Hester, as "successor Overseer" to Revitalize, to be substituted as Plaintiff.⁶ Horowitz and RBOD appeal in CAAP-16-0000162.

CAAP-16-0000163 arises from a Quiet Title and Ejectment action initiated by Hester, individually, on August 11, 2014, against Horowitz, RBOD, Sherri Kane (**Kane**), and Medical Veritas

⁴ Defendant/Counterclaim-Plaintiff Jacqueline L. Horowitz is not a party to this appeal.

⁵ The Honorable Ronald Ibarra presided in all proceedings relevant to CAAP-16-0000162.

⁶ The record reflects that in May 2009, Lee created Revitalize, a nonprofit corporation sole pursuant to HRS Chapter 419, naming himself as the "overseer" and Hester as the "successor Overseer." Also in May 2009, Lee assigned to Revitalize all of his interest in the promissory notes and mortgage on the subject property. On June 27, 2009, Lee passed away.

International, Inc. in the circuit court.⁷ In this case, Hester asserts he has title to the subject property following a non-judicial foreclosure conducted by Revitalize in 2010 due to RBOD's payment default of the mortgage agreement, and a subsequent transfer of the subject property by Revitalize in 2011, to Hester, individually. In this action, the circuit court entered judgment in favor of Hester, and entered a writ of ejectment removing all defendants from the subject property, giving rise to the appeal in CAAP-16-0000163.

Finally, CAAP-18-0000584 arises from a petition to expunge documents brought by Hester, individually, against Horowitz, individually, on July 26, 2016 in the Circuit Court of the First Circuit (**first circuit court**).⁸ This case was eventually transferred to the third circuit court,⁹ and Hester sought to expunge two affidavits filed by Horowitz in the Bureau of Conveyances pertaining to the subject property. The circuit court eventually entered summary judgment in favor of Hester, giving rise to CAAP-18-0000584.

I. CAAP-16-0000162

In CAAP-16-0000162, Defendants/Counterclaim-Plaintiffs Horowitz and the RBOD appeal from the "Fifth Amended Final Judgment" (**Final Foreclosure Judgment**) entered by the Circuit Court of the Third Circuit on March 4, 2016, which resolved all claims between Plaintiff/Counterclaim-Defendant Hester, Defendant/Counterclaim-Plaintiffs Horowitz, RBOD, and Jacqueline L. Horowitz, and Intervenor-Defendant/Intervenor-Plaintiff/Counterclaim-Defendant Philip B. Maise (**Maise**) in the

⁷ The Honorable Ronald Ibarra, Elizabeth A. Strance, and Melvin Fujino presided in the relevant proceedings in CAAP-16-0000163.

⁸ The Honorable Virginia L. Crandall presided in the relevant First Circuit Court proceedings in CAAP-18-0000584.

⁹ The Honorable Henry T. Nakamoto presided in the relevant Third Circuit Court proceedings in CAAP-18-0000584.

judicial foreclosure action regarding the subject property.¹⁰ In this appeal, Horowitz and RBOD contend that: (1) the circuit court erred in granting Hester's HRCF Rule 50 Motion for Judgment as a Matter of Law vacating the \$200,000 jury award for damages in favor of the defendants; and (2) Hester lacks standing to prosecute the judicial foreclosure action, both as an individual and as "successor Overseer" of Revitalize.

In the June 15, 2005 "Complaint for Foreclosure", the original mortgagee Lee asserted six causes of action against all defendants relating to a number of alleged non-monetary breaches to the mortgage agreement.¹¹ In response, Horowitz, RBOD and Jacqueline Horowitz filed a counterclaim against Lee, asserting causes of action in fraud and misrepresentation, and abuse of process and malicious prosecution.

The case proceeded to a bench trial, where the circuit court concluded that although the defendants had violated non-monetary terms and conditions of the mortgage, foreclosure would be unjust. Instead, the circuit court fashioned alternative equitable remedies given the breaches. An advisory jury panel ruled on other causes of action brought in Lee's complaint and the Defendants' counterclaims. The jury determined, *inter*

¹⁰ Jacqueline L. Horowitz and Maise are not parties to this appeal.

¹¹ While the "Complaint for Foreclosure" appears to only allege a cause of action for foreclosure, it appears that the circuit court and the parties interpreted the complaint as asserting causes for action for: 1) foreclosure; 2) breach of contract; 3) waste; 4) fraud and misrepresentation; 5) conspiracy and; 6) trespass to chattels, as evidenced in the "Fifth Amended Final Judgment".

In the "Complaint for Foreclosure", Lee alleges that RBOD and Horowitz: made additions to the property without obtaining the necessary permits from the county of Hawai'i, thus subjecting the property to increased liability and a substantial loss of value; engaged in illegal and unlicensed business activities on the property, thus subjecting it to liability and substantial loss of value; violated the mortgage agreement by failing to obtain and maintain fire and extended peril insurance coverage on the property; conspired with Maise to unlawfully deprive Lee of his receipt of mortgage payments, trespassed on Lee's chattels, and defrauded Lee; and fraudulently altered and inserted a legal addendum into the mortgage agreement that Lee did not agree to or authorize.

alia,¹² that Lee was liable to Horowitz, RBOD, and Jacqueline Horowitz for fraud and misrepresentation, and awarded the defendants \$200,000.00 in damages.

Following the trial, Lee filed "Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's [sic] July 6, 2006 Counterclaim for Fraud and Misrepresentation", asserting that Lee was entitled to a judgment as a matter of law (**JMOL**) pursuant to HRCF Rule 50 as to the defendants' counterclaim for fraud and misrepresentation because such claim was not sufficiently pled. Following two re-submissions of the motion for JMOL, and a number of amended judgments, the circuit court eventually granted Lee's motion for JMOL as to the defendants' counterclaim of fraud and misrepresentation, and vacated the jury's \$200,000.00 damage award in favor of the defendants.

During the post-trial litigation, Lee died and Lee's counsel, Paul J. Sulla, Jr. (**Sulla**), filed a "Motion for Substitution of Plaintiff", requesting that the court substitute Revitalize, with Hester as successor Overseer of Revitalize, as plaintiff in place of Lee. The motion asserts that Lee had assigned his interest in the promissory notes and mortgage for the subject property to Revitalize prior to his death, and that Hester, purportedly Lee's nephew, was "successor Overseer" of Revitalize. On August 31, 2009, the circuit court, with no objections on the record from any defendants, granted the motion for substitution, thus substituting Revitalize, with Hester as successor Overseer of Revitalize, as plaintiff.

¹² The jury made the following findings: 1) that Lee was entitled to foreclosure on the subject property against Horowitz, RBOD, and Jacqueline Horowitz; 2) Horowitz, RBOD, and Jacqueline Horowitz were liable to Lee for trespass to chattels in the amount of \$400.00; 3) Horowitz, RBOD, and Jacqueline Horowitz were not liable to Lee for fraud; and 4) Lee was liable to Horowitz, RBOD, and Jacqueline Horowitz for "fraud and misrepresentation", in the amount of \$200,000.00.

Although the jury's special verdict form indicates that the jury determined that Lee was entitled to a foreclosure of the mortgage as prayed for in his complaint, it appears that the circuit court denied such relief under equitable principles.

In its "Fifth Amended Final Judgment", the circuit court ultimately resolved all claims as to all parties in this foreclosure action, and, in relevant part: denied Revitalize's claim for foreclosure against all defendants; and entered judgment in favor of Revitalize on the defendants' counterclaims for fraud and misrepresentation, vacating the \$200,000.00 jury award pursuant to the circuit court's Order Granting Plaintiff's JMOL.

The circuit court's grant of JMOL pertaining to the defendants' counterclaim of fraud and misrepresentation, the vacating of the corresponding jury award, and the substitution of Revitalize (with Hester as successor Overseer) as plaintiff, give rise to the points of error in the Judicial Foreclosure action.

A. HRCF Rule 50 Motion for Judgment as a Matter of Law

In their first point of error in CAAP-16-0000162, Horowitz and RBOD argue that the circuit court erred in granting Revitalize's July 29, 2008 "Notice of Re-Submission of Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation", and its subsequent vacating of the corresponding jury award, because Lee failed to make a motion for JMOL prior to the case being submitted to the jury pursuant to HRCF Rule 50(a)(2). However, the appellants do not provide a transcript of the proceedings below, or any citation in the record that can corroborate such claim.¹³

It is the responsibility of each appellant "to provide a record, as defined in Rule 10 of [the Hawai'i Rules of Appellate Procedure (**HRAP**)] and the Hawai'i Court Records Rules, that is sufficient to review the points asserted and to pursue appropriate proceedings in the court or agency appealed from to correct any omission." HRAP Rule 11(a).

¹³ On March 20, 2016, appellants Horowitz and RBOD filed in the Intermediate Court of Appeals its "Certificate that No Transcripts are to be Prepared" pursuant to HRAP 10(b)(2).

Based on the foregoing, Horowitz and RBOD's first point of error in the Judicial Foreclosure Action is deemed waived:

B. Hester's Standing as Substitute Plaintiff

In their second point of error, Horowitz and RBOD contend that Hester lacks standing, both as an individual and as "successor Overseer" of Revitalize, to prosecute this judicial foreclosure. Horowitz and RBOD's challenge to Hester's standing appears to be based on their contentions that Hester lacks any familial relationship to the predecessor plaintiff Lee, and that the assignment of the subject mortgage from Lee to Revitalize was invalid. These arguments are without merit.

We first note that Hester's familial kinship with Lee is irrelevant to this judicial foreclosure action, as the circuit court substituted Revitalize as plaintiff, with Hester as "successor Overseer" to Revitalize, and not as an individual. Accordingly, Hester's standing as an individual, and likewise his familial kinship to Lee, is immaterial to this case.

As to Horowitz and RBOD's contentions regarding the validity of the assignment of the subject mortgage from Lee to Revitalize, our case law makes clear that, in a judicial foreclosure, borrowers do not have standing to challenge the validity of an assignment of their loans because they are not parties to the agreement. U.S. Bank N.A. v. Mattos, 140 Hawai'i 26, 35, 398 P.3d 615, 624 (2017); U.S. Bank. Nat. Ass'n v. Salvacion, 134 Hawai'i 170, 174-75, 338 P.3d 1185, 1189-90 (App. 2014). As such, Horowitz and RBOD's challenge to Hester's standing in the judicial foreclosure action is without merit.

Based on the foregoing, the "Fifth Amended Final Judgment [on the Judicial Foreclosure action]", entered on March 4, 2016 by the Circuit Court of the Third Circuit is affirmed.

II. CAAP-16-0000163

In CAAP-16-0000163, Defendants/Counterclaim Plaintiffs Horowitz and Kane, and Defendant RBOD appeal from a "Final Judgment" (**Quiet Title Judgment**) entered in favor of Plaintiff/Counterclaim-Defendant Hester in the circuit court on

December 30, 2015. In this appeal, Horowitz, Kane, and RBOD contend that the circuit court erred in: (1) not dismissing the quiet title action in light of the prior judicial foreclosure action; (2) not vacating the entry of default entered against RBOD; (3) denying Horowitz and Kane's motion to amend their original answer; (4) granting Hester's motion for summary judgment where there existed substantial questions of material facts; and (5) entering judgment where Hester's standing to bring the quiet title action remained in dispute.

A. Quiet Title Action

On August 11, 2014, Hester, individually, filed a "Complaint to Quiet Title and For Summary Possession and Ejectment" (**Quiet Title Complaint**) against Horowitz, RBOD,¹⁴ Kane, and Medical Veritas International, Inc. (**Medical Veritas**) in the circuit court. The Quiet Title Complaint asserts causes of action: 1) to quiet title; 2) based on tenants at sufferance; and 3) for trespass against all defendants.

In the Quiet Title Complaint, Hester alleges that the time period for repaying the underlying promissory notes for the purchase of the subject property had expired on January 14, 2009, "with an outstanding balance still due and owing to Lee", and that guarantor Horowitz had failed to make delinquent payments resulting in RBOD's default. Hester further alleges that following RBOD's default, Revitalize had obtained ownership of the subject property through a power of sale in a non-judicial foreclosure conducted under Hawaii Revised Statutes (**HRS**) §§ 667-5 through 667-10 against RBOD on April 20, 2010, subsequent to which Revitalize executed and recorded a quitclaim deed in favor of Hester, individually, making Hester the owner of the subject property.¹⁵

¹⁴ RBOD apparently was dissolved at the time the Quiet Title Complaint was filed.

¹⁵ The quitclaim deed from Revitalize to Hester was recorded in the Bureau on June 14, 2011.

The Quiet Title Complaint identifies Horowitz and Kane as individuals who allege to have obtained an interest in the subject property through an invalid quitclaim deed executed by RBOD in their favor after the April 20, 2010 non-judicial foreclosure sale, and who had continued to occupy and withhold possession of the subject property from Hester. Medical Veritas is identified as a California nonprofit corporation that Horowitz and Kane had purportedly executed a lease with to conduct its business operations on the subject property.¹⁶

On September 17, 2014, the circuit court clerk entered default against Medical Veritas and RBOD, as both parties had failed to file an answer to the Quiet Title Complaint. On March 12, 2015, RBOD and Medical Veritas filed a "Motion to Vacate Default entered September 23, 2014, Against Defendants the Royal Bloodline of David and Medical Veritas International, Inc." (**Motion to Vacate Default**). Medical Veritas and RBOD again requested that the court vacate the entry of default in an April 10, 2015 "Counsel's Declaration in Support of Co-Defendants Opposition to Motion for Summary Judgment". On May 27, 2015, the circuit court denied the Motion to Vacate Default.¹⁷

In the meantime, on August 21, 2014, Horowitz and Kane filed an answer and twenty counterclaims in their "Defendants/Counterclaimants Answer, Affirmative Defense, and Counterclaims to Paul J. Sulla, Jr. and Jason Hester's Conspiracy to Commit Theft Under Color of Law" (**Horowitz/Kane Answer**). On September 12, 2014, Horowitz and Kane apparently filed a notice of removal in the U.S. District Court for the District of Hawaii, seeking to remove the case from the circuit court. The Quiet Title action was remanded back to the circuit court on

¹⁶ Medical Veritas is not a party on appeal in CAAP-16-0000163.

¹⁷ We note that the circuit court's order denying Medical Veritas and RBOD's Motion to Vacate Default incorrectly refers to the date of the entry of default as September 23, 2014. The record indicates that default was entered against RBOD and Medical Veritas on September 17, 2014.

January 13, 2015, as the U.S. District Court determined that it lacked subject-matter jurisdiction.

On January 26, 2015, Horowitz and Kane filed their "Motion to Amend Answer and Join Indispensible Party Paul J. Sulla, Jr. and Herbert M. Ritke" (**Motion to Amend Answer**), requesting the circuit court, *inter alia*, allow them leave to amend their answer and counterclaims. The circuit court eventually denied the Motion to Amend Answer, and dismissed all counterclaims asserted in the Horowitz/Kane Answer.

On March 9, 2015, Hester filed "Plaintiff/Counterclaim Defendant Jason Hester's Motion for Summary Judgment" (**Hester's Quiet Title MSJ**) against all defendants. On May 27, 2015 the circuit court entered its "Order Granting in Part and Denying in Part Plaintiff's Motion for Summary Judgment" (**Order Granting Hester's Quiet Title MSJ**), which includes, *inter alia*, a provision that Hester is entitled to a writ of ejectment that would remove all the defendants from the subject property.¹⁸ Accordingly, on December 30, 2015, the circuit court entered its "Final Judgment" (**Quiet Title Judgment**) pursuant to the: 1) Entry of Default against Medical Veritas and RBOD; 2) Order Granting Plaintiff's Motion to Dismiss Counterclaims; and 3) Order Granting Hester's Quiet Title MSJ.

B. Preclusion of the Quiet Title Action under *res judicata*

In their first point of error, appellants Horowitz, Kane, and RBOD contend that the circuit court erred in not dismissing the Quiet Title Action in light of the prior Judicial Foreclosure action that ultimately denied the remedy of foreclosure on the subject property. Appellants appear to assert that the subsequent Quiet Title Action is precluded by the doctrine of *res judicata*. We disagree.

¹⁸ The circuit court's Order Granting Hester's Quiet Title MSJ was granted as to Hester's cause of action for tenants at sufferance and cause of action to quiet title, and denied as to Hester's cause of action for trespass. Hester's trespass claim was voluntarily dismissed pursuant to the circuit court's "Order Granting Plaintiff Jason Hester's Motion for Voluntary Dismissal of Trespass Claim", filed August 28, 2015.

The prior judicial foreclosure was related to Horowitz and RBOD's alleged non-monetary breaches of the mortgage agreement (see footnote 11), whereas the Quiet Title Action and underlying non-judicial foreclosure were based on the appellants' alleged monetary default that occurred subsequent to the judicial foreclosure. Accordingly, this case is not precluded by the doctrine of *res judicata* because the claim at issue in the prior judicial foreclosure action was not identical to the claim in this subsequent Quiet Title Action. Cf. E. Sav. Bank, FSB v. Esteban, 129 Hawai'i 154, 159, 296 P.3d 1062, 1067 (2013) (explaining that a "party asserting claim preclusion has the burden of establishing that (1) there was a final judgment on the merits, (2) both parties are the same or in privity with the parties in the original suit, and (3) the claim decided in the original suit is identical with the one presented in the action in question" (emphasis added) (citation omitted)).

C. Entry of Default against RBOD

In their second point of error, Horowitz, Kane and RBOD contend that the circuit court erred in not vacating the entry of default against RBOD. We deem this issue as moot, as both the parties and the record indicate that RBOD was dissolved prior to the initiation of the Quiet Title Action, and remains dissolved. Thus, any further adjudication as to its interests in the subject property is immaterial. See McCabe Hamilton & Renny Co., Ltd. v. Chung, 98 Hawai'i 107, 116, 43 P.3d 244, 253 (App. 2002) (noting that "[t]his court may not decide moot questions or abstract propositions of law." (Citations omitted)).

D. Quiet Title - Summary Judgment

We review the circuit court's grant or denial of summary judgment *de novo*. Kondaur Capital Corp. v. Matsuyoshi, 136 Hawai'i 227, 240, 361 P.3d 454, 467 (2015). "Summary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment

as a matter of law." Id. (citations and brackets omitted). "The moving party has the initial burden of 'demonstrating the absence of a genuine issue of material fact.'" Id. (citation omitted). "Only with the satisfaction of this initial showing does the burden shift to the nonmoving party to respond 'by affidavits or as otherwise provided in HRCP Rule 56, . . . setting forth specific facts showing that there is a genuine issue for trial.'" Id. at 240-41, 361 P.3d at 467-68 (citation, emphasis, and brackets omitted, ellipses in original).

Based on our *de novo* review of the record, we conclude that the underlying non-judicial foreclosure on the subject property was deficient under Kondaur, and as such the circuit court erred in granting Hester's Quiet Title MSJ.

In order to maintain an ejectment action, the plaintiff must: (1) prove that he or she owns the parcel in issue, meaning that he or she must have the title to and right of possession of such parcel; and (2) establish that possession is unlawfully held by another. Kondaur, 136 Hawai'i at 241, 361 P.3d at 468. In a self-dealing transaction, where the mortgagee is the purchaser in a non-judicial foreclosure sale, the mortgagee has the "burden to prove in the summary judgment proceeding that the foreclosure 'sale was regularly and fairly conducted in every particular.'" Id. (citation omitted). "A prima facie case demonstrating compliance with the foregoing requirements [shifts] the burden to [the mortgagor] to raise a genuine issue of material fact." Id. at 242, 361 P.3d 469.

Here, Revitalize, with Hester as Overseer, was both the foreclosing mortgagee and the highest bidder at the non-judicial foreclosure sale on April 20, 2010. The Mortgagee's Affidavit of Foreclosure Under Power of Sale recorded on May 11, 2010, states that the subject property was sold at public sale to "John Hester, Overseer [for Revitalize] for \$175,000.00, which was the highest bid at said sale." Subsequently, on June 14, 2011, Revitalize transferred its interest in the subject property to Hester, individually, by way of a quitclaim deed. Thus, in

moving for summary judgment, Hester had the initial burden to establish that the non-judicial foreclosure was conducted in a manner that was fair, reasonably diligent, and in good faith, and to demonstrate that an adequate price was procured for the property. See id. at 241-43, 361 P.3d at 468-70; JPMorgan Chase Bank, Nat. Ass'n v. Benner, 137 Hawai'i 326, 327-29, 372 P.3d 358, 359-61 (App. 2016).

As in Kondaur, the Mortgagee's Affidavit of Foreclosure Under Power of Sale prepared and submitted by Revitalize fails to provide evidence concerning the adequacy of, *inter alia*, the purchase price. Kondaur, 136 Hawai'i at 242-43, 361 P.3d at 469-70; see also Benner, 137 Hawai'i at 328, 372 P.3d at 360 (finding a similar foreclosure affidavit was insufficient to establish that the sale was conducted in a manner that was fair, reasonably diligent, and in good faith, and that the purchase price was adequate).

Hester thus failed to satisfy his initial burden of showing that the non-judicial foreclosure sale was conducted in a manner that was fair, reasonably diligent, and in good faith, and that Revitalize had obtained an adequate price for the Property. In turn, the burden never shifted to the defendants to raise any genuine issue of material fact. Thus, the circuit court erred in its "Order Granting in Part and Denying in Part Plaintiff's Motion for Summary Judgment". Given this ruling, we need not address the appellants' other points of error asserted in CAAP-16-0000163.

Based on the foregoing, the Circuit Court of the Third Circuit's "Final Judgment [on the Quiet Title action]" entered on December 30, 2015, solely as it pertains to the May 27, 2015 "Order Granting in Part and Denying in Part Plaintiff's Motion for Summary Judgment" is vacated. This case is remanded to the circuit court for further proceedings consistent with this Memorandum Opinion.

III. CAAP-18-0000584

Finally, in CAAP-18-0000584, Defendant-Appellant Horowitz, *pro se*, appeals from the "Final Judgment" (**Expungement Judgment**) entered in favor of Plaintiff-Appellee Hester in the circuit court on July 26, 2018. In this appeal, Horowitz contends that the circuit court erred in: (1) granting Hester's motion for judgment on the pleadings, or in the alternative for summary judgment because it lacked personal jurisdiction over the parties; (2) failing to perform an "inquiry reasonable" into Hester's counsel Sulla's alleged interest in the subject property and case; (3) granting two *ex parte* motions filed by Hester because it violated relevant civil procedure rules and Horowitz's constitutional rights; and (4) denying Horowitz's motion for sanctions against Sulla.

A. Expungement Action

CAAP-18-0000584 arises from a "Petition to Expunge Documents Recorded in the Bureau of Conveyances of the State of Hawaii" (**Petition to Expunge**) filed by Hester against Horowitz on July 26, 2016, in the Circuit Court of the First Circuit (**first circuit court**). In the Petition to Expunge, Hester alleges that Horowitz had filed an "Affidavit of Leonard G. Horowitz (Lis Pendens on Real Property)" in the Hawai'i Bureau of Conveyances (the **Bureau**) on June 6, 2016, that includes false and misleading information meant to cloud Hester's title to the subject property. Hester alleges that the documents filed by Horowitz constitutes an invalid nonconsensual common law lien pursuant to HRS § 507D-5(b) (2018),¹⁹ as they were not accompanied by a

¹⁹ HRS § 507D-5(b) provides:

§507D-5 Requirement of certified court order.

.

(b) Any claim of nonconsensual common law lien against a private party in interest shall be invalid unless accompanied by a certified order from a state or federal court of competent jurisdiction authorizing the filing of nonconsensual common law lien.

certified court order from a state or federal court.

On May 18, 2017, Horowitz responded by filing "Defendant Leonard G. Horowitz's Motion to Dismiss 'Petition to Expunge Documents Recorded in the Bureau of Conveyances of the State of Hawaii'" (**Motion to Dismiss Petition**). On June 27, 2017, Hester filed "Plaintiff's Motion for Judgment on the Pleadings, or in the Alternative, for Summary Judgment on Petition to Expunge Documents Recorded in the Bureau of Conveyances of the State of Hawaii" (**Hester's MSJ**). On September 27, 2017, the first circuit court entered its "Order Granting in Part Defendant's Motion to Dismiss and Denying Without Prejudice Plaintiff's Motion for Judgment on the Pleadings, or in the Alternative, For Summary Judgment" (**Order of Transfer**), granting in part Horowitz's Motion to Dismiss Petition to the extent that the case be transferred to the third circuit court, and denying Hester's MSJ without prejudice.²⁰

On December 13, 2017, Hester filed his "Amended Petition to Expunge Documents Recorded in the Bureau of Conveyances of the State of Hawaii" (**Amended Petition to Expunge**) against Horowitz in the third circuit court. The Amended Petition to Expunge was substantially similar to the original petition, except that it further alleged that since the original petition in the first circuit court, Hester had discovered an "Affidavit of First Lien of \$7,500,000.00 on Real Property TMK: (3) 1-3-001-043 and 049," filed in the Bureau on October 6, 2013, which he additionally seeks to have expunged as a nonconsensual common law lien pursuant to HRS § 507D-5.²¹

²⁰ In its "Order Granting in Part Defendant's Motion to Dismiss and Denying Without Prejudice Plaintiff's Motion for Judgment on the Pleadings, or in the Alternative for Summary Judgment", the first circuit court notes that its dismissal was made "in part relative to venue of this matter only and orders this matter to be transferred to the Third Circuit Court for the State of Hawaii." Accordingly, the order effectuated a transfer of the case to the third circuit court, and was not a dismissal of the action.

²¹ The amended petition further notes that while Hester was the sole owner of the subject property at the time the original petition was filed in
(continued...)

On May 15, 2018, Hester filed two *ex parte* motions requesting an extension of time to serve the Amended Petition to Expunge on Horowitz, and to authorize service by certified mail. In both motions, Hester asserts that he had attempted to serve Horowitz at the physical address noted in Horowitz's notice of change of address filed on March 22, 2018, but service was impossible due to Horowitz's deliberate actions to evade service. The circuit court granted both *ex parte* motions on May 18, 2018, and eventually authorized service on Horowitz by certified mail *nunc pro tunc* to the date of receipt of the original Petition to Expunge *lis pendens*, December 21, 2016.

On April 20, 2018, Horowitz filed a motion for sanctions pursuant to HRCF Rule 11, alleging that Hester's counsel Sulla had violated various court orders and rules of the court in his prosecution of the petition. On June 22, 2018, the circuit court denied Horowitz's motion for sanctions against Sulla.

On June 22, 2018, the circuit court entered its "Findings of Fact, Conclusions of Law and Order Granting Petitioner's Motion for Judgment on the Pleadings, or in the Alternative, For Summary Judgment on Amended Petition to Expunge Documents Recorded in the Bureau of Conveyances of the State of Hawaii" (**Order Granting Petition to Expunge**). On July 26, 2018, pursuant to its Order Granting Petition to Expunge, the circuit court entered its "Final Judgment" (**Expungement Judgment**), entering summary judgment in favor of Hester as to his Amended Petition to Expunge.

B. Personal Jurisdiction over Horowitz

From what we can discern, Horowitz's first point of error in CAAP-18-0000584 appears to assert that: (a) the circuit court lacked personal jurisdiction over Horowitz because Hester never properly served Horowitz with the Amended Petition to

²¹(...continued)
the first circuit court, the current title holder is now Halai Heights, LLC, with Hester retaining an interest in the property as a member.

Expunge pursuant to HRCP Rule 4; and (b) Hester lacks standing. We first note that Horowitz's argument regarding Hester's standing is based on Horowitz's similar argument regarding the prior substitution of Revitalize, with Hester as successor Overseer, in the Judicial Foreclosure action which was previously discussed and rejected above. Thus, we do not further address this contention here.

Because Horowitz's first and third points of error in CAAP-18-0000584 both pertain to the circuit court's jurisdiction over Horowitz, we address both points of error together.

Upon review of the record, we conclude that Horowitz waived the defense of insufficient service of process pursuant to HRCP Rule 12(h)(1). HRCP Rule 12(h)(1) provides:

(1) A defense of lack of jurisdiction over the person, improper venue, insufficiency of process, or insufficiency of service of process is waived (A) if omitted from a motion in the circumstances described in subdivision (g), or (B) if it is neither made by motion under this rule nor included in a responsive pleading or an amendment thereof permitted by Rule 15(a) to be made as a matter of course.

(Emphases added). Horowitz's first appearance in this case occurred when he filed "Defendant Leonard G. Horowitz's Motion to Dismiss 'Petition to Expunge Documents Recorded in the Bureau of Conveyances of the State of Hawaii'" (**First Motion to Dismiss**), on May 18, 2017, in the first circuit court. In Horowitz's First Motion to Dismiss, he asserted a number of defenses under HRCP Rule 12(b), but did not raise the defense of insufficiency of service of process under HRCP Rule 12(b)(5). To the contrary, Horowitz acknowledges in his First Motion to Dismiss that he was served the original petition on December 21, 2016, by certified mail. Horowitz instead raised the issue of insufficiency of service of process in his subsequent "Defendant Leonard G. Horowitz's Motion to Dismiss 'Petition to Expunge Documents Recorded in the Bureau of Conveyances of the State of Hawaii'" (**Second Motion to Dismiss**), filed on January 23, 2018, in the third circuit court, eight months after the First Motion to Dismiss.

Because Horowitz failed to raise the defense of insufficiency of service of process in his First Motion to Dismiss, and continued to actively participate in the proceedings in the circuit court, his assertion on appeal that the circuit court lacked personal jurisdiction is deemed waived. HRCP Rule 12(h)(1); see Rearden Family Trust v. Wisenbaker, 101 Hawai'i 237, 247-48, 65 P.3d 1029, 1039-40 (2003) (holding that a pre-answer motion to dismiss which objected to service of process by registered mail under HRCP Rule 12(b)(5), but omitted the defense of lack of personal jurisdiction under HRCP Rule 12(b)(2), resulted in waiver of the omitted defense); see also Puckett v. Puckett, 94 Hawai'i 471, 480, 16 P.3d 876, 885 (App. 2000) (holding that defendant had waived the improper service issue by not raising it until after he had filed an answer, personally appeared at a hearing, and filed his first motion to dismiss).

**C. Circuit Court's failure to perform
"inquiry reasonable" into Hester's counsel Sulla**

From what we can discern, Horowitz's second point of error in CAAP-18-0000584 appears to assert that the circuit court erred in failing to perform an "inquiry reasonable" into Hester's counsel's alleged personal interest in the subject property and collusion with the circuit court in prosecuting the petitions to expunge Horowitz's documents. In support of his contention, Horowitz relies on numerous unsubstantiated and irrelevant facts that are unsupported by the record, and which provide no basis for this court to review any purported error by the circuit court.

As Horowitz makes no discernable argument as to this point of error, it is deemed waived. See Kakinami v. Kakinami, 127 Hawai'i 126, 144 n. 16, 276 P.3d 695, 713 n. 16 (2012) (citing In re Guardianship of Carlsmith, 113 Hawai'i 236, 246, 151 P.3d 717, 727 (2007) (noting that this court may "disregard a particular contention if the appellant makes no discernible argument in support of that position") (internal quotation marks and brackets omitted))).

D. The circuit court's denial of Horowitz's motion for sanctions under HRCP Rule 11

Finally, we conclude that the circuit court did not abuse its discretion in its order denying Horowitz's motion for sanctions against Hester's attorney, Sulla.²² The only discernable argument that Horowitz makes on appeal pertaining to the order denying sanctions is his contention that Sulla's representation of Hester was in contravention of a Disqualification Order apparently issued by the U.S. District Court in a prior quiet title action, which Horowitz contends warranted sanctions by the circuit court. Such argument provides no discernable basis to impose sanctions pursuant to HRCP 11, and as such the circuit court did not abuse its discretion in its order denying sanctions.

E. Remand in light of our ruling under Kondaur in CAAP-16-0000163

It appears from the record that our ruling above in CAAP-16-0000163 under Kondaur could potentially affect this case. Therefore, although we reject Horowitz's arguments on appeal in CAAP-18-0000584, we conclude it would be prudent to remand this case to the Circuit Court of the Third Circuit for further proceedings as the circuit court deems necessary in light of our rulings in this Memorandum Opinion.

IV. Conclusion

For the reasons discussed above, we conclude that:

(1) In CAAP-16-0000162, the "Fifth Amended Final Judgment", entered on March 4, 2016, by the Circuit Court of the Third Circuit, is affirmed.

²² Horowitz's final point of error in the Expungement Action appears to assert three different arguments, contending that the circuit court: 1) abused its discretion in its order denying sanctions against Hester's counsel, Sulla; 2) neglected Sulla's abuse of process, and; 3) neglected Sulla's Malicious Prosecution. We, however, only address Horowitz's contention pertaining to the circuit court's order denying sanctions, as Horowitz makes no discernable argument in support of the other contentions. See Kakinami, 127 Hawai'i at 144 n. 16, 276 P.3d at 713 n. 16 (citing In re Guardianship of Carlsmith, 113 Hawai'i at 246, 151 P.3d at 727 (noting that this court may "disregard a particular contention if the appellant makes no discernible argument in support of that position") (internal quotation marks and brackets omitted))).

(2) In CAAP-16-0000163, the December 30, 2015 "Final Judgment", solely as it pertains to the May 27, 2015 "Order Granting in Part and Denying in Part Plaintiff's Motion for Summary Judgment", is vacated. This case is remanded to the Circuit Court of the Third Circuit for further proceedings consistent with this Memorandum Opinion.

(3) In CAAP-18-0000584, the case is remanded to the Circuit Court of the Third Circuit for further proceedings as the circuit court deems necessary in light of our rulings in this Memorandum Opinion.

DATED: Honolulu, Hawai'i, May 2, 2019.

CAAP-16-0000162

Margaret (Dunham) Willie,
for Defendants/Counterclaim
Plaintiffs/Appellants.

Paul J. Sulla, Jr.
for Plaintiff/Counterclaim
Defendant/Appellee.

CAAP-16-0000163

Margaret (Dunham) Willie,
for Defendants/Counterclaim
Plaintiffs/Appellants.

Stephen D. Whittaker, AAL,
for Plaintiff/Counterclaim
Defendant/Appellee.

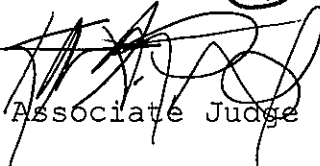
CAAP-18-0000584

Leonard G. Horowitz,
pro se Respondent-Appellant.

Paul J. Sulla, Jr.,
for Petitioner-Appellee.


Chief Judge


Associate Judge


Associate Judge

Electronically Filed
Intermediate Court of Appeals
CAAP-18-0000584
17-MAY-2019
10:30 AM

NOS. CAAP-16-0000162 AND CAAP-16-0000163

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-Defendants/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

Exhibit 3

Exhibits for Writ of Certiori 7-27-19 pg. 25

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

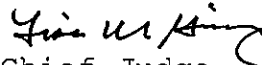
APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CIVIL NO. 17-1-0407)

ORDER DENYING THE MAY 12, 2019 MOTION FOR RECONSIDERATION
(By: Ginoza, Chief Judge, Fujise and Leonard, JJ.)

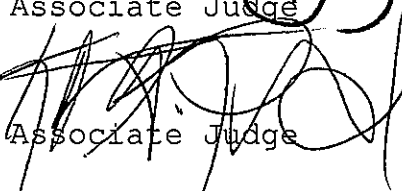
Upon consideration of (1) this court's Memorandum Opinion in these consolidated appeals, filed on May 2, 2019; (2) Appellant Leonard G. Horowitz's (**Horowitz**) "Appellant's Rule 40 Motion and Memorandum For Reconsideration (of the 'Memorandum Opinion' filed May 2, 2019)" (**Motion for Reconsideration**), filed on May 12, 2019, seeking reconsideration of the Memorandum Opinion; (3) the papers in support of the Motion for Reconsideration; and (4) the records and files in this case,

IT IS HEREBY ORDERED that Appellant Horowitz's Motion for Reconsideration is denied. However, an order of correction will be issued to correct a typographical error in the Memorandum Opinion.

DATED: Honolulu, Hawai'i, May 17, 2019.


Chief Judge


Associate Judge


Associate Judge

Margaret (Dunham) Wille #8522

Attorney at Law

65-1316 Lihipali Road

Kamuela, Hawaii 96743

Tel: 808-887-1419

margaretwille@mac.com

Attorney for:

Defendants/Counterclaimants-Appellants

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000162
05-JUN-2016
01:15 PM

INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAII

ICA No. CAAP-16-0000162

JASON HESTER, OVERSEER

Plaintiff/Counterclaim-

Defendant/Appellee

vs.

LEONARD G. HOROWITZ; AND THE

ROYAL BLOODLINE OF DAVID

Defendants/Counterclaimants -

Appellants

) Civ. No. 05-1-0196

) THIRD CIRCUIT COURT

) Appeal of Fifth Amended

) Final Judgment

)

)

) APPELLANTS' OPPOSITION TO

) APPELLEE JASON HESTER'S MOTION

) TO COMPEL APPELLANTS TO ORDER

) TRANSCRIPTS REQUESTED IN

) APPELLEE'S DESIGNATION OF

) ADDITIONAL PARTS OF THE

) TRANSCRIPT TO BE INCLUDED ON

) APPEAL [HRAP Rule 10(b)(4)]

)

) EXHIBITS "A" TO "D"

) CERTIFICATE OF SERVICE.

**APPELLANTS' OPPOSITION TO APPELLEE JASON HESTER'S MOTION
TO COMPEL APPELLANTS TO ORDER TRANSCRIPTS REQUESTED IN
APPELLEE'S DESIGNATION OF ADDITIONAL PARTS OF THE
TRANSCRIPT TO BE INCLUDED ON APPEAL**

COMES NOW Defendants/Counterclaimants-Appellants LEONARD GEORGE HOROWITZ and his ecclesiastical non-profit, ROYAL BLOODLINE OF DAVID (RBOD), hereafter collectively referred to as "Appellants" or "Defendants-Appellants Horowitz-RBOD," by and through their attorney, MARGARET WILLE, opposing Appellee JASON HESTER'S Motion To Compel Appellants To Order Transcripts Requested in Appellee's Designation of Additional Parts of the

Exhibit 4

Transcript to be Included on Appeal, for the following reasons.¹

Appellee Hester argues that the transcripts from the first day of trial (February 12, 2008) and from the last day of trial (February 21, 2008), and a post trial hearing (April 16, 2008) are necessary to respond to Appellants' arguments relating to:

- (1) whether original Plaintiff Lee² complied with Hawaii Rule of Civil Procedure (HRCP) 50(a) Judgment as a Matter of Law (MJML)'s requirement that the motion have first been made before the case was submitted to the jury as a pre-requisite to making a post-judgment MJML; and,
- (2) whether Appellee Hester, as the substitute plaintiff in this case, has standing in the capacity of a proper party as successor to the original Plaintiff seller- mortgagee Cecil Loran Lee.

Appellants Horowitz – RBOD oppose Appellee Hester motion that Appellees be required to order and pay for the above referenced transcripts in order to show that then Plaintiff Lee made a HRCP 50(a) MJML before the case was submitted to the jury. However that position defies all of the written record in the case - given the total absence in the written record of a HRCP Rule 50(a) MJML having been made prior to submission of the case to the jury, and in light of un-refuted specific evidence in the record that such a motion was in fact not made. Appellants Horowitz – RBOD likewise oppose Appellee Hester's request for transcripts to be ordered by Appellants regarding the issue of whether Appellee Hester has standing/proper party status in the capacity of substitute plaintiff for the original mortgagee Lee, given that the requested February and April 2008 dated transcripts are of proceedings that occurred months prior to Appellee Hester making an appearance in the case in July of 2008.

Appellants Horowitz –RBOD believe Appellee is here simply seeking to wear Appellant Horowitz down financially, in terms of not having funds to pay for these transcripts, so that this case may be dismissed for Appellants not having the funds to pay for Appelles' requested transcripts.³

¹ Appellants do not challenge the timeliness of Appellee's Motion To Compel Appellants To Order Transcripts Requested In Appellee's Designation Of Additional Parts Of The Transcript.

² The original Plaintiff in this case was Cecil Loran Lee, the seller-mortgagee. Plaintiff Jason Hester claims to be the rightful successor-in-interest to Plaintiff Lee.

³ Appellant Horowitz filed for bankruptcy on March 9, 2016, Bk 16 – 00239, and Bk. Adv. Proc.16-90015.

A. LEGAL FRAMEWORK

HRAP Rule 10(b)(4) “**Transcript of Court Proceedings**” states:

(4) NOTICE TO APPELLEE IF FEWER THAN ALL TRANSCRIPTS ARE ORDERED. Unless transcripts of all oral proceedings have been ordered, the appellant shall, within the 10-day time provided in (b)(1)(A) of this Rule 10, file a statement of the points of error the appellant intends to present on the appeal and shall serve on the appellee a copy of the statement. If, within 10 days after service of the statement, the appellee deems a transcript of other parts of the proceedings to be necessary, the appellee shall file and serve on the appellant a designation of additional parts to be prepared and included in the record on appeal. Unless within 10 days after service of such designation the appellant has ordered such parts and has so notified the appellee, the appellee may within the following 10 days either order the parts or move in the appellate court for an order requiring the appellant to do so.

B. DISCUSSION

Re: HRCF Rule 50(a) Motion for Judgment as a Matter of Law

If there were any evidence that original Plaintiff Lee in fact made a HRCF Rule 50(a) MJML prior to submission of the case to the jury, Appellants would not have raised this argument and point of error. There is also no evidence that counsel for Plaintiff Lee, who was the Plaintiff during the trial and at the time of the April 16, 2008 hearing, that a pre-jury submission MJML was made. Contrariwise, Appellants’ Counsel’s Opposition to original Plaintiff Lee’s MJML pointed out no MJML was made before submission of the case to the jury. More specifically:

- There is no reference in Plaintiff Lee’s post verdict MJML motion dated March 11, 2008 (which was later submitted as a post-judgment motion), to having made the required HRCF Rule 50(a) pre jury submission MJML⁴;
- Appellants Horowitz-RBOD’s Opposition entitled “Memorandum in Opposition to Plaintiff’s Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant’s July 6th, 2006 Counterclaim for Fraud and Misrepresentation, Filed on March 11, 2008,” which opposition was filed on March 24, 2008, pointed out that Plaintiff Lee did not comply with the HRCF Rule 50(a) requirement “The procedural

⁴ A copy of original Plaintiff Lee’s “Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant’s July 6th, 2006 Counterclaim for Fraud and Misrepresentation” is attached as **Exhibit A**.

requirements of this particular rule [Rule 50(a)] are not only not met but they are not even mentioned in the body of his motion and memorandum".⁵

- The Circuit Court's Order in response to original Plaintiff Lee's post verdict/post judgment MJML makes no reference to the required MJML motion having been made before the February 21, 2008 jury verdict was announced.⁶

Re: Standing of Plaintiff Jason Hester:

Appellee Jason Hester also asks that Appellants request and pay for the several transcripts for purposes of addressing the issue of whether substitute Plaintiff Hester has standing to stand in the shoes of original Plaintiff-mortgagee Lee.⁷

The substitution of Plaintiff Jason Hester for original Plaintiff seller-mortgagee Lee did not occur until long after the date of the proceedings for which transcripts are being requested by Appellee Hester. For this reason any claim that the transcripts for the first and last days of trial and for the post trial hearing held on April 16, 2016 is needed is bogus, since Hester was not involved in this case at the time the proceedings in question occurred. The first day of trial was February 12, 2008, the last day of trial was February 21, 2008 and the Jury Verdict was announced on that same date February 21, 2008, the Court filed its Findings of Fact and Conclusions of Law on April 2, 2008, and the hearing on the post trial motions was on April 16, 2008. HOWEVER, it was not until July 16, 2008, that Appellee Jason Hester filed a Motion for Substitution to substitute for original Plaintiff seller-mortgagee Lee who died in June of 2008. Since Jason Hester was not involved in this case prior to July 16, 2008, long after the dates in

⁵ A copy of original Defendants-Appellants' "Opposition to Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th, 2006 Counterclaim for Fraud and Misrepresentation Filed on March 11 2008" is attached as **Exhibit B**.

⁶ A copy of the Court's October 15, 2008 "Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th, 2006 Counterclaim for Fraud and Misrepresentation" is attached as **Exhibit C**.

⁷ Appellants are challenging the standing of Jason Hester, *inter alia*, in light on the false claim of kinship between Lee and Hester (uncle-nephew) made at the time the substitution was made and the altered documents upon which the substitution was based, and in light of controlling case law.

February and April of 2008, for which transcripts are being requested by Appellee Hester, there is no valid reason to request that Appellants order and pay for the transcripts at issue.⁸


C. CONCLUSION:

There is no reasonable basis for inclusion of the transcripts requested for the first day of trial (February 12, 2008), for the last day of trial (February 21, 2008), and for a post jury verdict hearing (April 16, 2008) to respond to the Appellants' arguments relating to compliance with HRCF 50(a) prior to submission of the case to the jury and relating to whether Hester has standing as the Substitute Plaintiff to stand in the shoes of original Plaintiff seller-mortgagee Lee.

For the above stated reasons, Appellants Horowitz-RBOD request that the Court deny Appellee Hester's "Motion To Compel Appellants To Order Transcripts Requested in Appellee's Designation of Additional Parts of the Transcript to be Included on Appeal".

Respectfully submitted:

Waimea, Hawaii 96743 June 5, 2016


Margaret Wille,
Attorney for Appellants

Hester v. Horowitz; CAAP-16-0000162; Opposition to Appellee's Motion To Compel Appellants To Order Transcripts Requested in Appellee's Designation of Additional Parts of the Transcript to be Included on Appeal.

⁸ A copy of Appellee's July 16, 2016 "Motion for Substitution of Plaintiff" is attached as **Exhibit D**.

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

Attorney for Plaintiff
Jason Hester

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000162
27-JUN-2016
09:31 AM

Appeal No. CAAP-16-0000162

IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAII

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

Plaintiff-Counterdefendant -
Appellee

vs.

LEONARD G. HOROWITZ, THE
ROYAL BLOODLINE OF DAVID, ET
AL

Defendants-Counterclaimants-
Appellants

(Civil Case No. 05-1-0196)
(3rd Circuit Court)

APPELLEE JASON HESTER'S
MOTION TO COMPEL
APPELLANTS TO ORDER
TRANSCRIPTS REQUESTED IN
APPELLEE'S DESIGNATION OF
ADDITIONAL PARTS OF THE
TRANSCRIPT TO BE INCLUDED
ON APPEAL; MEMORANDUM IN
SUPPORT OF MOTION;
(CERTIFICATE OF SERVICE
ATTACHED)

**APPELLEE JASON HESTER'S MOTION TO COMPEL APPELLANTS TO ORDER
TRANSCRIPTS REQUESTED IN APPELLEE'S DESIGNATION OF ADDITIONAL
PARTS OF THE TRANSCRIPT TO BE INCLUDED ON APPEAL**

AND ORDER

Plaintiff and Appellee JASON HESTER, OVERSEER, THE OFFICE OF THE
OVERSEER, A CORPORATE SOLE AND HIS SUCCESSORS, OVER/FOR THE
POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS (Appellee
Hester), by and through attorney Paul J. Sulla, Jr., hereby moves the court to COMPEL

No. CAAP-16-0000162
Hester v. Horowitz et al.

MOTION TO COMPEL APPELLANT
LEONARD G. HOROWITZ TO ORDER
TRANSCRIPTS

Page 1

Exhibit 5

APPELLANTS TO ORDER TRANSCRIPTS REQUESTED IN APPELLEE'S DESIGNATION OF ADDITIONAL PARTS OF THE TRANSCRIPT TO BE INCLUDED ON APPEAL in the record on appeal in Hester v. Horowitz et al., App. No. CAAP -16-0000162 (Haw. App.), pursuant to Hawaii Rule of Appellate Procedure 10(b)(4), in response to Appellants Leonard G. Horowitz and the Royal Bloodline of David's Certificate that No Transcripts are to be Prepared and Notice of Points of Error That Appellants Intend to Present on Appeal:

- 1) All transcripts of the proceedings from February 12, 2008 [Day 1 of Trial],
- 2) All transcripts of the proceedings from February 21, 2008 [last day of Trial], and
- 3) All transcripts of the proceedings from April 16, 2008 [hearing transcript].

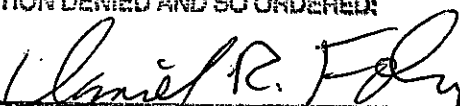
Given the nature of this Motion, Appellee also requests that this Court designate this Motion as a non-hearing motion. This Motion is made pursuant to Rule 10(b)(4) of the Hawaii Rules of Appellate Procedure, the attached Memorandum in Support of Motion, and the records and files in this case.

Dated: This 1st day of June, 2016 in Hilo, Hawaii.

/s/ Paul J. Sulla, Jr.

Paul J. Sulla, Jr., AAL (SBN #5398)
Attorney for Appellee

MOTION DENIED AND SO ORDERED:



JUDGE
APPELLATE COURTS, STATE OF HAWAII

▶ 23	MOT	3CK3	CV	04/16/2008 09:00	1) PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANT'S 7-6-06 COUNTERCLAIM FOR FRAUD ETC. 2) MOTION TO DISCLOSE JURORS MAILING ADDRESSES (PLAINTIFF) 3) DEFENDANTS AND COUNTERCLAIMANTS JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION FOR JUDGMENT AS A MATTER OF LAW 4) MOTION TO STRIKE PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANTS 7-6-06 COUNTERCLAIM ETC. 5) MOTION TO ALTER OR AMEND JUDGMENT 6) DEFENDANT AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION TO ETC.	TUA
▶ 23	MOT	3CK3	CV	04/16/2008 09:00	1) PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANT'S 7-6-06 COUNTERCLAIM FOR FRAUD ETC. 2) MOTION TO DISCLOSE JURORS MAILING ADDRESSES (PLAINTIFF) 3) DEFENDANTS AND COUNTERCLAIMANTS JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION FOR JUDGMENT AS A MATTER OF LAW 4) MOTION TO STRIKE PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANTS 7-6-06 COUNTERCLAIM ETC. 5) MOTION TO ALTER OR AMEND JUDGMENT 6) DEFENDANT AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION TO ETC.	TUA
▶ 226	(HEARING DATE: 4-16-08 AT 8:30 A.M. BEFORE JUDGE IBARRA) (FILED UNDER THE WRONG CASE NUMBER CIV 06-1-98K SHOULD BE CIV 05-1-196)				03/28/2008 15:12	FILED BY COURT, COURT

CTRM	<input type="text"/>	Cal. Type	CV	Priority	0
Judge I.D.	JRIBARRA	Video No.	<input type="text"/>	Audio No.	<input type="text"/>
Minutes	<p>1) PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANT'S JULY 6, 2006 COUNTERCLAIM FOR FRAUD AND MISREPRESENTATION 2) MOTION TO DISCLOSE JURORS MAILING ADDRESSES 3) DEFENDANTS AND COUNTERCLAIMANTS JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION FOR JUDGMENT AS A MATTER OF LAW 4) MOTION TO STRIKE PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANTS JULY 6, 2006 COUNTERCLAIM FOR FRAUD AND MISREPRESENTATION 5) MOTION TO ALTER OR AMEND JUDGMENT (INTERVENOR) 6) DEFT AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION TO STRIKE PLAINTIFF'S MOTION TO DISCLOSE JURORS MAILING ADDRESSES</p> <p>----- RECORD LOG - 2008-04-16/09:00-10:03 CLERK - N. LAURO APPEARANCES: D. O'HELAN (PLAINTIFF CECIL LEE), J. CARROLL (DEFENDANTS/COUNTERCLAIMANTS LEONARD HOROWITZ), PHILLIP MAISE (INTERVENOR PRO SE)</p> <p>----- AS TO MOTION 2 ARGUMENT BY O'HELAN AND CARROLL. CARROLL REQUESTS MOTION BE DENIED. MAISE HAS FILED HIS OBJECTION IN WRITING AND HAS NOTHING FURTHER TO ADD. **COURT DENIED MOTION. THERE IS NO AUTHORITY, FURTHER MORE, A JURY'S VERDICT SHALL NOT BE IMPEACHED, THE JURY WAS POLLED. -AS TO DEFT AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION TO STRIKE PLAINTIFF'S MOTION TO DISCLOSE JURORS MAILING ADDRESSES FILED ON 3-31-2008, THE MOTION TO STRIKE IS DENIED GIVEN THE COURT'S RULING ON THE MOTION TO DISCLOSE JURORS MAILING ADDRESSES. **COURT PURSUANT TO RULE 23, PREVAILING SIDES SHALL PREPARE THE ORDERS. -AS TO MOTION 1, 3 AND 4 ARGUMENT BY O'HELAN, CARROLL. **COURT WILL TAKE UNDER SUBMISSION ALL 3 MOTIONS. DEFT'S AND COUNTERCLAIMANTS MOTION TO //</p>				

Law Office of Dan O'Phelan
Dan O'Phelan #7843
319 Haili Street
Hilo, Hawaii 96720
Telephone No. (866) 529-2340
Facsimile No. (866) 636-4508

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000162
05-JUN-2016
01:24 PM

2008 MAR 11 AM 11:36
E. MYLAND CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

FILED

IN THE CIRCUIT COURT FOR THE THIRD CIRCUIT
STATE OF HAWAII

CECIL LORAN LEE,	)	Civil No. 05-1-0196
)	
Plaintiff,	)	PLAINTIFF'S MOTION FOR
	)	JUDGMENT AS A MATTER OF LAW
vs.	)	OR ALTERNATIVELY NEW TRIAL
	)	ON ISSUE OF DEFENDANT'S JULY
LEONARD G. HOROWITZ, et al,	)	6 TH , 2006 COUNTERCLAIM FOR
	)	FRAUD AND
Defendants,	)	MISREPRESENTATION;
	)	MEMORANDUM IN SUPPORT OF
and	)	MOTION; EXHIBITS A-F;
	)	DECLARATION OF DAN O'PHELAN;
PHILIP MAISE,	)	CERTIFICATE OF SERVICE
)	
Intervenor.	)	JUDGE: RONALD IBARRA
)	

**PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR
ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANT'S COUNTERCLAIM FOR
FRAUD AND MISREPRESENTATION**

COMES NOW, Plaintiff CECIL LORAN LEE (hereinafter referred to as Plaintiff Lee), by and through his counsel of record, Dan O'Phelan, pursuant to HRCP 7 and HRCP 50, HRCP 59 and files this Motion for Judgment as a Matter of Law or Alternately New Trial.

Exhibit 7

Page | 1

MEMORANDUM IN SUPPORT OF MOTION

THE STANDARD OF REVIEW FOR JUDGMENT AS A MATTER OF LAW IS DE NOVO

Motion for Judgment as a matter of law are reviewed de novo. The Court in *Aluminum Shake Roofing, Inc. v. Hirayasu*, 110 Hawai'i 248, 131 P.3d 1230, Hawai'i, 2006 reaffirmed this well settled point:

It is well settled that a trial court's rulings on motions for judgment as a matter of law are reviewed de novo.

When we review the granting of a [motion for judgment as a matter of law], we apply the same standard as the trial court.

A [motion for judgment as a matter of law] may be granted only when after disregarding conflicting evidence, giving to the non-moving party's evidence all the value to which it is legally entitled, and indulging every legitimate inference which may be drawn from the evidence in the non-moving party's favor, it can be said that there is no evidence to support a jury verdict in his or her favor.

Id. at 251. See also, *Carr v. Strode*, 79 Hawai'i 475, 904 P.2d 489, Hawai'i, 1995.

DEFENDANT'S WERE NOT LEGALLY ENTITLED TO HAVE THE CLAIM FOR FRAUD OR MISREPRESENTATION WITH RESPECT TO PLAINTIFF'S SALE OF THE PROPERTY.

The Special Verdict Form (see attached Exhibit A) in this case included a claim that was not in Defendant's counterclaims. See copy of Defendant's Counterclaims attached as Exhibit B. In fact, the Court removed all jury instructions relating to failure to disclose with respect the subject property, except within the Special Verdict Form. The Special Verdict Form submitted to the jury included the following question:

"Did Plaintiff Cecil Loran Lee commit fraud or misrepresentation regarding the sale of the

Page | 2

property?"

See the Special Verdict Form attached as Exhibit A. The Court made clear to Defendants' counsel at the in camera hearing on jury instructions, that Defendants' Counterclaims did not specify and/or sufficiently identify claims for fraud or misrepresentation and furthermore that there was an insufficient factual connection between Defendants' Counterclaims and Defendants' proposed instructions. In fact, the Court specifically pointed out to Defendants' counsel that pursuant to HRCP 9, fraud must be plead with specificity and Defendants woefully failed to identify the fraud and/or misrepresentation claims with respect to the sale of the property. Defendants' claims for fraud and misrepresentation were included on the Special Verdict Form, despite the grave failure by Defendants to properly place Plaintiff of notice of said counterclaims. Defendant's counsel objected repeatedly and strenuously to this inclusion because again it was never part of Defendants counterclaims.

The very phrase "fraud" and "misrepresentation" comes from page 5 of Defendants' counterclaims. See attached Exhibit B, page 5 of 18. Defendant's Counterclaims (Exhibit B) states as follows:

Misrepresentation and Fraud

Plaintiff Lee's complaint was based on misrepresentation. In the process of fulfilling the obligations incurred in the purchase of the subject properties, two hundred thousand and no/100 dollars (\$200,000.00) was required to be put into an escrow account. At one point, [eighty five thousand and no/100 dollars (\$85,000.00)] was needed by Plaintiff lee. He had to pay off a government lien against him for illegal growth of marijuana. During this period of time, Plaintiff Lee was very cooperative and willing to help the Horowitz group. Horowitz agreed to allow lee to take \$85,000.00 prior to the time escrow was scheduled to close.

Page | 3

1. An agreement for closing Escrow was prepared and is attached hereto as Exhibit B. The basis for the agreement was that there would be cooperation and amicable involvement with construction of improvements without the Seller's approval. This document was altered and filed as part of the Complaint against Horowitz in his Complaint for Foreclosure filed on June 15th, 2005. See, Exh. B. A copy of the original was sent to the Attorney for Defendant Lee to insure he knew the document had been altered. Lee's Attorney failed to recognize or ignored the fact that his attached Exhibit was an altered document. He attached it to the Complaint stating that Horowitz amended the document which was filed with the Complaint, which is in fact the original one. Thus, Lee claimed that Defendant Horowitz had committed a form of perjury and fraud. This false claim was part of the underpinning upon which the Entry of Default was made. Lee and his Counsel worked together to file a false claim. These actions violate the provisions of HRCF Rule 11 (a) (3).

**PARAGRAPH 1 OF DEFENDANT'S COUNTERCLAIMS DOES NOT
REFERENCE FRAUD OR MISREPRESENTATION WITH RESPECT TO
PLAINTIFF'S SALE OF THE PROPERTY TO DEFENDANTS**

First, Plaintiff shall address Paragraph 1, directly above. Note: this quotation is taken verbatim from Defendant's counterclaims page 5 of 18 and attached as Exhibit B. There is no mention whatsoever of the Defendants' counterclaims that the Court submitted to the jury in the special verdict form which asks them to decide the question: "did Plaintiff Cecil Loran Lee commit fraud or misrepresentation regarding the sale of the property?" See Exhibit A, page 3 of 4 (question #9).

Nothing exists in Defendants' counterclaims (Exhibit B and quote directly above) that support any claim for misrepresentation and fraud with respect to the sale of the property. All that is stated is that Plaintiff's complaint was based on misrepresentation, but Plaintiff's Complaint which is attached as Exhibit E, makes no reference whatsoever as to his own fraud or misrepresentation with regard to the sale of the subject property.

Therefore, there is no legal entitlement for Defendants to have the jury answer the question (on the Special Verdict Form) of whether or not Plaintiff committed fraud or misrepresentation with respect to the sale of the property.

**DEFENDANT CONSISTENLY OBJECTED TO THE SPECIAL VERDICT FORM
CONTAINING DEFENDANTS' CLAIM FOR FRAUD OR MISREPRESENTATION WITH
RESPECT TO THE SALE OF PROPERTY**

Plaintiff objected to the jury instruction being include in his filed "*Plaintiff's Objections to Defendant's Jury Instructions and Acceptance of Defendant's Jury instruction Defining Fraud with the Condition that it Be Made Applicable to Both Parties.*" See attached Exhibit E, page 2, paragraph #2 which states as follows:

"Objection to defendant's Instructions 2-5, 11, 14. 15. These instructions relate to a claim that is not identified in the Defendant's filed counterclaims. Defendant did not claim that there was failure to disclos[e] material defects in his complaint or concealment of material defects, or misrepresentation regarding the disclosure of material defects. ..."

In fact, the Court ruled that all of Defendant's proposed jury instructions that related to fraud and misrepresentation with respect to the sale of the property, concealment of defects, and or misrepresentation regarding the disclosure of material defects were stricken. Despite these actions, the Court included the Special Verdict Form for Defendants' "fraud or misrepresentation" claim as it related to the sale of the subject property. Plaintiff's counsel objected on the record on more than one occasion with respect to including Defendants Counterclaims for fraud and misrepresentation into the Special Verdict Form on the basis that it was not a claim raised in Defendants' counterclaims. In fact, after the jury was seated and the closing arguments were about to

be heard, Plaintiff's counsel Dan O'Phelan asked the Judge (at a sidebar) why the counterclaim for fraud and misrepresentation was in the Special Verdict Form. It was that much of a surprise that the Jury was going to hear this claim without it being referenced in Defendants' Counterclaims. See Declaration of Dan O'Phelan. This caught Dan O'Phelan off guard as he was preparing to give his closing argument to the Jury. See Declaration of Dan O'Phelan.

Plaintiff's counsel even went to the Clerk of Court during the trial and asked specifically if there had been any other counterclaim/s filed by Defendants since Defendants' Counterclaims filed on July 6th, 2006. The Clerk looked up the record and there had been no other counterclaim filed. See Declaration of Dan O'Phelan. The Judge also acknowledged this fact at the in chambers hearing on jury instructions. Plaintiff's counsel argued that if that was part of Defendants' counterclaims, he would have litigated the case differently because he had no notice that that was part of Defendants' claims against his client Mr. Lee. See attached Declaration of Dan O'Phelan.

PARAGRAPH 2 OF DEFENDANT'S COUNTERCLAIMS DOES NOT REFERENCE FRAUD OR MISREPRESENTATION WITH RESPECT TO PLAINTIFF'S SALE OF THE PROPERTY TO DEFENDANTS

Paragraph 2 of Defendants' Counterclaims does not specifically reference any fraud or misrepresentation with respect to the sale of the subject property. What Paragraph 2 does suggest is that Plaintiff and his counsel Dan O'Phelan "*worked together*" to file a false claim. And this was based on Defendants' dishonest assertion that the Agreement for Closing of Escrow was fraudulently altered and/or not adhered to. But this filing of a false claim was not specific enough pursuant to HRCP 9 to provide

meaningful notice to Plaintiff that claims relating to loss of income of a prospective business based on the Plaintiff's alleged fraud and/or misrepresentation. Reviewing Defendants' Counterclaims in total it is clear that Defendant asserted fraud and misrepresentation with respect to the Agreement for Closing of Escrow. The evidence in the trial and argument by Defendants strongly suggested that "but for" Plaintiff's alleged Fraud and Misrepresentation (of the Agreement for Closing of Escrow), there would be no foreclosure because Defendants' version of the Agreement for Closing of Escrow did not require insurance, did not require Plaintiff's permission to construct unpermitted structures, etc.

The specific fraud related to the Agreement for Closing of Escrow and the damages requested related to that specific counterclaim. Once the Jury found that it was the Defendant who committed the fraud with respect to the Agreement for Closing Escrow, there was no damages based on fraud and misrepresentation to be awarded because damages for fraud and misrepresentation would only exist if they found that Plaintiff committed fraud or misrepresentation with respect to the Agreement for Closing Escrow.

Again, Defendants are not legally entitled to damages for claims that were not plead and where Plaintiff had insufficient notice of said claims. Plaintiff's counterclaims were filed on July 6th, 2006; trial was February 12th, 2008—so Defendants had more than 19 months to ask to have their counterclaims amended and never did so. Defendants waived any counterclaims that were not plead at the time that trial began.

INDULGING EVERY LEGITIMATE INFERENCE WHICH MAY BE DRAWN FROM THE EVIDENCE IN THE NON-MOVING PARTY'S FAVOR, IT CAN BE SAID THAT THERE IS NO EVIDENCE TO SUPPORT A JURY VERDICT IN THEIR FAVOR.

First the jury needed to find by “clear and convincing evidence a party has committed fraud” and only then could they award damages. See Exhibit D, jury instruction 23. The claim for fraud or misrepresentation with respect to the sale of the subject property even indulging every legitimate inference which may be drawn from the evidence could not produce a jury verdict 1) that the evidence that Plaintiff committed fraud or misrepresentation with regard to the sale of the property; 2) that showed that such fraud or misrepresentation were the cause of Defendant's alleged losses (see Exhibit A, page 4 of 4; Question 10) and 3), and/or that Defendant's sustained any losses at all.

b.1) Defendant's failed to prove by clear and convincing evidence that Plaintiff committed fraud or misrepresentation. See Exhibit D, Jury Instruction 23. First off, other than a potential and vague opinion by Mr. Lee that the property had value, there is no specific fact to support any identifiable fraud. In addition, and in accordance with Jury Instruction 25, Defendants' allegations as to Mr. Lee's alleged expressions about operating a business on the subject property were opinion and not treated as represents of fact upon which to base actionable fraud. See Exhibit D, Jury Instruction 25.

But the larger point is that there was no specific evidence presented that Plaintiff engaged in fraud pursuant to the definition of fraud in Jury Instruction 24. If we examine Jury Instruction 24 on “fraudulent inducement” it requires that several facts be proved:

1. Plaintiff represented a material fact; and
2. The representation was false when it was made;
3. Plaintiff knew the representation to be false or was reckless in making the

- representation without knowing whether it was true or false; and
4. Plaintiff intended that defendants rely upon the representation by entering into the contract; and
 5. Defendant's relied upon the representation by entering into the contract; and
 6. Defendant's reliance upon the representation was reasonable.

The representation must to a past or existing material fact, and not the happening of a future event, except as to a promise of future conduct which plaintiff did not intent to fulfill at the time it was made. A fact is material if a reasonable person would want ot know it before deciding whether to enter into the contract.

Furthermore, there was no specific item brought forth by Defendants that showed that any fraudulent act occurred with respect to the sale of the property. For example, Plaintiff's website (as represented by Defendants' Exhibit 17—see attached Exhibit G¹) never used the words Bed and Breakfast or identified that "meals" were provided to guests. Defendants never rebutted this evidence. Plaintiff's opinion about whether or not the subject property could be used for business purposes or whether or not he used part of the home as a vacation rental is irrelevant on the issue of damages for fraud and misrepresentation and an insufficient basis for fraud because it involves an opinion about prospective possibilities about the use and or benefits that the property may have in the future.

There was no dispute between the parties that Plaintiff advised Defendants that he did not have permits or licenses to operate a business at the premises. There was no evidence that Plaintiff attempted to fail to disclose facts regarding his vacation rentals. Plaintiff's business records were never presented to the jury. There was no argument by Defendants that Plaintiff failed to disclose any records. Defendant Jacqueline Horowitz

testified that she stayed at the property for 2 weeks and was able to review Plaintiff's business records and the property. Defendants purchased the property after this detailed and lengthy review of the property and after (according to Defendant Jacqueline Horowitz's testimony) she reviewed Plaintiff's business records. There was no evidence that Plaintiff guaranteed that the property could legally be used for business purposes. There was no evidence that Plaintiff guaranteed that the property would turn a profit.

There was no evidence alleging any specific fraudulent act, other than the issue of the Agreement for Closing of Escrow and the Jury found that it was Defendant Leonard Horowitz who had been the person who fraudulently forged the Agreement for Closing of Escrow. The Jurors must have considered that Defendant Leonard Horowitz lacked credibility in this case because they found that he committed fraud and forged a document. Defendant Jacqueline Horowitz testified that she was a witness to an event that she was not a witness to. Jacqueline Horowitz's testimony lacked credibility.

Here, Defendant's choose not to have home inspection. Defendant Jacqueline Horowitz testified that they were experienced in buying properties. Defendants chose not to have an appraisal. Defendants chose not to call Mr. Lee as a witness. Defendants chose not to depose Mr. Lee before trial. Defendants did not recite one material fact that they relied on to their detriment prior to the purchase. In fact, there is no basis whatsoever to support damages for Defendants' fraudulent inducement claim. Notably, fraudulent inducement is not cited with particularity in Defendants' counterclaims filed July 6th, 2006.

¹ Plaintiff is referencing Defendant's Exhibit 17, the number may be inaccurate; see attached Exhibit G.

Defendants did not testify that they actually “relied” on what Mr. Lee was saying to them. Instead, they testified that they were in conflict with Mr. Lee, that they did not trust him, and that Jacqueline Horowitz could stand to look at his face. So it is inconsistent with respect to the evidence that Defendants relied on Mr. Lee’s representations. Instead, the Defendants’ evidence demonstrated that they consulted and/or hired attorney Glen Hara to assist with the Agreement for Closing of Escrow. Notably, Glen Hara never testified.

DEFENDANTS’ FAILED TO MEET THEIR BURDEN OF PROOF ON DAMAGES

Even if this Court were to rule that the Jury’s verdict of \$200,000 was sufficiently based on a fraud or misrepresentation, there remained no proof of Defendants income from the property, no proof in the form of any tangible evidence, no proof of what amounts they did receive and what amounts they could have received. Defendants testified that they received donations only and that these donations were reduced because of their allegations against Mr. Lee. But there was no business records relating to donations that they in fact received. There was not one witness who testified as to any of the amounts of alleged donations received or any accountant or bookkeeper to explain the alleged business/charity losses.

In fact, the evidence showed that Defendants lost their insurance because they were using the property for commercial use and were in violation of County of Hawaii regulations and lacked permits as would be required for changes they made to property. Mr. Lee cannot be held liable for the illegal conduct of Defendants. It is impossible to determine how much of the income was allegedly lost because the property had been found by the County of Hawaii to be out of compliance with zoning and building

regulations.

**JURORS MAY HAVE IN GOOD FAITH ERRED WITH RESPECT TO THE \$200,000
NON REFUNDABLE DEPOSIT AND AWARDED THE MONEY BELIEVING THAT
THEY WERE EFFECTUATING A RETURN OF THE 200,000 NONREFUNDABLE
DEPOSIT**

One of the dumbest things that occurred in this case was when Philip Maise testified at this closing argument how convenient it was that in the DROA there was a \$200,000.00 non-refundable deposit and he pointed out the exact paragraph of the DROA and strongly indicated to the jury that Defendants would lose their deposit of \$200,000. The jury awarded the exact same amount in damages. But these damages were not based on fraud, but on what the jury believed was the fair thing to do. This is a fundamental mistake by the jury, but to give them credit they found a way for Defendants to get their 200,000 dollars back. The interesting thing to note is that Defendants did not provide evidence as to the \$200,000 nonrefundable deposit; it was Philip Maise.

It is very likely that the jury believed they were awarding money back that was non-refundable under the DROA. Notably jurors took notes of what paragraph that Philip Maise pointed to.

The juror's consideration of this non-refundable deposit was improper because the jurors should not have even considered the subject at all. The Court did not instruct the jury to not consider the \$200,000 non-refundable deposit. Plaintiff was not permitted to reopen his closing argument to rebut this red herring.

For these reasons, and the other reasons stated above Defendant respectfully asks that the Court adjudge that the Jury's finding as to Plaintiff's fraud and

misrepresentation with respect to the sale of the property, as a matter of law, be reversed and/or vacated and that the Jury's award of damages of \$200,000 be reversed and/or vacated.

ALTERNATIVELY PLAINTIFF'S MOTION FOR A NEW TRIAL

In the event the court does not grant Plaintiff's Motion for Judgment as a Matter of Law, Plaintiff hereby moves for a new trial pursuant to HRCRP 59.

STANDARD OF REVIEW IS CLEAR ABUSE OF DISCRETION

Plaintiff relies on HRCRP 59 subparagraphs (a) and (d) as a the basis for his motion or a new trial. Plaintiff also, in support of his Motion for Judgment as Matter of Law hereby moves that the Court Alter or Amend the Judgment in accordance with the relief requested below and pursuant to HCRP 59 (e).

HRCRP 59

(a) Grounds. *A new trial may be granted to all or any of the parties and on all or part of the issues (1) in an action in which there has been a trial by jury, for any of the reasons for which new trials have heretofore been granted in actions at law in the courts of the State; and (2) in an action tried without a jury, for any of the reasons for which rehearings have heretofore been granted in suits in equity in the courts of the State. On a motion for a new trial in an action tried without a jury, the court may open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.*

(d) On Court's Initiative; Notice; Specifying Grounds. *No later than 10 days after entry of judgment the court, on its own, may order a new trial for any reason that would justify granting one on a party's motion. After giving the parties notice and an opportunity to be heard, the court may grant a timely motion for a new trial, for a reason not stated in the motion. When granting a new trial on its own initiative or for a reason not stated in a motion, the court shall specify the grounds in its order.*

(e) Motion to Alter or Amend Judgment. *Any motion to alter or amend a judgment shall*

be filed no later than 10 days after entry of the judgment.

In *Dunbar v. Thompson*, 79 Hawai'i 306, 901 P.2d 1285, Hawai'i App., 1995.

Both the grant and the denial of a motion for new trial is within the trial court's discretion, and we will not reverse that decision absent a clear abuse of discretion. Richardson, 76 Hawai'i at 503, 880 P.2d at 178; see also Stahl v. Balsara, 60 Haw. 144, 152, 587 P.2d 1210, 1215 (1978). An abuse of discretion occurs "where the trial court has clearly exceeded the bounds of reason or disregarded rules or principles of law or practice to the substantial detriment of a party litigant." Amfac, Inc. v. Waikiki Beachcomber Inv. Co., 74 Haw. 85, 114, 839 P.2d 10, 26, reconsideration denied, 74 Haw. 650, 843 P.2d 144 (1992). Unlike motions for a directed verdict or a JNOV, the movant need not, on a motion for new trial, convince the court to rule that no substantial evidence supports its opponent's case, but only that the verdict rendered for its opponent is against the manifest weight of the evidence. Richardson, 76 Hawai'i at 503, 880 P.2d at 178.

Id. at 489.

In the instant case the jury's finding that Plaintiff committed fraud or misrepresentation as to the evidence ***contradicts the manifest weight of the evidence*** and the jury's award of \$200,000 in general damages is against the manifest weight of the evidence. In this case the jury instructions directly conflicted with the instructions on the special verdict and misled the jury.

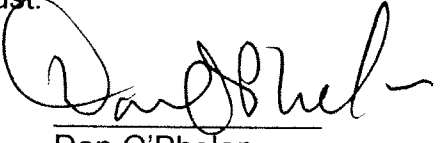
Plaintiff relies on the arguments in this pleading in total to support his request for his alternative request for a new trial on the issue of Defendants' Counterclaims for fraud and misrepresentation and damages for loss of business income.

SPECIFIC RELIEF REQUESTED

WHEREFORE, Plaintiff requests the following:

1. That the Court reverse or vacate the Jury finding that Plaintiff committed fraud or misrepresentation with respect to the sale of the subject property;
2. That the Court reverse or vacate the Jury award of damages to Defendants of \$200,000.
3. In the event that the Court sustains the Jury's damages award that the Court adjudge that the \$200,000 be subtracted from Defendants equitable interest in the subject property;
4. That in the event that the Court denies Plaintiff's Motion for a Judgment as a Matter of Law, that the Court order a new trial on the issue of Defendants' Counterclaims allegations of Plaintiff's fraud and misrepresentation with respect to the sale of the subject property and Defendants' counterclaim for damages as a proximate and legal cause of Plaintiff's alleged fraud and misrepresentation.
5. For an award of attorney's fees and costs associated with the preparation of this motion.
6. For such other relief as the Court deems fair and just.

DATED: 3-11-08


Dan O'Phelan

CECIL LORAN LEE,
Plaintiff,
vs.
LEONARD G. HOROWITZ, et al,
Defendants,
and
PHILIP MAISE,
Intervenor.

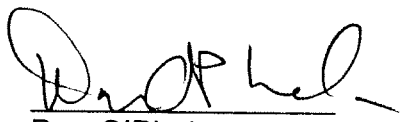
1. I am the attorney that represented Plaintiff in the instant case;
2. I prepared for the trial and during that trial never considered that the issue of Defendants claims for fraud and misrepresentation with respect to the sale of the property was going to be litigated.

3. At the settlement conference on January 14th, 2008 in this matter, while in chambers, there was mention by the Judge of Defendants' Counterclaims relating to failure to disclose defects with respect to the sale of the property. I responded that those claims were not filed specifically as Defendants' counterclaims;
4. In addition, I objected several times during the trial to the inclusion of Defendants counterclaims for fraud and misrepresentation;
5. I had asked the Clerk of Court during the trial when jury instructions were being assembled and discussed, if any other counterclaims were filed other than the July 6th, 2006 Defendants' Counterclaims. The Clerk verified for me that the July 6th, 2006 Defendants' Counterclaims were the only ones filed.
6. I also specifically objected at a sidebar with the Court just prior to closing arguments because Defendants counterclaims for fraud or misrepresentation with respect to the sale of the property were still included on the Special Verdict Form;
7. I informed that Court that I would have prepared for this case very differently if I knew that these claims were going to be litigated.
8. I also know that I would in fact have prepared for trial very differently.
9. It caught me off guard when these claims when Defendants' counterclaims for fraud and misrepresentation with respect to the sale of the property was still on the Special Verdict Form. I was unprepared in my closing arguments to address this issue in part because of the Court ruling to remove so many jury

instructions that related to Defendants' submitted instructions regarding fraud and misrepresentation on the issue of the sale of the property.

10. Even though it was not part of the counterclaim as specific as it should have been, Defendants raised the issue of Plaintiff's fraud with respect to the alteration of the Agreement for Closing of Escrow. On that issue, I had been prepared and Defendants had an expert witness on that question.
11. On that issue, the Jury found that it was Defendant Leonard Horowitz who committed fraud and forgery regarding the alteration of the Agreement for Closing of Escrow and not the Plaintiff.
12. With respect to the damages question, I believe the jury may have thought that Defendants placed a non-refundable deposit down in the amount of \$200,000 dollars and that is why they found a way to award Defendants \$200,000 mistakenly believing that Defendants would not get a credit at the foreclosure sale when the proceeds of the sale were distributed.

Dated: March 9th, 2008


Dan O'Phelan

SPECIAL VERDICT

The Jury must answer the questions below in accordance with the stated directions. To understand what issues are being submitted to you, you may wish to read over the entire Special Verdict form before proceeding to answer. Answer the questions in numerical order and follow all directions carefully. If you do not understand any question or if wish to communicate with the Court on any other subject, you must do so in writing through the bailiff. At least ten (10) of the twelve (12) jurors must agree on each answer before filling in each blank. However, the same ten (10) jurors need not agree on each answer. After you have answered the required questions, the foreperson shall sign the Special Verdict form and notify the bailiff.

If the Court has not previously ruled,

Question 1. Is Plaintiff Cecil Loran Lee entitled to a foreclosure of the mortgage as prayed for in his complaint?

Answer "Yes" or "No" in the space provided below, then go on to Question 2.

Yes ✓ No

Question 2. Did Defendants commit trespass to chattels against Plaintiff Cecil Loran Lee's personal property?

YES ✓ NO

If you answered "Yes", proceed to Question 3. If you answered "No", proceed to Question 4.

Question 3. What amount of damages, if any, do you award Plaintiff?

Special Damages: \$ 400

Proceed to Question 4.

EXHIBIT A
PAGE 1 OF 4

Question 4. Was the agreement for closing fraudulently altered?

YES ✓ NO

If you answered "Yes" to Question 4, proceed to Question 5. If you answered "No", proceed to Question 9.

Question 5. Answer this question only if you answered "Yes" to Question 4. Identify the party or parties you found fraudulently altered the agreement for closing by marking an "X" next to their name.

Plaintiff Cecil Loran Lee

Defendant Leonard George Horowitz ✓

Defendant Jacqueline Lindenbach Horowitz

Defendant The Royal Bloodline of David

Proceed to Question 6.

Question 6. This question relates to the forging and/or altering of the Agreement for Closing committed by party or parties you identified in Question 5. If you identified Plaintiff Cecil Loran Lee proceed to subsection (a). If you identified a Defendant proceed to subsection (b).

Question 6 subsection (a)

Was forging and/or altering of the Agreement for Closing by Plaintiff Cecil Loran Lee a legal cause of Defendants' losses?

YES NO

If you answered "Yes" to Question 6 (a), proceed to Question 8. If you answered "No", proceed to Question 9.

EXHIBIT

PAGE

7

OF

4

Question 6 subsection (b)

Was forging and/or altering of the Agreement for Closing by the Defendant(s) identified in Question 5 a legal cause of Plaintiff's losses?

YES _____ NO ✓ _____

If you answered "Yes" to Question 6 subsection (b), proceed to Question 7. If you answered "No", proceed to Question 9.

Question 7. Answer this question only if you answered "Yes" to Question 6 subsection (b). What amount of damages, if any, do you award Plaintiff Cecil Loran Lee?

Special Damages: \$ _____

Punitive Damages: \$ _____

Proceed to Question No. 9.

Question 8. Answer this question only if you answered "Yes" to Question 6 subsection (a). What amount of damages, if any, do you award Defendants?

Special Damages: \$ _____

Punitive Damages: \$ _____

Proceed to Question 9.

Question 9. Did Plaintiff Cecil Loran Lee commit fraud or misrepresentation regarding the sale of the property?

YES ✓ _____ NO _____

EXHIBIT

A

PAGE 3 OF 4

If you answered "Yes" to Question 9, proceed to Question 10. If you answered "No", then do not answer any further questions, but please sign and date this document and call the bailiff.

Question 10. Answer this question only if you answered "Yes" to Question 9. Was Plaintiff's fraud or misrepresentation regarding the sale of the property a legal cause of Defendants' losses?

YES ✓ NO

If you answered "Yes" to Question 10, proceed to Question 11. If you answered "No", then do not answer any further questions, but please sign and date this document and call the bailiff.

Question No.11. Answer this question only if you answered "Yes" to Question No. 10. What amount of damages, if any, do you award Defendants?

Special Damages: \$ 200,000.00

Punitive Damages: \$ 0

The foreperson shall sign and date this document and summon the bailiff.

DATED: Kealahue, Hawaii, 2-21-08

Loray Spark
FOREPERSON

EXHIBIT

A

PAGE

4

OF

46

pg.

FILED

JOHN S. CARROLL #0649
345 Queen St., Suite 607
Honolulu, Hawaii 96813
Telephone: (808) 526-9111
Facsimile: (808) 545-3800

2006 JUL -6 PM 3:42

E. Y. WATE, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

Attorney for Defendants
LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ
AND THE ROYAL BLOODLINE OF DAVID

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE,

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
CORPORATIONS 1-10, DOE
ENTITIES, DOE GOVERNMENTAL
UNITS,

Defendants.

CIVIL No. 05-1-0196
(Foreclosure)

DEFENDANTS COUNTERCLAIMS;
EXHIBITS "A-B"; CERTIFICATE OF
SERVICE

DEFENDANTS COUNTERCLAIMS

Defendant THE ROYAL BLOODLINE OF DAVID, a Washington State Certified Corporation, Sole Non-Profit Ecclesiastical Ministry, LEONARD GEORGE HOROWITZ and JACQUELINE LINDENBACH, by and through their attorney, John S. Carroll, hereby submit their Counterclaim against Plaintiff CECIL LORAN LEE, and alleges as follows:

EXHIBIT B
PAGE 1 OF 2

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

Exhibits for Writ of Certiorari 7-27-19 pg. 57

1. This is the first "responsive" pleading in this case by undersigned Counsel since first appearing as Counsel for the Defendants.

2. Plaintiff CECIL LORAN LEE, also known as C. Loran Lee, Loran Lee, is a resident of the County and State of Hawaii, whose address is 13-811 Malama Street, Pahoa, Hawaii 96778.

3. Defendants LEONARD GEORGE HOROWITZ (hereinafter "Defendant Horowitz") is a resident of the State of Hawaii, whose address is 13-3775 Kalapana Highway, Pahoa, Hawaii, 96778.

4. Defendant JACQUELINE LINDENBACH HOROWITZ (hereinafter "Defendant Horowitz") is a resident of the State of Hawaii, whose address is 13-3775 Kalapana Highway, Pahoa, Hawaii, 96778.

5. Defendant THE ROYAL BLOODLINE OF DAVID (hereinafter "Defendant RBD") is a Washington nonprofit corporation, whose mailing address is P. O. Box 1739, Newport, Washington, 99156.

6. Defendant 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, (hereinafter "Defendants DOE") are persons, corporations, entities, agents, partners, joint venturers or governmental units whose names, identities,

capacities, activities and/or responsibilities are currently not discovered.

7. The real property, which is the major issue in this lawsuit is designated on the tax maps for the State of Hawaii as TMK: (3)1-3-001:049 and (3)1-3-001:043 and is situated in the County and State of Hawaii and is within jurisdiction of this Court. A description of the real property is contained in a mortgage, which is attached hereto as Exhibit A.

8. On or about January 15, 2004, Defendants for and in consideration of a loan made by Plaintiff Lee to Defendant in the sum of three hundred fifty thousand and no/100 dollars (\$350,000.00), made, executed and delivered to Plaintiff Lee the Mortgage and Promissory Note in a like sum, all in their names in accordance with the terms specified in said Mortgage and Promissory Note, a copy which is attached hereto as Exhibit A and made a part hereof.

9. On or about January 15, 2004, as the execution of the Mortgage and Promissory Note mentioned hereinabove, and as part of the same transaction and for the purposes of securing the repayment to Plaintiff Lee of the principal and interest set forth in said Mortgage and Promissory Note, together with all other indebtedness now or to become owing by the Defendants, as Mortgagor, made, executed and delivered to Plaintiff Lee as

Mortgagee, a Mortgage dated January 15, 2004, recorded in the Office of the Assistant Registrar of the Bureau of Conveyances of the State of Hawaii as Document No. 2004-014441, a copy of the Mortgage is attached as Exh. A.

10. Defendants Horowitz and RBD has made additions to the home and constructed out buildings, which were originally built or started by Plaintiff Lee.

11. Defendant Horowitz and RBD obtained insurance on the property, which specifically indicated the Mortgage that's referred to hereinabove. Lee made statements to the Insurance Company, which led to the cancellation of the insurance policy. Plaintiff Lee then used the cancellation of the insurance as a basis for filing the complaint against Horowitz for breach of the provisions of the Mortgage.

12. On or about August 4, 2005, this Court entered a Judgment in favor of Phillip Maise.

13. By that Judgment Defendant Horowitz was ordered to pay to Phillip Maise the amount of money, which was equivalent to the monthly mortgage payments due to Plaintiff Lee had a judgment not be entered in favor of Phillip Maise. Maise v. Lee; Civil No. 01-1-444.

A. Misrepresentation and Fraud

1. Plaintiff Lee's Complaint was based on misrepresentation. In the process of fulfilling the obligations incurred in the purchase of the subject properties, two hundred thousand and no/100 dollars (\$200,000.00) was required to be put into an escrow account. At one point, [eighty five thousand and no/100 dollars (\$85,000.00)] was needed by the Plaintiff Lee. He had to pay off a government lien because of a fine, which was levied against him for illegal growth of marijuana. During this period of time, Plaintiff Lee was very cooperative and willing to help the Horowitz group. Horowitz agreed to allow Lee to take \$85,000.00 prior to the time escrow was scheduled to close.

2. An Agreement for closing Escrow was prepared and is attached hereto as Exhibit B. The basis for the agreement was that there would be cooperation and amicable involvement with construction of improvements without the Seller's approval. This document was altered and filed as part of the Complaint against Horowitz in his Complaint for Foreclosure filed on June 15, 2005. See, Exh. B. A copy of the original was sent to the Attorney for Defendant Lee to insure he knew the document had been altered. Lee's Attorney failed to recognize or ignored the fact that his attached Exhibit was an altered document. He attached it to the Complaint stating that Horowitz amended the

document, which was filed with the Complaint, which is in fact the original one. Thus, Lee claimed that Defendant Horowitz had committed a form of perjury and fraud. This false claim was part of the underpinning upon which the Entry of Default was made. Lee and his Counsel worked together to file a false claim. These actions violate the provisions of HRCF Rule 11(a)(3).

3. In addition, to the above, Plaintiff Lee wrote letters to Defendant Horowitz stating that he would cooperate in the building of a swimming pool. Lee claimed he would help Horowitz find a site for the pool. Shortly thereafter, Lee filed his complaint, which effectively stopped pool construction and caused Horowitz to lose in excess of \$5,000.00 in the process.

B. Abuse of Process and Malicious Prosecution

1. Defendants Horowitz hereby incorporate by reference all of the above counts and further complain that Plaintiff LEE knowingly and willfully asked his attorney to file a complaint, which was clearly based on fraud and deception. These acts violate the laws, which prohibit abuse of process, and malicious prosecution.

Subsequent to the opening of Escrow, there was two hundred thousand and no/100 dollars (\$200,000.00) in the escrow account. Lee needed the eighty five thousand and no/100 dollars (\$85,000.00) to pay to the Federal Government to release a lien,

asserted by the U.S. Government. Lee made promises which are set forth in the Agreement For Closing Escrow. The eighty five thousand and no/100 dollars (\$85,000.00) was disbursed to Lee from Escrow before the closing of escrow contrary to the typical practice because of the representations of Defendant Lee to Horowitz. The preparation of the agreement and pretense of friendship to obtain the \$85,000.00 was a fraudulent inducement into entering into the Agreement For Closing Escrow. In addition to fraud, these acts support allegations in this counterclaim for abuse of process and malicious prosecution.

WHEREFORE, Defendants HOROWITZ and ROYAL BLOODLINE OF DAVID pray:

1. That process issues herein citing and summoning Plaintiff CECIL LORAN LEE to respond to the Counterclaims.
2. That upon a hearing that there be ascertained a total amount currently due to Lee, if anything after the Court has awarded special, general and punitive damages against LEE including interest, advances, all costs and attorneys' fees.
3. That the Court determine the exact amount, which is now owed for satisfaction of the mortgage on said property and whether it is to be paid to Maise or Lee or both and in what amounts.

4. That upon the payment of that Court ordered amount by Horowitz, both Lee and Maise shall be ordered to execute whatever deeds, releases, or other documents are necessary to insure that Horowitz Defendants take the title to said properties unencumbered by any interests that currently lie in either Maise or Lee or that otherwise cloud title to the real properties at issue.

5. That Defendant HOROWITZ has whatever relief, the Court deems just and equitable, including attorney's fees and costs for bringing this action.

DATED: Honolulu, Hawaii 30 June 2006.

John S. Carroll
JOHN S. CARROLL

Attorney for Defendants
LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ
AND THE ROYAL BLOODLINE OF DAVID

EXHIBIT B
PAGE 8 OF 18

Exhibit 17: Agreement to Close Escrow.

Legal Addendum to the DROA
Escrow 302-00225945-BJI

—Agreement for Closing Escrow—

Be it declared, hereby, that The Royal Bloodline of David, Buyer of the escrow Property identified by Tax Map Key No. 1-3-001:049 and 043, the DROA of which is currently being serviced by the Island Title Company (escrow 302-00225945-BJI), agrees to pay the Seller, Mr. C. Loren Lee (aka Loren Lee), the sum of \$25,000 as payment upon fulfilling the following terms and conditions:

- 1) Seller agrees by this agreement that the mortgage granted to the Buyer by the Seller will not be called, and the Property will not be foreclosed upon, for any reason other than failure to make payments in a timely fashion as stated in the mortgage agreement. For example: a) the construction of improvements may be made without Seller's approval without having a foreclosure of the mortgage; b) if the Buyer-Borrower fails to keep hurricane, flood, or public liability insurance on the property.
- 2) Pending payment in full of the \$25,000, Mr. Lee will interact amiably with the Buyer, administrative staff of the Property (if any), and guests on the Property (if any) at all times.
- 3) Mr. Lee shall provide a quit claim to all rights to the trailer and Hostel property (the underlying land sometimes referred to as the .89 acre parcel determined as per EXHIBIT B of the DROA, as well as improvements thereon).
- 4) All prior discussions and agreements concerning the lease of any of the Property being purchased by Buyer is void and no longer of any effect. Unless the Buyer and Seller enter into a future written agreement, Buyer has no current obligation to lease, rent, or otherwise allow the Seller to occupy any of the Property being purchased including the .89 acre parcel detailed in Exhibit B of the DROA.

The \$25,000 will be paid to the Seller upon the Seller delivering a release of the purchase money mortgage security, the \$350,000.00 note, to the Buyer. At that time, the Buyer shall have the option to pay the \$25,000 in either of the following ways:

- a) payment in full at the time of delivery of the release, and
- b) by giving Buyer a unsecured promissory note for \$25,000 payable without prepayment penalty in monthly payments over five years at five percent (5%) interest per annum; with the first monthly payment due one month from the date of delivery of the release of the purchase money mortgage.

EXHIBIT

B

PAGE 9

OF

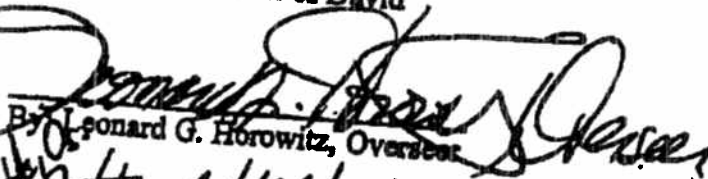
18

Exhibit Page 1 of 4

EXHIBIT A

Accepted by:

The Royal Bloodline of David

By  Leonard G. Horowitz, Overseer

Date

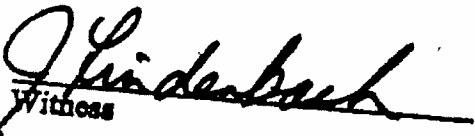
11/14/04



C. Loren Lee, Seller

Date

11/14/04



Witness

EXHIBIT

B

PAGE

0 OF

18

Page 2 of 4

MAY 23 09 11:48 PM

N. MOROWITZ

13-2006

Not Indented

Legal Addendum to the DROA
Escrow 302-00225945-BJI

This is New Roman

-Agreement for Closing Escrow-

Be it declared, hereby, that The Royal Bloodline of David, Buyer of the escrow Property identified by Tax Map Key No. V-3-001:049 and 043, the DROA of which is currently being serviced by the Island Title Company (escrow 302-00225945-BK.1) agrees to pay the Seller, Mr. C. Loren Lee (aka Loren Lee), the sum of \$25,000 as payment upon fulfilling the following terms and conditions:

- 1) Pending payment in full of the \$25,000, Mr. Lee will interact amiably with the Buyer, administrative staff of the Property (if any), and guests on the Property (if any) at all times.
- 2) Mr. Lee shall provide a quit claim to all rights to the trailer and Hostel property (the underlying land sometimes referred to as the .89 acre parcel determined as per EXHIBIT B of the DROA, as well as improvements thereon).
- 3) All prior discussions and agreements concerning the lease of any of the Property being purchased by Buyer is void and no longer of any effect. Unless the Buyer and Seller enter into a future written agreement, Buyer has no current obligation to lease, rent, or otherwise allow the Seller to occupy any of the Property being purchased including the .89 acre parcel detailed in Exhibit B of the DROA.

The \$25,000 will be paid to the Seller upon the Seller delivering a release of the purchase money mortgage security, the \$350,000.00 note, to the Buyer. At that time, the Buyer shall have the option to pay the \$25,000 in either of the following ways:

- a) payment in full at the time of delivery of the release, and
- b) by giving Buyer a unsecured promissary note for \$25,000 payable without prepayment penalty in monthly payments over five years at five percent (5%) interest per annum; with the first monthly payment due one month from the date of delivery of the release of the purchase money mortgage.

EXHIBIT B
PAGE 11 OF 18

*Large Gap**Exhibit 3
Page 3 of 4*

EXHIBIT

PAGE 1 OF 2

Exhibits for Writ of Certiorari 7-27-19 pg. 67

*Wrong Initials**Missing Page 14*

APR 23 09 11:03P

DR. LAW HOROWITZ

APR 23 2006

P.O.

Accepted by:

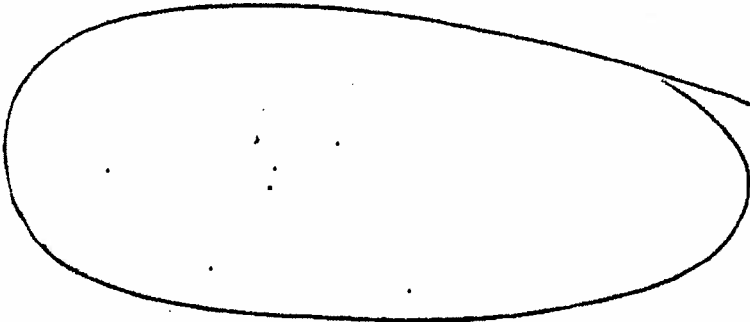
Post Script "B"

The Royal Bloodline of David

By Leonard G. Horowitz, Overseer

Date 1/14/04

C. Lonsa Lee, Seller



Missing Witness

PAGE 12 OF 18

PAGE 12 OF 18

EXHIBIT B
PAGE 12 OF 18

Missing Page #

Exhibit 3
Page 444

**Legal Addendum to the DROA
Escrow 302-00225945-BJI**

—Agreement for Closing Escrow—

Be it declared, hereby, that The Royal Bloodline of David, Buyer of the escrow Property identified by Tax Map Key No. 1-3-001:049 and 043, the DROA of which is currently being serviced by the Island Title Company (escrow 302-00225945-BJI), agrees to pay the Seller, Mr. C. Loren Lee (aka Loren Lee), the sum of \$25,000 as payment upon fulfilling the following terms and conditions:

- 1) Seller agrees by this agreement that the mortgage granted to the Buyer by the Seller will not be called, and the Property will not be foreclosed upon, for any reason other than failure to make payments in a timely fashion as stated in the mortgage agreement. For example: a) the construction of improvements may be made without Seller's approval without having a foreclosure of the mortgage; b) if the Buyer-Borrower fails to keep hurricane, flood, or public liability insurance on the property.
- 2) Pending payment in full of the \$25,000, Mr. Lee will interact amiably with the Buyer, administrative staff of the Property (if any), and guests on the Property (if any) at all times.
- 3) Mr. Lee shall provide a quit claim to all rights to the trailer and Hostel property (the underlying land sometimes referred to as the .89 acre parcel determined as per EXHIBIT B of the DROA, as well as improvements thereon).
- 4) All prior discussions and agreements concerning the lease of any of the Property being purchased by Buyer is void and no longer of any effect. Unless the Buyer and Seller enter into a future written agreement, Buyer has no current obligation to lease, rent, or otherwise allow the Seller to occupy any of the Property being purchased including the .89 acre parcel detailed in Exhibit B of the DROA.

The \$25,000 will be paid to the Seller upon the Seller delivering a release of the purchase money mortgage security, the \$350,000.00 note, to the Buyer. At that time, the Buyer shall have the option to pay the \$25,000 in either of the following ways:

- a) payment in full at the time of delivery of the release, and
- b) by giving Buyer a unsecured promissory note for \$25,000 payable without prepayment penalty in monthly payments over five years at five percent (5%) interest per annum; with the first monthly payment due one month from the date of delivery of the release of the purchase money mortgage.

**I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
CONTAINED IN THE ABOVE NUMBERED ESCROW FILE.**

ISLAND TITLE CORPORATION

BY: Karen Andrews
KAREN ANDREWS
VP, ESCROW DIVISION MANAGER

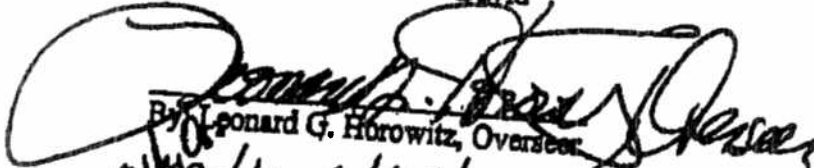
EXHIBIT B

PAGE 13 OF 18

EXHIBIT B

Accepted by:

The Royal Bloodline of David


By Leonard G. Horowitz, Overseer
Date 11/14/04



C. Loren Lee, Seller

Date 11/14/04


Witness

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
CONTAINED IN THE ABOVE NUMBERED ESCROW FILE.

ISLAND TITLE CORPORATION


BY: 
KAREN ANDREWS
VP, ESCROW DIVISION MANAGER

EXHIBIT B
PAGE 14 OF 18

Mary Martin, Esq.
Clay Chapman Crumpton
Iwamura & Pulice
Attorneys at Law
700 Bishop Street, Suite 2100
Honolulu, HI. 96813

Attorney for Defendant Phillip Maise

DATED: Honolulu, Hawaii 30 June 2006.



JOHN S. CARROLL

Attorney for Defendants
LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ
AND THE ROYAL BLOODLINE OF DAVID

EXHIBIT B
PAGE 16 OF 18

FILED

JOHN S. CARROLL #0649
345 Queen St., Suite 607
Honolulu, Hawaii 96813
Telephone: (808) 526-9111
Facsimile: (808) 545-3800

2008 MAR 24 PM 12:57
C. GANDALIRA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

Attorney for Defendants and
Counterclaimants
LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ AND
THE ROYAL BLOODLINE OF DAVID

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE,	)	CIVIL No. 05-1-0196
	)	(Foreclosure)
Plaintiff and)	
Counterclaim-)	
Defendant	)	DEFENDANTS AND
vs.	)	COUNTERCLAIMANTS LEONARD
	)	GEORGE HOROWITZ, JACQUELINE
LEONARD GEORGE HOROWITZ,	)	LINDENBACH HOROWITZ AND THE
JACQUELINE LINDENBACH	)	ROYAL BLOODLINE OF DAVID'S
HOROWITZ AND THE ROYAL	)	MEMORANDUM IN OPPOSITION TO
BLOODLINE OF DAVID, JOHN	)	PLAINTIFF'S MOTION FOR
DOES 1-10, JANE DOES 1-10,	)	JUDGMENT AS A MATTER OF LAW OR
DOE PARTNERSHIPS 1-10, DOE	)	ALTERNATIVELY NEW TRIAL ON
CORPORATIONS 1-10, DOE	)	ISSUE OF DEFENDANT'S JULY 6 TH ,
ENTITIES, DOE GOVERNMENTAL	)	2006 COUNTERCLAIM FOR FRAUD
UNITS,	)	AND MISREPRESENTATION, FILED
	)	HEREIN ON MARCH 11, 2008;
Defendants and	)	CERTIFICATE OF SERVICE
Counterclaimants.)	
	)	(Non-Hearing Motion)
)	
	)	Trial: February 12, 2008
)	
	)	Judge: Honorable Ronald Ibarra
)	
)	

Exhibit B

**DEFENDANTS AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF
DAVID'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR
JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE
OF DEFENDANT'S JULY 6TH, 2006 COUNTERCLAIM FOR FRAUD AND
MISREPRESENTATION, FILED HEREIN ON MARCH 11, 2008**

I.
INTRODUCTION

DEFENDANTS AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID, by and through their attorney, John S. Carroll and hereby opposes to Plaintiff's Motion For Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th, 2006 Counterclaim for Fraud and Misrepresentation, filed herein on March 11, 2008 (hereinafter "motion").

II.
FACTUAL SUMMARY

A. Plaintiff's Motion is Untimely and Does Not Comply with the Rule 50 of the Hawaii Rules of Civil Procedure.

An instruction stated by the Court indicated that parties should submit Post Trial Motions the week of February 25th, 2008. The Plaintiff's current motion is filed on March 11, 2008 and not timely filed.

Rule 50(a) of the Hawaii Rules of Civil Procedure which is the basis for the utilization of this Rule states that

. . . "(2) Motions for judgment as a matter of law may be made at any time before submission of the case to the jury. Such a motion shall specify the judgment

sought and the law and the facts on which the moving party is entitled to judgment."

There is no final judgment with respect to this matter thus filing of a Motion for a new trial is not timely. The Plaintiff failed to move for a judgment NOV at the time the special verdict of the jury was announced as is required by the Rules for assertion of an NOV motion. The procedural requirements of this particular rule are not only not met but they are not even mentioned in the body of his motion or memorandum. This lengthy diatribe is a total waste of the Court's time, Intervenor's time and the time of the undersigned Counsel.

B. Plaintiff's Motion is Frivolous

This motion is frivolous in nature. Defendant's Counsel prays the Court will find in accord with the provisions of Hawaii Revised Statutes **§607-14.5** specifically states the following regarding award of attorney's fees:

"...the Court **upon a specific finding** that all or a portion of the party's claim or defense was frivolous as provided in subsection (b). (Emphasis added).

(b) "...In determining the award of attorney's fees and costs and the amounts to be awarded, the court must find in writing that all or a portion of the claims or defenses made by the party are frivolous and are not reasonably supported by the facts and the law in the civil action".

In this case Plaintiff's motion is frivolous.

II.
CONCLUSION

Based on all of the above, the records and files herein, Plaintiff's motion should be denied. Attorney's fees and costs should be awarded to Defendant's based on the frivolous nature of this claim.

DATED: Honolulu, Hawaii, 21 March 2008

John S. Carroll
JOHN S. CARROLL
Attorney for Defendants
LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ AND
THE ROYAL BLOODLINE OF DAVID

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE,	)	CIVIL No. 05-1-0196
	)	(Foreclosure)
Plaintiff and)	
Counterclaim-)	
Defendant)	
vs.	)	CERTIFICATE OF SERVICE
)	
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)	
CORPORATIONS 1-10, DOE)	
ENTITIES, DOE GOVERNMENTAL)	
UNITS,)	
)	
Defendants and)	
Counterclaimants.)	
)	


CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing document was served on the following party or person at his last known address by depositing the same in the U.S. mail, postage prepaid on this date:

Dan O'Phelan, Esq.
Law Offices of Dan O'Phelan P.C.
319 Haili Street
Hilo, Hawaii 96720
Attorney for Plaintiff
CECIL LORAN LEE

PHILIP B. MAISE
12-118 Kipuka Street
Pahoa, Hawaii 96778-8029
Intervenor Pro Se

DATED: Honolulu, Hawaii March 21, 2008.

A handwritten signature in black ink, appearing to read "John S. Carroll", is written over a horizontal line.

JOHN S. CARROLL
Attorney for Defendants and
Counterclaimants
LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ
AND THE ROYAL BLOODLINE OF DAVID

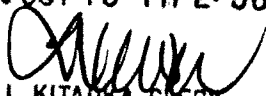
10
FILED

cc:
J. Carroll, Esq.
C. Lee
P. Maise

2008 OCT 15 PM 2: 50

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII


L. KITAURA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

CECIL LORAN LEE,	)	CIVIL NO. 05-1-196
)	
Plaintiff and	)	ORDER GRANTING PLAINTIFF'S
Counterclaim Defendant	)	MOTION FOR JUDGMENT AS A
	)	MATTER OF LAW OR
vs.	)	ALTERNATIVELY NEW TRIAL ON
	)	ISSUE OF DEFENDANT'S JULY 6 TH ,
LEONARD GEORGE HOROWITZ,	)	2006 COUNTERCLAIM FOR FRAUD
JACQUELINE LINDENBACH HOROWITZ	)	AND MISREPRESENTATION
AND THE ROYAL BLOODLINE OF DAVID,)	
JOHN DOES 1-10, JANE DOES 1-10, DOE)	
PARTNERSHIPS 1-10, DOE	)	JUDGE RONALD IBARRA
CORPORATIONS 1-10, DOE ENTITIES,)	
DOE GOVERNMENTAL UNITS,)	
)	
Defendants and)	
Counterclaimants.)	
)	

ORDER GRANTING PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF
LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANT'S JULY 6TH,
2006 COUNTERCLAIM FOR FRAUD AND MISREPRESENTATION

This matter, having come before the Honorable Ronald Ibarra, pursuant to Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th, 2006, Counterclaim for Fraud and Misrepresentation, filed on March 11, 2008 and heard on August 12, 2008. Cecil Loran Lee appeared pro se as Plaintiff and John Carroll, Esq. appeared on behalf of Defendants. The Court having heard the argument at hearing; and having reviewed the Memorandum in Support of Motion; Exhibits A-F; and Declaration of Dan O'Phelan attached; Defendants and Counterclaimants Leonard George Horowitz and The Royal Bloodline of David's Memorandum in Opposition to Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th

Exhibit C

Exhibits for Writ of Certiori 7-27-19 pg. 79

2006 Counterclaim for Fraud and Misrepresentation, filed herein on March 11, 2008, filed on March 24, 2008; Notice of Re-Submission of Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th, 2006 Counterclaim for Fraud and Misrepresentation; Memorandum in Support of Motion; Exhibits A-G; Declaration of Dan O'Phelan, filed on June 26, 2008; and Notice of Resubmission of Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th, 2006 Counterclaim for Fraud and Misrepresentation; Memorandum in Support of Motion; Exhibits A-F; Declaration of Dan O'Phelan, filed on July 29, 2008; as well as the record and file of the case,

IT IS HEREBY ORDERED, Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th, 2006, Counterclaim for Fraud and Misrepresentation is GRANTED and judgment in favor of Plaintiff and Counterclaim Defendant shall be entered on the issue of Defendants' Counterclaim for Fraud and Misrepresentation as Defendants and Counterclaimants' failed to plead fraud or misrepresentation as to the sale of the property with particularity.

DATED: Kealahou, Hawaii 10/14/08.



JUDGE OF THE ABOVE-ENTITLED COURT

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

CECIL LORAN LEE,
Plaintiff,
vs.

LEONARD GEORGE HOROWITZ, ET AL.,
Defendants.

CIVIL NO. 05-1-196

JURY QUESTION NO. 1

THIRD CIRCUIT COURT
STATE OF HAWAII
CLERK

2008 FEB 21 PM 4:48

FILED

JURY QUESTION NO. 1

If someone buys a business that isn't
licensed or permitted and the buying party losses
money due to the misrepresentation is that
legal cause to claim losses as per question #10

Long An

Foreperson

Exhibit 8

MISREPRESENTATION

The misrepresentation must be both false and fraudulent, in order to make the party making it, responsible to the other for damages. It is not every misrepresentation which will make a party liable; when a mere misstatement of a fact has been erroneously made, without fraud, in a casual, improvident communication, respecting a matter which the person to whom the communication was made, and who had an interest in it, should not have taken upon trust, but is bound to inquire himself, and had the means of ascertaining the truth, there would be no responsibility and when the informant was under no legal pledge or obligation as to the precise accuracy and correctness of his statement, the other party can maintain no action for the consequences of that statement, upon which it was his indiscretion to place reliance.

Paul J. Sulla, Jr. (SBN 5398)
2061 Kalaniana'ole Ave.
P. O. Box 5258
Hilo, HI 96720
808-933-3600 telephone
808-933-3601 fax

Attorney for Plaintiff,
CECIL LORAN LEE

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

2009 JUL 16 PM 4:15
J. MACKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

FILED

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

Civil No.05-1-196
(Foreclosure)

**MOTION FOR SUBSTITUTION OF
PLAINTIFF; EXHIBIT "A";
DECLARATION OF COUNSEL IN
SUPPORT OF MOTION; EXHIBITS
"1"- "6"; NOTICE OF NON-
HEARING MOTION; CERTIFICATE
OF SERVICE**

MOTION FOR SUBSTITUTION OF PLAINTIFF

Now comes Paul J. Sulla, Jr., attorney for Plaintiff Cecil Loran Lee, deceased, who pursuant to Hawaii Rules of Civil Procedure, Rule 25(a) moves this honorable court for an order substituting *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* with Jason Hester as successor Overseer, as plaintiff in place of Cecil Loran Lee

in the above matter. Cecil Loran Lee died intestate on June 27, 2009. The claim of the plaintiff was not extinguished by the plaintiff's death. See the Proposed Order for Substitution of Plaintiff attached hereto as Exhibit "A".

Prior to Cecil Loran Lee's death he assigned the two Promissory Notes, which are the subject matter of this current action, to a Corporate Sole entitled *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* formed pursuant to Hawaii Revised Statutes, Chapter 419.

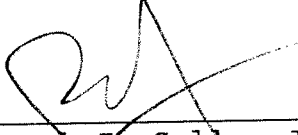
By Assignment of Mortgage dated March 15, 2009, Cecil Loran Lee individually assigned all of his right, title and interest in the Mortgage securing the Promissory Note in the amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) dated January 15, 2004, payable by the defendant Leonard George Horowitz, individually and as Overseer of the Royal Bloodline of David, a Washington non-profit corporation, to the said corporate sole.

The successor Overseer to *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* is Jason Hester of Pahoa, Hawaii, the nephew of Cecil Loran Lee.

Wherefore, the undersigned moves the court for an Order of Substitution of Plaintiff in this subject action substituting *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* with Jason Hester of Pahoa as successor Overseer, as the party plaintiff in the above-captioned matter in place of Cecil Loran Lee, individually, deceased.

Attached to this motion is the Declaration of Paul J. Sulla, Jr. attorney for the deceased Cecil Loran Lee and Exhibits 1-6.

DATED: Hilo, Hawai'i on this 14 day of July, 2009.



Paul J. Sulla, Jr.
Attorney for Plaintiff-
Counterclaim/Defendant

Paul J. Sulla, Jr. (SBN 5398)
2061 Kalaniana'ole Ave.
P. O. Box 5258
Hilo, HI 96720
808-933-3600 telephone
808-933-3601 fax

Attorney for Plaintiff,
CECIL LORAN LEE

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

Civil No.05-1-196
(Foreclosure)

**ORDER FOR SUBSTITUTION OF
PLAINTIFF**

ORDER FOR SUBSTITUTION OF PLAINTIFF

This matter came before the Honorable Judge Ronald.
After review of the pleadings records and documents in the
file the court makes the following order:

IT IS HEREBY ORDERED that *The Office of Overseer, a
Corporate Sole and its Successor Over and for the Popular
Assembly of Revitalize, a Gospel of Believers*, with Jason
Hestor as successor Overseer, is substituted as the party

plaintiff in the above-captioned matter in place of Cecil Loran Lee, individually, deceased.

Dated: Kealahou, Hawaii this ____ day of ____, 2009.

JUDGE OF THE ABOVE-ENTITLED COURT

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

Civil No.05-1-196
(Kona)

**DECLARATION OF COUNSEL IN
SUPPORT OF MOTION**

DECLARATION OF COUNSEL IN SUPPORT OF MOTION

I, Paul J. Sulla, Jr., declare and state as follows:

1. That I am an attorney licensed to practice in the State of Hawaii and am the attorney of records for the Plaintiff Cecil Loran Lee, deceased.

2. Cecil Loran Lee passes away on June 27, 2009 in the state of Arizona. A true and correct copy of the newspaper obituary of Cecil Loran Lee is attached hereto as **Exhibit "1"**.

3. Prior to Mr. Lee's death, on or about May 8, 2009, he created a corporate sole pursuant to Hawaii Revised Statutes, Chapter 419, entitled *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers*, naming himself

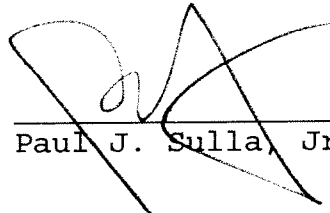
as the incumbent Overseer and his nephew, Jason Hester as successor by the Articles of Incorporation. A true and correct copy of the Articles of Incorporation are attached hereto as **Exhibit "2"**.

4. On May 15, 2009, Cecil Loran Lee assigned all his right, title and interest to the two (2) Promissory Notes and Mortgage made by the defendants, which are the subject matter of the instant action, to Cecil Loran Lee, Overseer, The *Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers*, a Hawaii corporate sole, under which Cecil Loran Lee was the original incumbent Overseer. True and correct copies of the Assignment of Promissory Note(s) are attached as **Exhibits "3" and "4"**. A true and correct copy of the Assignment of Mortgage is attached hereto as **Exhibit "5"**.

5. Upon Cecil Loran Lee's death on June 27, 2009, Jason Hester of Pahoa, Hawaii became the successor Overseer of the corporate sole, *Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* in place of Cecil Loran Lee. A Certificate of Incumbency has been prepared pursuant to Hawaii Revised Statutes Chapter 419.5 to be filed with the Department of Commerce and Consumer Affairs- Business Registration to replace Mr. Lee with Jason Hester as the Overseer of the said

corporate sole. A true and correct copy of the Certificate of Incumbency is attached hereto as Exhibit "6".

Signed as true and correct under the penalties of law of the State of Hawaii this 14 day of July, 2009.



Paul J. Sulla, Jr.

135

Home | Contact Us | Place my ad | E-Edition | Member Log In

Partly cloudy 79°
5 Day Forecast
[News](#) [Sports](#) [Police](#) [Opinion](#) [Obituaries](#) [Community Beat](#) [Classifieds](#) [Jobs](#) [Real Estate](#) [Today's Ads](#) [Photos](#) [Video](#) [Archives](#)
Search: WMICentral.com

July 13, 2009

[Renew/Subscribe to The White Mountain Independent](#)

Cecil Loran Lee

7/13/2009



Cecil Loran Lee, 78, died Saturday, June 27, 2009, in Eagar. He was born Aug. 27, 1930, in Nutrioso to Ella Maxwell and Marion Lee. Loran resided in Pahoa, Hawaii.

Loran was an educator and businessman for 50 years. He was an accomplished pianist and organist. He received a doctorate of music from Brigham Young University and a doctorate from UCLA in college

administration.

Loran loved teaching and performing music. He was a certified reflexologist and wrote a book on reflexology.

Loran was a member of the Church of Jesus Christ of Latter-day Saints and enjoyed the wonderful experience of serving as an ordinance worker in the Kona Hawaii Temple. He also served missions for the church in El Salvador and San Francisco.

Loran is survived by his son, Clark Lee of Mesa; sisters Inez LaVerne (E. Kay) Slade of Eagar, Gwen (Murray) Hillman of Nutrioso and Ida Mae (Niles) Jones of Queen Creek; and four granddaughters. He was preceded in death by his parents, brothers Arthur Lee, Maxie Lee and Oran Lee and sister Iris LeSueur.

A graveside service was held Wednesday, July 1, at the Nutrioso Cemetery.

Burnham Mortuary of Eagar handled the arrangements.

To send condolences to the family, visit burnhammortuary.com.

Advertisement

**QUALITY HOMES.
QUALITY LIVING.
YOU HAVE TO SEE IT TO
BELIEVE IT.
TO FIND OUT MORE GO TO
WWW.AZHOUSING.ORG**

That's Living In Your New Home!

1-800-830-3006

Manufactured Housing Industry of Arizona

©WMICentral 2009

Reader Comments

Added: Thursday July 09, 2009 at 11:00 PM EST

delightful personality

oh, when i was 12, i had such a 'crush' on him; he was so handsome and charming...he could talk the birds out of the trees, he once talked us into swimming across the salt river canyon where his nephew



READER POLL

Do you support plans to overhaul health care in the United States?

☐ Yes. Something has to be done to make it more affordable.

☐ No. The government shouldn't get involved. It will just degrade the quality of care.

☐ Maybe. It depends on the price tag and benefits.

☐ No opinion.

[view results](#)

HIGHLIGHTS
SPORTS
Davis stretches point lead following racing twinbill
Little League baseball - Blue Ridge Minors win area tournament
Budding stars cowboy up in Hon-Dah holiday rodeos
EDITORIAL
From other pens - A closer look at the IPCC
FISHING/OUTDOORS
Fishing Report - July 13, 2009
TOP READ TODAY
Woman reportedly tries to run over husband with car (771)
Body found in Lyman Lake may be missing Colo. mom (542)
Woman says town should buy her property (327)
From other pens - A closer look at the IPCC (319)

HATCH MOTOR COMPANY
SHOW LOW • SHOW LAKE

Shop Our Huge New and Used Inventory ONLINE!

We Simply Sell For Less!



EXHIBIT

7/13/2009

http://www.wmicentral.com/site/index.cfm?newsid=20340379&BRD=2264&PAG=461&dept_id=50596...

1

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richard Street
PO Box 40, Honolulu, HI 96810
ARTICLES OF INCORPORATION
CORPORATION SOLE FOR ECCLESIASTICAL PURPOSES
(Section 419, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

Article I

The name of the Corporation Sole is:

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

Article II

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

Article III

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

Article IV

The period of duration of the corporate sole is perpetual.

EXHIBIT "2"

2

05/29/200920052

05/29/200920052

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



James M. Redford
DIRECTOR OF COMMERCE AND
CONSUMER AFFAIRS

Date: May 29, 2009

05/29/200920052

Article V

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

Article VI

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

05/29/200920052

05/29/200920052

Article VII

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

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

Article VIII

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

Article IX

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

Article X

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

05/29/200920052

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

Witness my hand this 8 day of May, 2009.

CECIL LORAN LEE

Cecil Loran Lee

CERTIFICATE OF EVIDENCE OF APPOINTMENT

Asseveration

State of Hawaii)

)

Signed and Sealed

County of Hawaii)

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



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

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

RECEIVED MAY-26-2009 11:27

FROM-

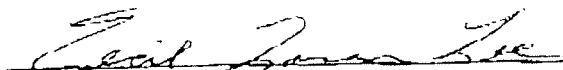
TO-DCCA BREG

PAGE 013

General Certification

I, Cecil Loran Lee, the named Overseer in **The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers** the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said **Cecil Loran Lee**, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the 8 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.


Here.

Affix Seal

Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for **The Popular Assembly of REVITALIZE, A GOSPEL OF BELIEVERS** an incorporated Church assembly,
in the nature of Ecclesia

STATEMENT OF INCUMBENCY

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

BE IT KNOWN BY THESE PRESENTS that Cecil Loran Lee of 13-811 Malama Street Pahoa, HI 96778 is the current incumbent OVERSEER for the corporation sole known as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**. This Statement of Incumbency is provided pursuant to Hawaii Revised Statutes c.419-5.

Pursuant to Cecil Loran Lee's right to worship Almighty God, in accordance with the dictates of his own conscience, and having, humbly, taken possession of The Office of OVERSEER on the 28 day of May in the year two thousand nine, the OVERSEER does hereby certify, and adopt this "Statement of Incumbency".


In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and by this Statement of Incumbency hereby notifies the State of Hawaii that Cecil Loran Lee is the duly appointed incumbent OVERSEER.

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, does hereby establish that Cecil Loran Lee is the duly appointed incumbent OVERSEER of this corporate sole created for the purposes of administering and managing the affairs, property, and temporalities of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation in the nature of Ecclesia.

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the 28 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.



Here. Affix Seal

Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

Assignment of Promissory Note

THIS ASSIGNMENT dated May 15, 2009

BETWEEN:

LORAN LEE a/k/a C. LORAN LEE

(the "Assignor")

-and-

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

(the "Assignee")

WHEREAS:

- (A) THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation (the "Debtor") is indebted to the Assignor in the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Debt"), see copies attached as Exhibit "A";
- (B) The Debt is secured by a Mortgage recorded with the Bureau of Conveyances for the State of Hawaii, Document No. 2004-014441 ("Mortgage"), concerning certain premises consisting of 17.87 acres more or less located at TMK (3) 1-3-001:049 and 043, Kalapana, County and State of Hawaii; and
- (C) The Assignor wishes to assign to the Assignee, and the Assignee wishes to receive an assignment of the Debt;

NOW THEREFORE in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Assignor hereby assigns, transfers and sets over unto the Assignee the Debt together with the Mortgage and all advantage and benefit to be derived therefrom.
- 2. As consideration for the assignment, the Assignee agrees to pay to the Assignor, concurrently with the execution of this Agreement, the sum of \$10.00 and other valuable consideration.
- 3. The Assignor hereby acknowledges, covenants and agrees that the Debt is justly and truly owing by the Debtor to the Assignor.

Assignment of Promissory Note

THIS ASSIGNMENT dated May 15, 2009

BETWEEN:

LORAN LEE a/k/a C. LORAN LEE

(the "Assignor")

-and-

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

(the "Assignee")

WHEREAS:

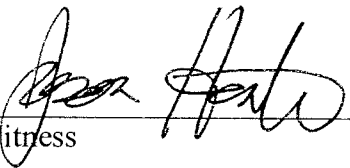
- (A) THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation (the "Debtor") is indebted to the Assignor in the sum of Twenty Five Thousand Dollars (\$25,000.00) (the "Debt"), see copies attached as Exhibit "A";
- (B) The Debt is secured by a Mortgage recorded with the Bureau of Conveyances for the State of Hawaii, Document No. 2004-014441 ("Mortgage"), concerning certain premises consisting of 17.87 acres more or less located at TMK (3) 1-3-001:049 and 043, Kalapana, County and State of Hawaii; and
- (C) The Assignor wishes to assign to the Assignee, and the Assignee wishes to receive an assignment of the Debt;

NOW THEREFORE in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Assignor hereby assigns, transfers and sets over unto the Assignee the Debt together with the Mortgage and all advantage and benefit to be derived therefrom.
- 2. As consideration for the assignment, the Assignee agrees to pay to the Assignor, concurrently with the execution of this Agreement, the sum of \$10.00 and other valuable consideration.
- 3. The Assignor hereby acknowledges, covenants and agrees that the Debt is justly and truly owing by the Debtor to the Assignor.

4. The Assignor covenants and agrees with the Assignee that the Assignor shall assign to the Assignee all its or his right, title and interest in the Mortgage security in respect of the Debt assigned by this Assignment, and the same shall be deemed security granted by the Assignor to the Assignee.
5. The Assignor acknowledges and agrees that all his rights in respect of the Debt have been assigned to the Assignee but that the acceptance by the Assignee of this Assignment shall impose upon the Assignee the obligation to take any steps to effect the collection of same or to ensure that the Debt does not become statute barred by the operation of any law relating to limitation of actions, or otherwise.

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



Witness



LORAN LEE A/K/A/ C. LORAN LEE



Witness

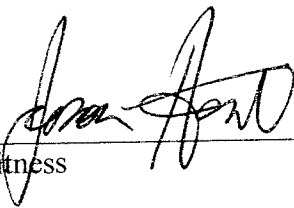


CECIL LORAN LEE, OVERSEER

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

4. The Assignor covenants and agrees with the Assignee that the Assignor shall assign to the Assignee all its or his right, title and interest in the Mortgage security in respect of the Debt assigned by this Assignment, and the same shall be deemed security granted by the Assignor to the Assignee.
5. The Assignor acknowledges and agrees that all his rights in respect of the Debt have been assigned to the Assignee but that the acceptance by the Assignee of this Assignment shall impose upon the Assignee the obligation to take any steps to effect the collection of same or to ensure that the Debt does not become statute barred by the operation of any law relating to limitation of actions, or otherwise.

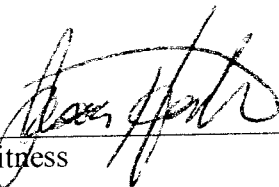
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.



Witness



LORAN LEE A/K/A/ C. LORAN LEE



Witness



CECIL LORAN LEE, OVERSEER

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

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

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

TMK Nos. (3) 1-3-001:049 and 043

ASSIGNMENT OF MORTGAGE

THIS **ASSIGNMENT OF MORTGAGE** (herein referenced to as the "Assignment") is made as of this 11th day of May, 2009 by **LORAN LEE, a/k/a C. LORAN LEE and/or CECIL LORAN LEE**, an unmarried individual, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereinafter referred to as the "Assignor") for the benefit of **CECIL LORAN LEE, OVERSEER of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred to as the "Assignee").

WITNESSETH

WHEREAS, Assignor is the holder of that certain Mortgage together with the debt and Note secured hereby, in the original principal sum of **Three Hundred Fifty Thousand Dollars (\$350,000.00)** given by **THE ROYAL BLOODLINE OF DAVID**, a Hawaiian non-profit corporation whose address is P.O. Box 1739, Newport, WA 99156, (hereinafter referred to as "Mortgagor").

WHEREAS, the said Mortgage is dated January 15, 2004 and recorded in the Bureau of Conveyances of the State of Hawaii, Document No. 2004-014441, and it encumbers and is a lien upon that certain real property consisting of 17.87 acres more or less located in Kalapana, in the County and State of Hawaii, described in Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"); and,

WHEREAS, Assignor is desirous of assigning said Mortgage, together with the Note and debt therein described to Assignee; and

WHEREAS, Assignee is desirous of receiving and holding said Mortgage, together with the Note and the debt therein described, from Assignor.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heirs, successors and assigns, forever all of its right, title and interest in, to and under said Mortgage described above, together with the debt and Note secured thereby; together with any and all rights, interests and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgage, its successors or assigns in the same.

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

3, Governing Law. This Assignment shall be governed, construed and interpreted by, through and under the laws of the State of Hawaii.

4. Headings. Paragraph headings contained herein are for the convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment to Assignee on the date hereof.

LORAN LEE a/k/a C. LORAN LEE



Assignor

STATE OF HAWAII)
) ss.
COUNTY OF HAWAII)

On this 15 day of May, 2009, before me personally appeared LORAN LEE a/k/a C. LORAN LEE and CECIL LORAN LEE to me known (or who has proven to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing **ASSIGNMENT OF MORTGAGE**, dated May 15, 2009 and consisting of 3 pages total, who, being duly sworn, acknowledged that he executed said instrument as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.



(Notary signature)

Collins Tomei

(Print notary name)

Notary Public

Third Judicial Circuit

State of Hawai'i

[Stamp or Seal]

My commission expires: 02-20-2010

12

EXHIBIT A

ITEM I:

LOT 15-D
A Portion of Lot 15
Grant 5005 to J. B. Elderts

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

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

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. B. Elderts to a pipe;

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

4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01446

ITEM II:

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

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

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

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

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

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-61444, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-61444.

SUBJECT, HOWEVER, TO:

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

As to the road remnant within the land herein described:

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

3. AS TO ITEM II:-

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

END OF EXHIBIT X

General Certification

I, **Jason Hestor**, the named Overseer in **The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers** the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said **Jason Hestor**, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the _____ day of _____ in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.

_____ Affix Seal Here.

Jason Hestor, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

GENESIS

WHEREAS, the presiding Sovereign, in seeking harmony with God and Man; according to Scripture were it states: *"Thou shalt love God with all thy heart and all thy mind and all thy soul and with all thy body, and thou shalt love they neighbor as thyself,"* and;

WHEREAS, our founding fathers know that the creator of an entity is its GOD, and thought it repugnant that a State created corporation could serve as a Church or Religious Assembly; and thus referred to Canon Law, Ecclesiastical Law and common Law which recognize the Corporation Sole as a long established and pragmatic Religious Assembly;

WHEREAS, this instrument is not a creation of or by the State of Hawaii, or any other State in the United States of American as it is now constituted or of any other country on the world earth of Hawaii or the territory of or republic of Hawaii or the Kingdom of Hawaii;

WHEREAS, this written instrument is for the purpose of Acknowledgment of this lawful Sovereign this corporation sole, herein designated as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, which derives its powers of Creation and Existence from a divinely inspired "body of believers", under the guidance and support of the Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of ecclesia.

WHEREAS this Office of **OVERSEER** and "Statement of Incumbency" have been anointed and petitioned by the members of this Spiritual Assembly, to accept said position, such Office and Assembly being protected by the First Article of The Bill of Rights of the Constitution for the United States of America, which Office and Assembly is also recognized in Article One section four of the Constitution of the State of Hawaii.

WHEREAS it is declared by said The Bill of Rights for the United States Constitution and the Constitution of the State of Hawaii, and through the intent of its Framers that *"Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof..."* by the creation of an aggregate incorporated State-religious order;

WHEREAS by this "**Statement of Incumbency**" and through the aforementioned existing corporation sole, a Treaty Relationship is established by the between the State of Hawaii and all the other States in the United States and **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**. The Office is recognized by all Common Law, Canon Law, Contract Law, Ecclesiastic Law, International Law, by the Law of Nations, by lawfully ratified Treaties, Commonwealth(s), Monarch(s), Emperor(s), King(s), Queen(s), President(s), Pope(s), Chief(s), Shah(s), Mir(s), Sheik(s), Chairmen, Overseer(s), Sovereigns and other designated Titular Head(s), States, states or other corporations.

THEREFORE LET IT BE KNOWN that this written **Statement of Incumbency** is provided pursuant to Hawaii Revised Statutes c.419-5 for the purpose of acknowledgment of this lawful Sovereign entity. Let it be known that the creator of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** is NOT the State or Territory, but a "body of believers" who, by election have established this Office of **OVERSEER** of this Corporation Sole and have furthermore elected an honorable and righteous believer, to fill This Office, who will place only the laws of God before the Laws of Nature and of Nature's God, and serve them well. Let it be known that this "**Statement of Incumbency**" is an instrument solely intended for the State or Territory to acknowledge this Corporation Sole which is already created, established, and recognized by this "body of believers", it is not in any way intended to infer or confer State authority to create, nor is this "**Statement of Incumbency**" to be considered articles of incorporation.

STATEMENT OF INCUMBENCY

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

BE IT KNOWN BY THESE PRESENTS that Jason Hestor of P.O. Box 758, Pahoa, HI 96778 is the current incumbent **OVERSEER** for the corporation sole known as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**. This **Statement of Incumbency** is provided pursuant to Hawaii Revised Statutes c.419-5.

Pursuant to the right of **Jason Hestor** to worship Almighty God, in accordance with the dictates of his own conscience, and having, humbly, taken possession of The Office of **OVERSEER** on the 28th day of June in the year two thousand nine, the **OVERSEER** does hereby certify, and adopt this "**Statement of Incumbency**".

In accordance with the disciplines of **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and by this **Statement of Incumbency** hereby notifies the State of Hawaii that **Jason Hestor** is the duly appointed incumbent **OVERSEER**.

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, does hereby establish that **Jason Hestor** is the duly appointed incumbent **OVERSEER** of this corporate sole created for the purposes of administering and managing the affairs, property, and temporalities of **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia.

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

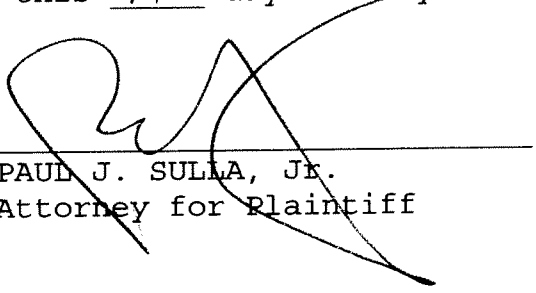
Civil No.05-1-196
(Kona)

**NOTICE OF NON-HEARING
MOTION**

NOTICE OF NON-HEARING MOTION

NOTICE IS HEREBY GIVEN that Plaintiff has filed a **MOTION TO SUBSTITUTE PLAINTIFF** with the above-entitled court. Copies of the **MOTION** have been served on all parties by mail on July 15th, 2009. Any response to said **MOTION** must be filed with the court no later than 10 days after the date of the Certificate of Service attached. If service of the Motion has been made by mail pursuant to Rule 6(e) of the Hawaii Rules of Civil Procedure, any response to said Motion must be filed with the Court no later than twelve (12) days after the date of the said Certificate of Service.

DATED: Hilo, Hawaii this 14th day of July 2009



PAUL J. SULLA, JR.
Attorney for Plaintiff

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

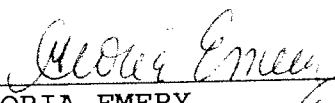
Civil No.05-1-196
(Foreclosure)

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document(s):
MOTION FOR SUBSTITUTION OF DECEASED PARTY; EXHIBIT "A";
DECLARATION OF COUNSEL IN SUPPORT OF MOTION; EXHIBITS "1"-
"6"; NOTICE OF NON-HEARING MOTION were duly served upon the
following by mailing a copy of same via U.S. Postal
Service, postage prepaid at the U.S. Post Office in Hilo,
Hawaii on this 15th day of July, 2009, to:

John Carroll, Esq.
345 Queen Street, Suite 607
Honolulu, HI 96813



GLORIA EMERY

FILED

cc:
John Carroll, Esq.
Mr. Cecil Loran Lee
Mr. Philip Maise

2009 APR 27 PM 4:28

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII


L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

CECIL LORAN LEE	)	CIVIL NO. 05-1-196
	)	(Foreclosure)
Plaintiff and)	
Counterclaim-	)	ORDER DENYING PLAINTIFF'S
Defendant,	)	MOTION TO ALTER OR AMEND
	)	THE AMENDED FINAL JUDGMENT
vs.	)	FILED FEBRUARY 23, 2009
)	
LEONARD GEORGE HOROWITZ,)	
JACQUELINE LINDENBACH HOROWITZ)	
AND THE ROYAL BLOODLINE OF DAVID,	)	JUDGE RONALD IBARRA
JOHN DOES 1-10, JANE DOES 1-10, DOE)	
PARTNERSHIPS 1-10, DOE)	
CORPORATIONS 1-10, DOE ENTITIES,)	
DOE GOVERNMENTAL UNITS,)	
)	
Defendants and)	
Counterclaimants.)	

ORDER DENYING PLAINTIFF'S MOTION TO ALTER OR AMEND THE AMENDED
FINAL JUDGMENT FILED FEBRUARY 23, 2009

This matter, having come before the Honorable Ronald Ibarra, pursuant Plaintiff's Motion to Alter or Amend the Amended Final Judgment filed February 23, 2009, filed on March 5, 2009 heard on April 7, 2009. Plaintiff Cecil Loran Lee appeared pro se and Mr. John Carroll, Esq. appeared on behalf of Defendants Horowitz/Royal Bloodline. No other appearances were made. The Court having heard the oral arguments of counsel and parties; and having reviewed the Declaration of Loran Lee attached to the motion;

Exhibit 8

Intervenor's Memorandum in Opposition to Plaintiff's Motion to Alter or Ammend [sic] Final Judgment filed February 23, 2009, Notice of Withdrawal of Intervenor, Declaration of Intervenor filed March 16, 2009; and Defendants and Counterclaimants' Memorandum in Opposition to "Plaintiff's Motion to Alter or Amend the Amended Final Judgment," Received on March 5, 2009 filed March 19, 2009; as well as the record and file of the case,

IT IS HEREBY ORDERED, Plaintiff's Motion to Alter or Amend the Amended Final Judgment filed February 23, 2009, filed on March 5, 2009 is DENIED.

DATED: Kealakekua, Hawaii

4/24/09



JUDGE OF THE ABOVE-ENTITLED COURT

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

CURRICULUM VITAE

I am, Beth Chrisman, a court qualified Forensic Document Examiner. Beginning my career in 2006, I have examined over 500 document examination cases involving over 6500 documents. I trained with the International School of Forensic Document Examination and have apprenticed under a leading court-qualified Forensic Document Expert.

Forensic Examination Provided For:

Disputed documents or signatures including: wills, checks, contracts, deeds, account ledgers, medical records, and autograph authentication. Investigation and analysis including: questioned signatures, suspect documents, forgeries, identity theft, anonymous letters, alterations, obliterations, erasures, typewritten documents, altered medical records, graffiti, handwritten numbers, and computerized and handwritten documents.

Education

- Bachelor of Science Specializing in Prosthetics and Orthotics from the University of Texas Southwestern Medical Center at Dallas
- International School of Forensic Document Examination: Certified Forensic Document Examination, Graduation Date July 2008

Specific Areas of Training:

Handwriting Identification and Discrimination, Signature Comparison, Techniques for Distinguishing Forged Signatures, Disguised Handwriting, Altered Numbers, Anonymous Writing, Laboratory Procedures, Forensic Microscopy and Forensic Photography, Identifying Printing Methods, Papers and Watermarks, Factors that Affect Writing, Demonstrative Evidence Training, Demonstrative Evidence in the High-Tech World, Forgery Detection Techniques, Detection of Forged Checks, Document Image Enhancement, Graphic Basis for Handwriting Comparison, Ethics in Business and the Legal System, Mock Courtroom Trails

- American Institute of Applied Science; 101Q Questioned Documents course completed
- 3 year on-the-job apprenticeship with Bart Baggett, a court qualified document examiner and the president of the International School of Forensic Document Examination, October 2006 – October 2009.

Apprenticeship Included:

Gathering documents, setting up case files, scanning and photographing documents, assisting with on-site examinations, interacting as client liaison with attorneys and clients, accounting and billing, peer reviews, preparing court exhibits, directed and witnessed client hand written exemplars, as well as reviewed and edited official opinion letters and reports for Mr. Baggett's office. I managed 204 cases consisting of 2157 documents during this time period.

Furthermore, I began taking active individual cases that were mentored and/or peer reviewed by Bart Baggett.

- ACFEI Conference October 2009, Las Vegas, NV. (American College of Forensic Examiners International) Attended specific lectures on ink and paper counterfeiting by FBI personnel.

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

CURRICULUM VITAE Cont.

Further Qualifications:

I am the Director of the International School of Forensic Document Examination; creating curriculum, choosing textbooks, creating schedules and overseeing student apprentice qualifications for students worldwide. I teach and mentor students worldwide, including students in the United States, New Zealand, Australia, India and Slovakia. I also peer review cases for other working document examiners.

Laboratory Equipment:

Numerous magnifying devices including 30x, 20x and 10x loupes, Light Tracer light box, protractor, calipers, metric measuring devices, slope protractor and letter frequency plate, handwriting letter slant and comparison plate, typewriter measurement plate, type angle plate, digital photography equipment, zPix 26x-130x zoom digital hand-held microscope, zOrb 35x digital microscope, an illuminated stereo microscope, Compaq Presario R3000, HP PC, 2 high resolution printers, 2 digital scanners, 1 high resolution facsimile machine, and a copy machine.

Library

Numerous forensic document examination titles and other handwriting reference materials.

DECLARATION OF BETH CHRISMAN

I, BETH CHRISMAN, hereby declare as follows:

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

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

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

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

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

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

13 **5. Observations and Opinions:**

14 PAGE NUMBERING:

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

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

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

22 DOCUMENT PAGES:

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

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

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

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

6 PAGES 5 AND 6

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

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

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

20 PAGE 8.

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

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

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

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

4 **7. Declaration:**

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

9 
10 BETH CHRISMAN
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 ACKNOWLEDGMENT

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

5
6 State of California

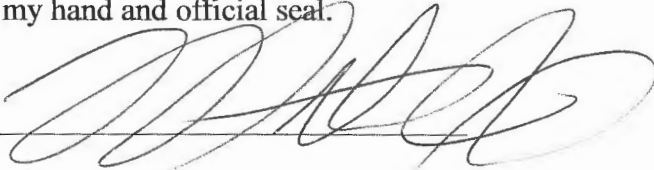
7 County of Los Angeles

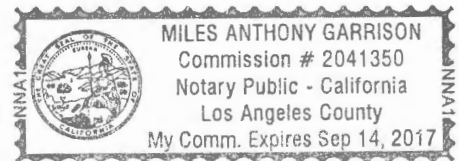
8
9 On June 30, 2015 before me, Miles Anthony Garrison, Notary Public personally appeared Beth Chrisman,
10 who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
11 to the within instrument and acknowledged to me that she executed the same in her authorized
12 capacity, and that by her signature on the instrument the person, or the entity upon behalf of which
13 the person acted, executed the instrument.
14

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

18
19 WITNESS my hand and official seal.

20
21 Signature







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

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

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

Article I

The name of the Corporation Sole is:

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

Article II

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

Article III

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

Article IV

The period of duration of the corporate sole is perpetual.

05/29/200920052

Article V

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

Article VI

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

05/29/200920052

Article VII

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

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

Article VIII

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

Article IX

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

Article X

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

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

Witness my hand this 8 day of May, 2009.

CECIL LORAN LEE

Cecil Loran Lee

CERTIFICATE OF EVIDENCE OF APPOINTMENT

Asseveration

State of Hawaii)
)
 County of Hawaii)

Signed and Sealed

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



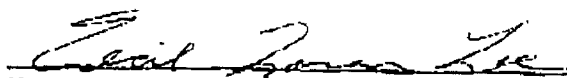
Gwen Hillman, Scribe, on the 8th day of the fifth month in the Year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine having first stated by prayer and conscience, avers, deposes and says:

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

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has herewith set his hand and seal, on this, the 8 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.



Affix Seal

Here.

Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

STATEMENT OF INCUMBENCY

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

BE IT KNOWN BY THESE PRESENTS that Cecil Loran Lee of 13-811 Malama Street Pahoa, HI 96778 is the current incumbent OVERSEER for the corporation sole known as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**. This Statement of Incumbency is provided pursuant to Hawaii Revised Statutes c.419-5.

Pursuant to Cecil Loran Lee's right to worship Almighty God, in accordance with the dictates of his own conscience, and having, humbly, taken possession of The Office of OVERSEER on the 28 day of May in the year two thousand nine, the OVERSEER does hereby certify, and adopt this "Statement of Incumbency".

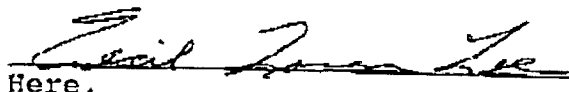
In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and by this Statement of Incumbency hereby notifies the State of Hawaii that Cecil Loran Lee is the duly appointed incumbent OVERSEER.

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, does hereby establish that Cecil Loran Lee is the duly appointed incumbent OVERSEER of this corporate sole created for the purposes of administering and managing the affairs, property, and temporalities of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation in the nature of Ecclesia.

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the 28 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.



Affix Seal

Here.
Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

THE ROYAL BLOODLINE OF DAVID
BOX 1739
NEWPORT, WA 99156

93-765/1251
1857024291

2140

DATE 3/16/04

PAY TO THE ORDER OF Pacific Music Connection \$ 150
One Hundred and Fifty + 00/100 DOLLARS

PEND OREILLE BANK
P.O. Box 1530 (509) 447-5641
Newport, Washington 99156-1530

MEMO Therapy By J Linden Paul Scribe

⑆ 1 25 10 786 2⑆ 186 70 24 28 1⑆ 2140 ⑈0000015000⑈

Check: 2140 Amount: \$150.00 Date: 3/25/2004
Run: 1, Batch: 10, Seq: 939445

0322004 0350722004 03-22-04 >3213806024
12104335 03-22-04 03-22-04 03-22-04
ENT-1638 TRC-1638 PK-01

0111248100 0312100327

CUH HAWAII FCU

PROCESSED BY
FISERV/SEATTLE, WA
101194088 03-25-04 411 8040

FEB SEATTLE 259-6601-1
032523045
ENT-1638 TRC-1638 PK-01

2020 13647
040006

Check: 2140 Amount: \$150.00 Date: 3/25/2004
Run: 1, Batch: 10, Seq: 939445

THE ROYAL BLOODLINE OF DAVID
BOX 1739
NEWPORT, WA 99156

93-765/1251
1857024291

2133

DATE 3/14/04

PAY TO THE ORDER OF Glenn Hara \$ 356.25
Three hundred & fifty six - 25/100 DOLLARS

PEND OREILLE BANK
P.O. Box 1530 (509) 447-5641
Newport, Washington 99156-1530

0249 MEMO INV 80454 The Royal Bloodline of David
By J Linden Paul Scribe

⑆ 1 25 10 786 2⑆ 186 70 24 28 1⑆ 2133 ⑈0000035625⑈

Check: 2133 Amount: \$356.25 Date: 3/29/2004
Run: 1, Batch: 10, Seq: 1194088

28040923 13291344 803 >121901578< CENTRAL PACIFIC BANK

PROCESSED BY
FISERV/SEATTLE, WA
101194088 03-29-04 411 8040

FEB SEATTLE 259-6601-1
032523045
ENT-1638 TRC-1638 PK-01

Central Pacific Bank
Honolulu, Hawaii

Exhibit 9

Check: 2133 Amount: \$356.25 Date: 3/29/2004
Run: 1, Batch: 10, Seq: 1194088

THE ROYAL BLOODLINE OF DAVID
BOX 1739
NEWPORT, WA 99156


2504

92-7195/1231

4/10/04 Date

Pay to the Order of Justin Helton \$ 1531.36

Fifteen hundred & thirty one 36 DOLLARS

 **Mountain West Bank**
330 N Washington St. 509-447-5641
Newport, Washington 99156

THE ROYAL BLOODLINE OF DAVID

For Lot 15 - B. Palace - Kalispell, By: J. Linden Oak, Scribe

⑆ 1 2 3 1 7 1 9 5 5 ⑆ 0 1 8 6 7 0 2 1 2 8 1 ⑆ 2 5 0 ⑆ ⑆ 0 0 0 0 1 5 3 1 3 6 ⑆

Check: 2504 Amount: \$1,531.36 Date: 4/22/2004
Run: 1, Batch: 25, Seq: 4761263

COURTLAND STATE BANK >114910141<
114910141 TX 78515 512-272-9292
04/22/04 04-28-04 125 2047 04

ENT-3848 TRC-3850 PK-22

04/22/04

PROCESSED BY FISERV
COURTLAND OR
761263 04-22-04 1154 0

1149-0072-1
04/21/04
ENT-3848 TRC-3848 PK-07
04/27/04 04/27/04

FOR DEPOSIT ONLY
Huron Properties LTD
ACCT #20509814 045

Check: 2504 Amount: \$1,531.36 Date: 4/22/2004
Run: 1, Batch: 25, Seq: 4761263

THE ROYAL BLOODLINE OF DAVID
BOX 1739
NEWPORT, WA 99156

93-785/1251
1857024281

2150

DATE 4/10/04

PAY TO THE ORDER OF Glen Vera \$ 350.00

Three hundred & fifty DOLLARS

PEND OREILLE BANK
P.O. Box 1530 (509) 447-5641
Newport, Washington 99156-1530

MEMO 80457

The Royal Bloodline of David
By: J. Linden Oak, Scribe

⑆ 1 2 5 1 0 7 8 6 ⑆ 1 8 6 7 0 2 4 2 8 1 ⑆ 2 1 5 0 ⑆ ⑆ 0 0 0 0 0 3 5 0 0 ⑆

Check: 2150 Amount: \$350.00 Date: 4/28/2004
Run: 1, Batch: 11, Seq: 3553016

20848422 11027416 R15 >121301578< CENTRAL PACIFIC BAI
21087398 0020 8037 P84

20848422 13200602 R04 >121301578< CENTRAL PACIFIC BANK

PROCESSED BY
FISERV/SEATTLE, WA
113553016 04-28-04 411 8040 16

FBI SEATTLE 123-0001
123-0001
123-0001
123-0001

FOR DEPOSIT ONLY
CENTRAL PACIFIC BANK
15 days prior to
PAYEE

Check: 2150 Amount: \$350.00 Date: 4/28/2004
Run: 1, Batch: 11, Seq: 3553016

NO. CAAP-13-0003796

TO WHOM IT MAY CONCERN:

Electronically Filed
Intermediate Court of Appeals

CAAP-13-0003796

09-DEC-2013

03:07 PM

THIS UNUSUAL FILING OF STATEMENT OF JURISDICTION CONTAINING EXHIBITS "A"-"Q" IS MADE LARGELY PURSUANT TO WHAT APPEARS TO BE A CLEAR CASE OF "EVIDENCE TAMPERING" IN THE RECORD (RA) PROVIDED BY THE TRIAL COURT. AMONG MORE THAN 6,000 PAGES OF LEGIBLE DOCUMENTS SCANNED AND TRANSMITTED IN THE CASE, THE ONLY RECORD GROSSLY ILLEGIBLE IS "THE HARA FILE" (EXHIBIT "A" HERETO ATTACHED). THIS FILE IS THAT OF JUDGE GLENN S. HARA - CONTAINING THE MOST SUBSTANTIVE CHAIN OF RECORDS PURSUANT TO FORGERY AND FRAUD IN THE SALE OF THE SUBJECT PROPERTY.

THIS, OBVIOUSLY, IS A VERY SERIOUS MATTER, WITH IMPLICATIONS BEYOND CONTEMPT OF COURT.

CONSEQUENTLY, I HAVE TAKEN THE TIME TO SUBMIT HARDCOPES OF THE ORIGINAL HARA FILE SUBMISSIONS HEREIN, WITH THE PRAYER THAT THE HONORABLE APPELLATE COURT WILL ADMINISTER JUSTICE BASED ON THE UNALTERED EVIDENCE.

SINCERELY YOURS,

LEONARD G. HOROWITZ, APPELLANT

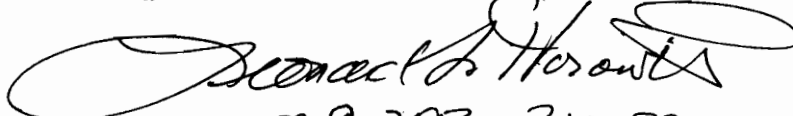

DECEMBER 9, 2013 3:00 PM

Exhibit 10

Legal Addendum Two of the DROA

—Release and Lease of the Trailer and Attached Hostel Connected to the Escrow Property—

Be it declared, hereby, that I, C. Loren Lee (otherwise known as Loren Lee), Seller of the Property currently held in escrow by the Island Title Company (No. 302-00225945-BJ1), including road remnants located within, or adjacent to, certain parcels of land identified by Tax Map Key No. 1-3-001:049 and 043, agree to transfer all rights of ownership to a "Trailer," "Hostel," and/or Trailer/Hostel rental building, resting on land described or discussed in Exhibit B attached to the DROA. This is in accordance with rights relinquished by me under Addendum One of this DROA. This does not prohibit me from negotiating or renegotiating a new or existing lease now, or in the future, with the Buyer pertaining to these properties.

I further agree to furnish any and all existing lease(s), and pending leases concerning these properties, to the Buyer as per conditions detailed in the DROA.

Moreover, if tenants occupy any part of these properties following the close of escrow, I will be in violation of DROA conditions established in C-63 now determined to be relevant to the DROA as per my notices to the Buyer dated October 22, 2003 and January 6, 2004.

If I do not comply with the above conditions, I agree to pay the Buyer three times the lease amount stated on the DROA, which may be deducted monthly from mortgage payments made to me by the Buyer under the terms and conditions set forth in this DROA and mortgage I make to the Buyer upon the close of escrow.

C. Loren Lee (or Loren Lee), Seller

Date

Accepted by:

The Royal Bloodline of David

By: Leonard G. Horowitz, Overseer

Date

Exhibits pg. 509

Judge Hara made several handwriting notes on this draft because this was the most substantive matter to be addressed in a final Agreement for Closing Escrow that he and HOROWITZ co-constructed on January 13, 2004 at approximately 6PM.

Legal Addendum Two of the DROA

—Release and Lease of the Trailer and Attached Hostel Connected to the Escrow Property—

Be it declared, hereby, that I, C. Loren Lee (otherwise known as Loren Lee), Seller of the Property currently held in escrow by the Island Title Company (No. 302-00225945-BJ1), including road remnants located within, or adjacent to, certain parcels of land identified by Tax Map Key No. 1-3-001:049 and 043, agree to transfer all rights of ownership to a "Trailer," "Hostel," and/or Trailer/Hostel rental building, resting on land described or discussed in Exhibit B attached to the DROA. This is in accordance with rights relinquished by me under Addendum One of this DROA. This does not prohibit me from negotiating or renegotiating a new or existing lease now, or in the future, with the Buyer pertaining to these properties.

I further agree to furnish any and all existing lease(s), and pending leases concerning these properties, to the Buyer as per conditions detailed in the DROA.

Moreover, if tenants occupy any part of these properties following the close of escrow, I will be in violation of DROA conditions established in C-63 now determined to be relevant to the DROA as per my notices to the Buyer dated October 22, 2003 and January 6, 2004.

If I do not comply with the above conditions, I agree to pay the Buyer three times the lease amount stated on the DROA, which may be deducted monthly from mortgage payments made to me by the Buyer under the terms and conditions set forth in this DROA and mortgage I make to the Buyer upon the close of escrow.

C. Loren Lee (or Loren Lee), Seller

Date

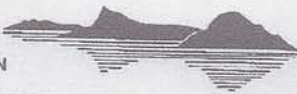
Accepted by:

The Royal Bloodline of David

By: Leonard G. Horowitz, Overseer

Exhibits pg. 509

Exhibits pg. 31



FAX COVER SHEET

To: Glen Hara, Attorney At Law	From: Sandi Alapai
Company:	Date: January 12, 2004
Fax No.: 935-3945	Total Pages (including cover): 2
Phone No.:	Escrow No.: 00225945
Re: Lee/The Royal Bloodline of David Inc.	Your Reference No.:

<input type="checkbox"/> Urgent	<input type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply	<input type="checkbox"/> FYI
---------------------------------	-------------------------------------	---	---------------------------------------	------------------------------

COMMENTS:

Mr. Horowitz has an appointment with you today. Following please find an amended Buyer's Estimated Closing Statement . Please give him a copy.

Thank you.

Exhibit 45. Attorney Glenn S. Hara Contract and Memo from Island Title Company, January 13, 2004, Regarding the Dispute in Lee/The Royal Bloodline of David Closing; Signed Contract (below).

WARNING: The information contained in this facsimile transmission is intended only for the use of the named addressee(s) above and may contain privileged and/or confidential information. If you are not the named addressee(s) or authorized agent for the addressee(s), you have received this transmission in error and that any review, dissemination, distribution or copying of this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender immediately and return the original message as instructed by the sender.

Exhibits pg. 496

Exhibit 11

COPY

ROEHRIG, ROEHRIG, WILSON & HARA

STANLEY H. ROEHRIG
Attorney at Law, A Law Corporation

ANDREW P. WILSON
Attorney at Law, A Law Corporation

GLENN S. HARA
Attorney at Law, A Law Corporation
ghara@interpac.net

ATTORNEYS AT LAW
101 AUPUNI STREET, SUITE 124
HILO, HAWAII 96720-4260
(808) 969-1441
FACSIMILE: (808) 935-3945

KAMUELA

CHRISTOPHER J. ROEHRIG
Attorney at Law, A Law Corporation

P.O. Box 998
Kamuela, Hawaii 96743
(808) 885-6614
Facsimile: (808) 885-5732

OF COUNSEL:

SHERMAN S. HEE
Attorney at Law, A Law Corporation

January 13, 2004

The Royal Bloodline of David, Inc.
Attention: Dr. Leonard Horowitz
RR 2, Box 4005
Pahoa, Hawaii 96778

The "Agreement for Closing Escrow" was cause of the Contract, specifically and exclusively.

Re: acquisition of TMK (3)-1-3-001-049 AND 043 and related matters

Dear Dr. Horowitz:

This letter serves to summarize the terms of Glenn S. Hara, Attorney at Law, a law corporation, (the "firm") representing The Royal Bloodline of David, Inc. in consulting with you and providing advice concerning the purchase of the subject property. It is understood that you are actively negotiating the terms for closing the escrow for the purchase of the subject property and wish to consult with me from time to time. The provision of any other services will be dependent on our reaching an agreement from time to time in the future as to the scope of services to be provided, such as, for example, drafting of legal documents.

I am willing to represent The Royal Bloodline of David, Inc. (hereinafter "RBD, Inc.") in this matter and advise it concerning the matters normally associated with such a case. My fees will be based on considerations such as the time actually spent on the case (i.e., telephone calls, conferences, court appearances, drafting documents, etc.), the amount involved, the complexity of any legal matters concerning this case, the amount of staff time spent on this case and the results obtained. My fees will be computed at the then prevailing hourly rate, which is currently a rate of \$225.00 per hour. Staff time is currently set at \$75.00 per hour. While I will attempt to see this case is completed in a reasonable amount of time, many variables may affect the time necessary to reach a fair resolution in this case. Therefore, if it takes longer than one year, I will have the option to increase this hourly rate and RBD, Inc will be so notified. My fees do not include court costs, sheriff fees and other out-of-pocket costs such as long distance phone calls, postage and photocopying. RBD, Inc will be billed for these items in addition to my fees.

1a January 13, 2004 wf
F:\CLIENTS\HorowitzRoyalBlaine\FeeL1.wpd

Exhibits pg. 497

The Royal Bloodline of David
Dr. Leonard Horowitz
January 13, 2004
Page 2

I will send RBD, Inc. a monthly bill. Payment will be due within thirty (30) days of the date of the statement. If RBD, Inc.'s account is more than 30 days past due, RBD, Inc. agrees to pay interest at the rate of 12% per annum on the unpaid principal due from the date when payment is due. If RBD, Inc. should be delinquent in payment of any sums owed to me, RBD, Inc. agrees to pay me all costs reasonably incurred in the collection of such sums, including but not limited to reasonable attorney's fees. If RBD, Inc. becomes delinquent in its account with me, it is agreed that I will have the right to withdraw from the case and stop being RBD, Inc.'s attorney.

While I am not requiring a retainer at the present, I do reserve the right to require a retainer in the future. This amount, if required, will be applied to my fees and to costs as they accrue. If there is any of this sum left over at the end of my representation of RBD, Inc.'s case, then the remainder will be returned to it. If this amount is consumed by fees and costs, I will have the option of requiring that further sums be remitted as additional advances.

I am also requiring that any payment of the fees and costs incurred under the terms of this letter agreement in representing RBD, Inc. be guaranteed by the officers of the corporation signing this engagement letter.

In certain instances RBD, Inc. may be ordered by the Court to pay the opposing party's attorney's fees and other costs related to the suit. If this should happen, RBD, Inc. is responsible and liable for these fees and costs.

RBD, Inc. agrees and bind its successors and assigns to the terms and conditions set forth herein.

I would reserve the right to withdraw if RBD, Inc. did not cooperate with me or if I should decide at any time the case lacks merit.

Associates may be employed at my discretion.

In a case such as this, it is not possible to arrive at any estimate of total attorney's fees and costs which the client may finally end up paying. There are just too many variables affecting such an estimate, many of which neither RBD, Inc. nor I have any control over, such as opposing party's tactics, to make it reliable.

RBD, Inc. understands and agrees that by retaining this firm as its attorney RBD, Inc. is also granting this firm the power to compromise, arbitrate or settle all matters concerning the


The Royal Bloodline of David
Dr. Leonard Horowitz
January 13, 2004
Page 3


matter for which RBD, Inc. is retaining this firm once I have been authorized to do so in writing (including but not limited to fax) by any of the officers of RBD, Inc.. RBD, Inc. is also agreeing to approve such settlement, if any, that is reached, and to sign any written document containing the terms of the settlement.

It is agreed that if we are not able to resolve any claim or dispute of any nature between us, or any of the firm's agents, associates or employees, and you, the parties shall have the right to demand that the dispute or claim be resolved by binding arbitration under Chapter 658, Hawaii Revised Statutes. The arbitration shall be conducted by one arbitrator selected by mutual agreement. Unless otherwise mutually agreed to by the parties, the arbitrator shall be an attorney licensed in the state of Hawaii. If an arbitrator is not selected within fifteen (15) days of the demand for arbitration, appointment of an arbitrator by the Third Circuit Court, State of Hawaii, pursuant to Chapter 658, Hawaii Revised Statutes, may be sought by either party any time after fifteen (15) days of the demand for arbitration. The arbitration shall be held in Hilo, Hawaii. The arbitrator shall be authorized to award attorneys fees and cost, including all costs of the arbitration and arbitrator's fees, to the prevailing party. Any payments required to be made before the arbitrator's award is made for administrative cost of the arbitration, including arbitrator's fees, shall be borne equally among the parties, with appropriate adjustments in favor of the prevailing party to be made in the final award. Hawaii law on statute of limitations shall apply in the arbitration.

NOTICE: Arbitration is an alternative to litigation (a lawsuit) for resolving disputes. The decision of the arbitrator in binding arbitration is final and binding on the parties and the right of appeal is limited. You are advised to seek the advice of an attorney not associated with this office before agreeing to binding arbitration of any dispute or claim that may arise between you and me.

We have read the preceding paragraphs concerning arbitration. We agree that in the event of an unresolved dispute or claim between us, we elect arbitration as set forth above.

 (Client initials)

 (Attorney initials)

The Royal Bloodline of David
Dr. Leonard Horowitz
January 13, 2004
Page 4

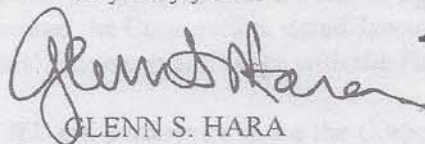
If RBD, Inc. wishes to have this firm represent it for the purposes stated above, please have the enclosed copy of this letter indicating RBD, Inc. understands and agrees to the terms under which this firm is willing to represent it executed by an authorized official of RBD, Inc.. RBD, Inc. may keep the original of this letter for its files.

Whether RBD, Inc. decides to retain this firm or not, this firm would urge that it consult an attorney to assist it with its claim. Since there are deadlines for the claim that have to be monitored, we would urge that RBD, Inc. retain an attorney whether it be this firm or someone else, to represent it without any further delay.

Upon receipt of a signed copy of this letter, I will start to represent The Royal Bloodline of David, Inc.. Until that time, The Royal Bloodline of David, Inc. is free to consult and retain another attorney to represent it. Conversely, this does not consider itself retained by The Royal Bloodline of David, Inc., and will not work its case until this firm has received a signed copy of this letter agreement. If this firm does not hear from The Royal Bloodline of David, Inc. within three (3) days from the date of this letter, this firm will assume that The Royal Bloodline of David, Inc. has decided not to retain this firm, and will close its files on this matter and do nothing further.

If there are any questions or if the above is not clear, please call me.

Very truly yours,


GLENN S. HARA

← Glenn S. Hara's
Unique Signature
and Script Forms.

GSH/la

Encl. - duplicate letter

The Royal Bloodline of David
Dr. Leonard Horowitz
January 13, 2004
Page 5

This letter has been read in full. The terms of the letter above and guaranty below are understood and agreed to.

Dated: 1/13, 2004

THE ROYAL BLOODLINE OF DAVID, INC.

by Leonard Horowitz
(Print name) LEONARD H. HOROWITZ
its EVERETT

GUARANTY

As an inducement to Glenn S. Hara, attorney at law, a law corporation hereinafter called "The Firm", to represent THE ROYAL BLOODLINE OF DAVID, INC., Washington corporation, herein after called "the Corporation", with its principal place of business at RR2 Box 4005, Pahoa, Hawaii 96778, under the terms of a letter retainer agreement, hereinafter called "the Agreement", between the Firm and the Corporation, dated January 13, 2004, the undersigned, hereinafter called "Guarantors", covenant and agree with the Firm as follows:

1. Guarantors will fulfill and perform or cause the Corporation to fulfill and perform all of the terms and every payment, covenant and condition required of the Corporation under the Agreement.

2. The obligation of Guarantors to the Firm under this agreement is direct and primary and joint and several with the Corporation, and is not limited to that of a surety or indemnitor.

3. the Firm may proceed directly against Guarantors after first giving them fifteen (15) days written notice of default by the Corporation which is not corrected within such time, and notice to Guarantors shall be given at any place of business of the Corporation.

COPY
HART

The Royal Bloodline of David
Dr. Leonard Horowitz
January 13, 2004
Page 6

4. The obligation of Guarantors to the Firm shall continue notwithstanding any extension of credit or other indulgence allowed the Corporation by the Firm, and notwithstanding any amendment of or alteration to any of the terms, conditions or provisions of the Agreement, or any extension of the term of the Agreement, or the exercise by the Firm of any remedy permitted by the provisions of the Agreement.

5. The rights of the Firm under this agreement are assignable and shall follow any transfer of its interest under the Agreement.

6. Guarantors agree to pay and discharge all reasonable costs, attorney's fees and expenses which may be incurred or paid by the Firm in enforcing the covenants and agreements of the Agreement or of this Guaranty.

7. This agreement shall be binding upon Guarantors and their successors and assigns, and shall inure to the benefit of the Firm and its successors and assigns.

8. Guarantors hereby constitute the Corporation their designated agent for the purpose of accepting service of process, and agree that the venue of any such legal action brought by the Firm shall be in the County of Hawaii, State of Hawaii.

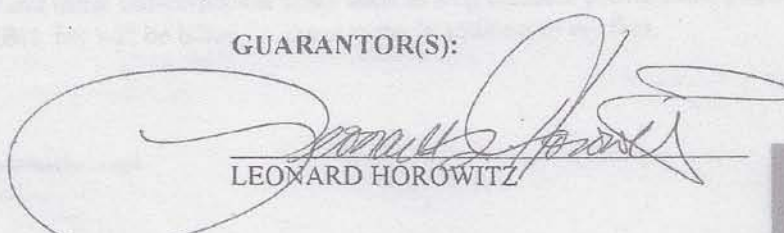
9. This agreement shall be construed under the laws of the State of Hawaii.

10. The obligations of the Guarantors under this agreement shall continue until such time that any and all obligations of the Corporation owed to the Firm under the Agreement have been fully performed or paid, as the case may be, without default by the Corporation.

11. Reference to any of the parties in the singular shall include the plural and the plural shall include the singular. All obligations of the Guarantors, where more than one, shall be joint and several.

IN WITNESS WHEREOF, Guarantors have caused this agreement to be executed on this 13 day of JANUARY, 2004.

GUARANTOR(S):


LEONARD HOROWITZ

▶ 23	MOT	3CK3	CV	04/16/2008 09:00	1) PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANT'S 7-6-06 COUNTERCLAIM FOR FRAUD ETC. 2) MOTION TO DISCLOSE JURORS MAILING ADDRESSES (PLAINTIFF) 3) DEFENDANTS AND COUNTERCLAIMANTS JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION FOR JUDGMENT AS A MATTER OF LAW 4) MOTION TO STRIKE PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANTS 7-6-06 COUNTERCLAIM ETC. 5) MOTION TO ALTER OR AMEND JUDGMENT 6) DEFENDANT AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION TO ETC.	TUA	
▶ 23	MOT	3CK3	CV	04/16/2008 09:00	1) PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANT'S 7-6-06 COUNTERCLAIM FOR FRAUD ETC. 2) MOTION TO DISCLOSE JURORS MAILING ADDRESSES (PLAINTIFF) 3) DEFENDANTS AND COUNTERCLAIMANTS JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION FOR JUDGMENT AS A MATTER OF LAW 4) MOTION TO STRIKE PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANTS 7-6-06 COUNTERCLAIM ETC. 5) MOTION TO ALTER OR AMEND JUDGMENT 6) DEFENDANT AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION TO ETC.	TUA	
▶ 226	(HEARING DATE: 4-16-08 AT 8:30 A.M. BEFORE JUDGE IBARRA) (FILED UNDER THE WRONG CASE NUMBER CIV 06-1-98K SHOULD BE CIV 05-1-196)					03/28/2008 15:12	FILED BY COURT, COURT

CTRM		Cal. Type	CV	Priority	0
Judge I.D.	JRIBARRA	Video No.		Audio No.	
Minutes	<p>1) PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANT'S JULY 6, 2006 COUNTERCLAIM FOR FRAUD AND MISREPRESENTATION 2) MOTION TO DISCLOSE JURORS MAILING ADDRESSES 3) DEFENDANTS AND COUNTERCLAIMANTS JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION FOR JUDGMENT AS A MATTER OF LAW 4) MOTION TO STRIKE PLAINTIFF'S MOTION FOR JUDGMENT AS A MATTER OF LAW OR ALTERNATIVELY NEW TRIAL ON ISSUE OF DEFENDANTS JULY 6, 2006 COUNTERCLAIM FOR FRAUD AND MISREPRESENTATION 5) MOTION TO ALTER OR AMEND JUDGMENT (INTERVENOR) 6) DEFT AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION TO STRIKE PLAINTIFFS MOTION TO DISCLOSE JURORS MAILING ADDRESSES</p> <p>----- RECORD LOG - 2008-04-16/9:00-10:03 CLERK - N. LAURO APPEARANCES: D. OPHELAN (PLAINTIFF CECIL LEE), J. CARROLL (DEFENDANTS/COUNTERCLAIMANTS LEONARD HOROWITZ), PHILLIP MAISE (INTERVENOR PRO SE)</p> <p>----- AS TO MOTION 2 ARGUMENT BY OPHELAN AND CARROLL. CARROLL REQUESTS MOTION BE DENIED. MAISE HAS FILED HIS OBJECTION IN WRITING AND HAS NOTHING FURTHER TO ADD. **COURT DENIED MOTION. THERE IS NO AUTHORITY, FURTHER MORE, A JURY'S VERDICT SHALL NOT BE IMPEACHED, THE JURY WAS POLLED. -AS TO DEFT AND COUNTERCLAIMANTS LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID'S MOTION TO STRIKE PLAINTIFF'S MOTION TO DISCLOSE JURORS MAILING ADDRESSES FILED ON 3-31-2008, THE MOTION TO STRIKE IS DENIED GIVEN THE COURT'S RULING ON THE MOTION TO DISCLOSE JURORS MAILING ADDRESSES. **COURT PURSUANT TO RULE 23, PREVAILING SIDES SHALL PREPARE THE ORDERS. -AS TO MOTION 1, 3 AND 4 ARGUMENT BY OPHELAN, CARROLL. -COURT WILL TAKE UNDER SUBMISSION ALL 3 MOTIONS. DEFT'S AND COUNTERCLAIMANTS MOTION TO //</p>				

Exhibit 12

MISREPRESENTATION

Exhibit 13

The misrepresentation must be both false and fraudulent, in order to make the party making it, responsible to the other for damages. It is not every misrepresentation which will make a party liable; when a mere misstatement of a fact has been erroneously made, without fraud, in a casual, improvident communication, respecting a matter which the person to whom the communication was made, and who had an interest in it, should not have taken upon trust, but is bound to inquire himself, and had the means of ascertaining the truth, there would be no responsibility and when the informant was under no legal pledge or obligation as to the precise accuracy and correctness of his statement, the other party can maintain no action for the consequences of that statement, upon which it was his indiscretion to place reliance.

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

CECIL LORAN LEE,
Plaintiff,
vs.

LEONARD GEORGE HOROWITZ, ET AL.,
Defendants.

CIVIL NO. 05-1-196

JURY QUESTION NO. 1

THIRD CIRCUIT COURT
STATE OF HAWAII
CLERK

2008 FEB 21 PM 4:48

FILED

JURY QUESTION NO. 1

If someone buys a business that isn't
licensed or permitted and the buying party losses
money due to the misrepresentation is that
legal cause to claim losses as per question #10

Long An

Foreperson

Exhibit 14

SPECIAL VERDICT

The Jury must answer the questions below in accordance with the stated directions. To understand what issues are being submitted to you, you may wish to read over the entire Special Verdict form before proceeding to answer. Answer the questions in numerical order and follow all directions carefully. If you do not understand any question or if wish to communicate with the Court on any other subject, you must do so in writing through the bailiff. At least ten (10) of the twelve (12) jurors must agree on each answer before filling in each blank. However, the same ten (10) jurors need not agree on each answer. After you have answered the required questions, the foreperson shall sign the Special Verdict form and notify the bailiff.

If the Court has not previously ruled,

Question 1. Is Plaintiff Cecil Loran Lee entitled to a foreclosure of the mortgage as prayed for in his complaint?

Answer "Yes" or "No" in the space provided below, then go on to Question 2.

Yes ✓ No

Question 2. Did Defendants commit trespass to chattels against Plaintiff Cecil Loran Lee's personal property?

YES ✓ NO

If you answered "Yes", proceed to Question 3. If you answered "No", proceed to Question 4.

Question 3. What amount of damages, if any, do you award Plaintiff?

Special Damages: \$ 400

Proceed to Question 4.

Question 4. Was the agreement for closing fraudulently altered?

YES ✓ NO

If you answered "Yes" to Question 4, proceed to Question 5. If you answered "No", proceed to Question 9.

Question 5. Answer this question only if you answered "Yes" to Question 4. Identify the party or parties you found fraudulently altered the agreement for closing by marking an "X" next to their name.

Plaintiff Cecil Loran Lee

Defendant Leonard George Horowitz ✓

Defendant Jacqueline Lindenbach Horowitz

Defendant The Royal Bloodline of David

Proceed to Question 6.

Question 6. This question relates to the forging and/or altering of the Agreement for Closing committed by party or parties you identified in Question 5. If you identified Plaintiff Cecil Loran Lee proceed to subsection (a). If you identified a Defendant proceed to subsection (b).

Question 6 subsection (a)

Was forging and/or altering of the Agreement for Closing by Plaintiff Cecil Loran Lee a legal cause of Defendants' losses?

YES NO

If you answered "Yes" to Question 6 (a), proceed to Question 8. If you answered "No", proceed to Question 9.

Question 6 subsection (b)

Was forging and/or altering of the Agreement for Closing by the Defendant(s) identified in Question 5 a legal cause of Plaintiff's losses?

YES _____ NO ✓ _____

If you answered "Yes" to Question 6 subsection (b), proceed to Question 7. If you answered "No", proceed to Question 9.

Question 7. Answer this question only if you answered "Yes" to Question 6 subsection

(b). What amount of damages, if any, do you award Plaintiff Cecil Loran Lee?

Special Damages: \$ _____

Punitive Damages: \$ _____

Proceed to Question No. 9.

Question 8. Answer this question only if you answered "Yes" to Question 6 subsection

(a). What amount of damages, if any, do you award Defendants?

Special Damages: \$ _____

Punitive Damages: \$ _____

Proceed to Question 9.

Question 9. Did Plaintiff Cecil Loran Lee commit fraud or misrepresentation regarding the sale of the property?

YES ✓ _____ NO _____

If you answered "Yes" to Question 9, proceed to Question 10. If you answered "No", then do not answer any further questions, but please sign and date this document and call the bailiff.

Question 10. Answer this question only if you answered "Yes" to Question 9.

Was Plaintiff's fraud or misrepresentation regarding the sale of the property a legal cause of Defendants' losses?

YES ✓ NO

If you answered "Yes" to Question 10, proceed to Question 11. If you answered "No", then do not answer any further questions, but please sign and date this document and call the bailiff.

Question No.11. Answer this question only if you answered "Yes" to Question No.

10. What amount of damages, if any, do you award Defendants?

Special Damages: \$ 200,000.00

Punitive Damages: \$ 0

The foreperson shall sign and date this document and summon the bailiff.

DATED: Kealahue, Hawaii, 2-21-08

Loray Spurr
FOREPERSON

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

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000162
06-JAN-2017
11:43 AM

IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAII

ICA No. CAAP-16-0000162

JASON HESTER, Overseer The Office Of Overseer, Overseer For The Popular Assembly Of Revitalize, A Gospel Of Believers Plaintiffs/Counterclaim Defendant-Appellee	) Civ. No. 05-1-0196) THIRD CIRCUIT COURT) Appeal of Fifth Amended) Final Judgment))) APPELLANTS' MOTION FOR JUDICIAL NOTICE) [HRAP Rule 27 and HRE 201]) DECLARATION OF MARGARET) WILLE;) EXHIBITS "A" TO "F";) CERTIFICATE OF SERVICE.
vs.	
LEONARD G. HOROWITZ; AND THE ROYAL BLOODLINE OF DAVID Defendants/Counterclaimants – Appellants	

APPELLANTS' MOTION FOR JUDICIAL NOTICE
[HRAP Rule 27 and HAWAII RULES OF EVIDENCE RULE 201]

COMES NOW Defendants/Counterclaimants-Appellants LEONARD G. HOROWITZ
and the ROYAL BLOODLINE OF DAVID (RBOD), hereafter collectively referred to as
"Appellants," by and through their attorney, MARGARET WILLE, pursuant to the Hawai'i

Exhibit 15

Rules of Appellate Procedure Rule 27 “Motions”, and Hawai’i Rules of Evidence (HRE) Rule 201, and moves this Honorable Court for Judicial Notice of the public record documents relating to this legal action that are listed below.

THE DOCUMENTS SOUGHT TO BE JUDICIALLY NOTICED

The six documents for which Appellants request judicial notice are labeled Exhibits “A” through “F” and include the following:

I. Documents filed with the State of Hawai’i Bureau of Conveyances relating to the current status and title of the subject property.

As will be more fully discussed in the accompanying memorandum, these documents directly related to the issue of mootness advanced in Appellees’ Answering Brief. These documents evidence that the title to the subject property, TMK (3)-1-3-001-043/049, located at 13-3775 Pahoa-Kalapana Road, Pahoa, Hawaii, is as of this date in the name and possession of Paul J. Sulla, an affiliated person, in the capacity of an HHLLC the corporate entity that Paul Sulla exclusively created on February 1, 2016, that HHLLC was recently created, and that Paul Sulla is the sole organizer, member, manager, and agent.

Exhibit A. a certified copy of the WARRANTY DEED dated September 6, 2016, from JASON HESTER, as an individual, to HALAI HEIGHTS, LLC, by PAUL J. SULLA, JR. conveying the subject property, TMK (3)-1-3-001-043/049, located at 13-3775 Pahoa-Kalapana Road, Pahoa, HI, on September 6, 2016, by JASON HESTER, an individual, to HALAI HEIGHTS, LLC. (HHLLC) This public record is available as Doc. A-60960740 at the State of Hawaii Bureau of Conveyances, Kalanimoku Building 1151 Punchbowl St. #120, Honolulu Hawai’i. A copy of a certified copy of the original document is attached as **Exhibit A** in the accompanying Memorandum.

Exhibit B. Articles of Organization HALAI HEIGHTS, as a Limited Liability Company, State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, filed February 1, 2016, with Paul J. Sulla listed as organizer, manager, and agent, addressed at: 106 Kamehameha Avenue, Hilo, Hawai’i 96720, and P.O. Box 5358, Hilo, Hawaii 96720. This document is available as LLC Doc. 20201648616 at State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division the main office

of which is located at King Kalakaua Building 335 Merchant Street, Honolulu, Hawaii and which document is accessible on the internet on the Department's website and business search service. A copy of **Exhibit B** is attached to the accompanying Memorandum.

II. Documents on file with the State Judiciary in the related Civ.14-1-0304 action.

As will be more fully discussed the accompanying memorandum, the following three documents for which Appellants seek judicial notice are from the related case of Jason Hester v. Leonard G. Horowitz and Sherri Kane, et al. Civ. 14-1-0304¹, and its pending appeal as CAAP 16- 0000163 in the Intermediate Court of Appeals. Appellants seek judicial notice of these documents in light of Appellee's argument that this appeal is moot in light of events that have occurred since this case was appealed. These documents in this related case evidences what happened to Appellee GOB Overseer Hester's purported interest in the subject property and the related mortgage subsequent to appeal in the instant case. These documents are available at Third Circuit Court Third Circuit of the State of Hawai'i Judiciary Kona Courthouse located in Kealahou, Hawai'i 79-1020 Haukapila Street, in Civ. 14-1-0304, and said Notice of Appeal is available at the Intermediate Court of Appeals in Honolulu Hawai'i, at the Kapuaiwa Building on 426 Queen Street. A copy of **Exhibits C, D, and E** are attached to the accompanying Memorandum.

Exhibit C: The Final Judgment in Hester v. Horowitz et. al., Civ. No. 14-1-0304, dated December 30, 2015, granting Jason Hester quiet title to the subject Property.

Exhibit D: The Writ of Ejectment issued March 1, 2016, authorizing the ejectment of Defendants Horowitz et al from the subject property based on the December 30, 2015 Circuit Court Final Judgment in Civ. 14-1-0304.

Exhibit E: The Notice of Appeal in Civ. 14-1-0304 filed March 13, 2016 (CAAP 16-

¹ The full caption in this case is: JASON HESTER, Plaintiff-Counter-claimant –Appellee v. LEONARD G. HOROWITZ, an individual; SHERRI KANE, an individual; MEDICAL VERITAS INTERNATIONAL, INC, a California nonprofit corporation; THE ROYAL BLOODLINE OF DAVID, a Washington Corporation Sole; JOHN DOES, 1-10, JANE DOES 1-10, DOE ENTITIES 1-10, DOE PARTNERSHIPS 1-10, DOE GOVERNMENTAL UNITS 1-10. Defendants-Counterclaimant- Appellants

III. EXHIBIT F. Document on file in the State of Hawaii Probate Court; Court Minutes from December 11, 2009 in probate proceeding for Jason Hester 3LP09-0000166

As will be more fully discussed in the accompanying memorandum, this document, the Court Minutes from the State of Hawaii Probate Court relating to Administration of probate of Jason Hester, is relevant to Appellants' argument on standing of GOB Overseer Hester, and the credibility of Paul Sulla, to counter Appellee's position that GOB Overseer Hester has standing. Appellee in its AB opposes Appellants' argument that the assignment between Lee and GOB was invalid and devised to circumvent scrutiny by the probate court that would have otherwise followed Lee's July 27, 2009 death, concerning the relationship between Lee and Hester.

Exhibit F: These Court Minutes from State of Hawaii Probate case 3LP09-1-000166, from December 11, 2009, 1:07 pm where it is recorded: "BY SUL[L]A – STATEMENT REGARDING ASSETS KNOWN TO HIM THAT CECIL LEE DOESN'T OWN ANYMORE; DUE TO FORECLOSURE, NO JUDGMENT CAN BE ENFORCED AND MR. LEE IS CERTAINLY OUT OF IT." This document is available on line through the Hawaii State Judiciary's Public Access to Court Information, searching 3LP09-1-000166, under "Court Minutes List" entry of 12/11/2009, described as "Petition for Appointment of Special Administrator for the Estate of Cecil Loran Lee." A copy of this document is easily accessible on the internet at the State of Hawaii Judiciary website under the search category "Ho'ohiki" for this civil probate case.

is presented in **Exhibit F** attached to the accompanying Memorandum.

II. THE RELEVANT RULE OF EVIDENCE

Hawaii Revised Statutes (HRS) § 626-1, Hawaii Rule of Evidence (HRE) 201, provides that judicial notice is permissible at any stage in the litigation and is mandatory when requested by a party upon supplying the necessary information. Specifically, Hawaii HRE 201 "Judicial Notice" provides in pertinent part:

- (a) Scope of rule. This rule governs only judicial notice of adjudicative facts.
- (b) Kinds of facts. A judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court, or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.
- (c) When discretionary. A court may take judicial notice, whether requested or not.
- (d) When mandatory. A court shall take judicial notice if requested by a party and supplied with the necessary information.
- (e) Opportunity to be heard. A party is entitled upon timely request to an opportunity to be heard as to the propriety of taking judicial notice and the tenor of the matter noticed. In the absence of prior notification, the request may be made after judicial notice has been taken.
- (f) Time of taking notice. Judicial notice may be taken at any stage of the proceeding. (*emphasis added*)

JUDICIAL NOTICE IS APPROPRIATE FOR THE REQUESTED PUBLIC RECORDS

As more fully discussed in the attached Memorandum in support of this Motion, all of the above documents being public records and being relevant to issues raised in Appellee's Answering Brief, therefore judicial notice each of said public records is appropriate at this time.

DATED: Waimea, HI, 96743 January 6, 2017 /s/ Margaret Wille

MARGARET WILLE,
Attorney for Appellants

Hester, Overseer et al v. Horowitz et al; CAAP-16-0000162; *Appellants' Motion For Judicial Notice; EXHIBITS "A" thru "F"*.

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

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000162
06-JAN-2017
11:49 AM

IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAII

ICA No. CAAP-16-0000162

JASON HESTER, SUCCESSOR
OVERSEER, THE OFFICE OF
THE OVERSEER AND HIS
SUCCESSOR, OVER/FOR THE
POPULAR ASSEMBLY OF
REVITALIZE, A GOSPEL OF
BELIEVERS
Plaintiff/Counterclaim Defendant-
Appellee

vs.

LEONARD G. HOROWITZ; AND
THE ROYAL BLOODLINE OF
DAVID
Defendants/Counterclaimants -
Appellants

) Civ. No. 05-1-0196
) THIRD CIRCUIT COURT
) Appeal of Fifth Amended
) Final Judgment
)
) **MEMORANDUM IN SUPPORT OF**
) **APPELLANTS' MOTION FOR**
) **JUDICIAL NOTICE**
) **[HAWAII RULES OF EVIDENCE**
) **RULE 201]**
) **DECLARATION OF MARGARET WILLE;**
) **EXHIBITS "A" TO "F"**
) **CERTIFICATE OF SERVICE.**

MEMORANDUM IN SUPPORT OF
APPELLANTS' MOTION FOR JUDICIAL NOTICE
[HAWAII RULES OF EVIDENCE RULE 201]

This Memorandum is filed in support of Defendants/Counterclaimants-Appellants
LEONARD G. HOROWITZ and the ROYAL BLOODLINE OF DAVID (RBOD)
"APPELLANTS' MOTION FOR JUDICIAL NOTICE (pursuant to HRAP Rule 27 and
HAWAII RULES OF EVIDENCE RULE 201), that moves this Honorable Court for Judicial
Notice of the public record documents relating to this legal action, including Exhibits "A"
through "F" described below.

As set forth in the accompanying Motion, Appellants are seeking judicial notice of six public documents, 1) **Exhibit A**: a certified copy of a deed recorded in the State of Hawai'i Bureau of Conveyances, Kalanimoku Building 1151 Punchbowl St. #120, Honolulu Hawai'i.; 2) **Exhibit B**: a certified copy of Articles of Organization for a limited liability company recorded at the State of Hawaii Department of Commerce and Consumer Affairs State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, the main office of which is located at King Kalakaua Building 335 Merchant Street, Honolulu, and which document is available on the internet on the Department's website and business search service; 3) **Exhibits C – E**: the Final Judgment, Writ of Ejectment, and Notice of Appeal in a related circuit court case and the pending appeal in that related case, all of which are public records available at Circuit Court – Third Circuit State of Hawai'i Judiciary Kona Courthouse located in Kealahou, Hawaii, and said Notice of Appeal is available at the Intermediate Court of Appeals in Honolulu Hawai'i, at the Kapua'iwa Building on 426 Queen Street; and, 4) **Exhibit F**: State of Hawai'i Probate Court Record Minutes from December 11, 2009 for Probate case 3LP09-1-000166, under "Court Minutes List" described as "Petition for Appointment of Special Administrator for the Estate of Cecil Loran Lee." which public record is readily accessible on the internet at the State of the Hawai'i Judiciary website, Public Access site, under the search category: "Ho'ohiki" for this civil probate case. Copies of each of these Exhibits are attached hereto.

I. THE RELEVANT LEGAL FRAMEWORK:

Hawaii Revised Statutes § 626-1, Hawai'i Rule of Evidence (HRE) 201, provides that judicial notice is permissible at any stage in the litigation and is mandatory when requested by a party upon supplying the necessary information. Specifically, HRE 201 "Judicial Notice" provides in pertinent part:

- (a) Scope of rule. This rule governs only judicial notice of adjudicative facts.
- (b) Kinds of facts. A judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court, or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.

(c) When discretionary. A court may take judicial notice, whether requested or not.

(d) When mandatory. A court shall take judicial notice if requested by a party and supplied with the necessary information.

(e) Opportunity to be heard. A party is entitled upon timely request to an opportunity to be heard as to the propriety of taking judicial notice and the tenor of the matter noticed. In the absence of prior notification, the request may be made after judicial notice has been taken.

(f) Time of taking notice. Judicial notice may be taken at any stage of the proceeding.

II. THE DOCUMENTS SOUGHT TO BE JUDICIALLY NOTICED.

The six documents listed below, here sought to be judicially noticed, are public records readily available to the public and are relevant to the Appellee's arguments relating to the issues of mootness and standing, and are therefore appropriate for judicial notice.

A. EXHIBITS A and B: **Exhibit A.** The September 6, 2016 warranty conveying the subject property from Jason Hester, as an individual, to Halai Heights, a Limited Liability Company (HLLC), by Paul J. Sulla, Jr., and **Exhibit B**, HLLC's Articles of Organization

These documents directly related to the issue of mootness raised in Appellees' Answering Brief (*AB*) 19-22, and evidence that the title to the subject property, TMK (3)-1-3-001-043/049, located at 13-3775 Pahoehoe-Kalapana Road, Pahoehoe, Hawaii, is as of this date in the name and possession of Paul J. Sulla, in the capacity of a limited liability company that Paul Sulla created on February 1, 2016, registered on that date with the State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, of which Paul Sulla is the organizer, member, manager, and agent.

These documents evidence the current title of the subject property and evidence that the property is in the possession of Paul Sulla. (Appellants however are not seeking judicial notice for the validity of the documents or the truth of what is stated in the documents.)

Since the Spring of 2008, Paul Sulla has been the attorney in this case, first, following the February 2008 trial, on behalf of original plaintiff seller-mortgagee Lee, and then following the assignment of the subject mortgage from Lee to "The Popular Assembly of Revitalize, A Gospel of Believers" ("GOB") with Lee as Overseer and Hester as Successor Overseer, on behalf of Jason Hester in his capacity as GOB Successor Overseer and individually. Hester has not

testified or submitted any affidavits, and instead Sulla has been Hester's "face" throughout the proceedings. Based on events that have occurred and on irregularities and discrepancies that have appeared while this case has been pending on appeal, Sulla also appears to be the mastermind of this scheme to acquire the subject property for himself or an affiliated entity or person. By way of these documents, Appellants respond to Appellee's argument that the case is moot because neither the named Appellee and Appellants no longer have possession or title to the subject property. AB 19-22. As these documents evidence however, although the property is no longer in the possession of GOB Overseer Hester or Appellants, it is currently in the possession and title of an affiliated party, Paul Sulla's HHLLC, and not in the possession of an unaffiliated third party good faith bona fide purchaser.

Exhibit A. WARRANTY DEED dated September 6, 2016, from JASON HESTER, as an individual, to HALAI HEIGHTS, LLC, by PAUL J. SULLA, JR. conveying the subject property, TMK (3)-1-3-001-043/049, located at 13-3775 Pahoia-Kalapana Road, Pahoia, Hawai'i, on September 6, 2016, by JASON HESTER, an individual, to HALAI HEIGHTS, LLC. This public record is available Doc. A-60960740 at the State of Hawaii Bureau of Conveyances. A certified copy of said Warranty Deed, is attached hereto as **Exhibit A**.

Exhibit B. The Articles of Organization for HHLLC filed with the State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division on February 1, 2016, with Paul J. Sulla listed as organizer, manager, and agent, addressed at: 106 Kamehameha Avenue, Hilo, 96720, and P.O. Box 5358, Hilo, Hawai'i 96720. This document is available online through the Department's website and business search service (LLC Doc. 20201648616). A certified copy said Articles of Organization, is attached hereto as **Exhibit B**.

B. EXHIBITS C, D, AND E: Court Entries in Related Case Civ. 14-1-0304 Jason Hester vs RBOD, Leonard G. Horowitz and Sherri Kane et al

In order to respond to Appellee's argument that this case is moot and should be dismissed, AB 19-22, Appellants seek to refute the position that events have occurred since the trial such that this case is now moot and that in the event Horowitz were to prevail on one of the points of error, a remedy would nevertheless no longer be available. These documents show the

outcome in this related case that resulted in the ejectment of Horowitz and his RBOD co-successor in interest, Sherri Kane from the subject property, and the transfer of the property title from GOB Overseer Hester to Jason Hester as an individual. The Notice of Appeal in this related case is sought to be judicially noticed to establish that this related case that is premised on the errors made in the instant case, is now likewise under appeal. In determining where there is a remedy available in the event Horowitz prevails, these documents also demonstrate that the Intermediate Court of Appeals currently also has jurisdiction over Jason Hester as an individual.

Exhibit C: The Final Judgment in Civ. No. 14-1-0304, dated December 30, 2015, granting Jason Hester quiet title to the subject Property, is attached hereto as **Exhibit C**.

Exhibit D: The Writ of Ejectment issued March 1, 2016, authorizing the Defendants/Appellants to be ejected from the subject property based on the Circuit Court's final judgment in Civ. 14-1-0304, is attached hereto as **Exhibit D**.

Exhibit E: The Notice of Appeal in Civ. 14-1-0304 filed March 13, 2016 as CAAP 16-0000163, is attached hereto as **Exhibit E**.

C. EXHIBIT F: Related Probate Court Minutes

This document is relevant to Appellants' argument on standing of GOB Overseer Hester, and the credibility of Paul Sulla, to counter Appellee's position that the case is moot and GOB Overseer Hester has standing as the real party in interest and that the assignment from Lee to GOB was valid. *AB 19-22, 34*. Contrariwise, Appellants' position is that GOB Overseer Hester does not have standing, that the assignment was void, and that in light of all the irregularities and discrepancies – including as evidenced in this document, that consideration of the issue of GOB Overseer Hester's standing is justified at this stage in the proceedings.

According to these Court Minutes Paul Sulla represented to the probate judge that Lee's estate had no assets "due to foreclosure". It appears that Sulla sought to avoid informing the Probate Court that Lee no longer had any assets because he carried out an assignment of Lee's interest if any in the subject mortgage to some entity named GOB with a successor in interest to someone named Jason Hester– who is not a member of his immediate family – and may not have any kinship relationship whatsoever to the deceased, Cecil Loran Lee, "for \$10.

and other consideration.” Had Paul Sulla responded truthfully concerning the disposition of Lee’s property, this would likely have elicited further inquiry by the Probate Judge concerning Jason Hester and his relationship to Lee, that is, matters relating to Hester’s standing and the validity of the mortgage assignment to GOB. Appellants refer to this document, not for the truth of what was said, and not as to the complete accuracy of the representation of what was said, but rather as one of the “red flags” that along with other discrepancies, justifies consideration of GOB Overseer Hester’s standing and reflects on the lack of credibility on the part Paul Sulla – who based on this and other irregularities appears to be the mastermind in the complex scheme to acquire the subject property, with nominal named substitute plaintiff, Jason Hester, only a strawman for Sulla.

Exhibit F: Probate Court proceeding, Court Minutes of December 11, 2009, 1:07 pm in Probate Case 3LP09-1-000166, where it is recorded: “BY SUL[L]A – STATEMENT REGARDING ASSETS KNOWN TO HIM THAT CECIL LEE DOESN’T OWN ANYMORE; DUE TO FORECLOSURE, NO JUDGMENT CAN BE ENFORCED AND MR. LEE IS CERTAINLY OUT OF IT.” is attached hereto as **Exhibit F**.

III. DISCUSSION: Consistent with HRE 201, all of the above six documents are public records that are readily accessible to the public and therefore are “capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.” Exhibits A to E are documents evidencing the progression of GOB Overseer Hester’s claimed interest in the subject property and mortgage up to the conveyance from Jason Hester as an individual to Halai Heights LLC, the limited liability company formed by Paul Sulla, that now holds title to GOB Overseer Hester’s interest in the subject property. The chain of title from GOB Hester to the present is therefore relevant to the mootness and standing arguments in this case, and evidence that the property is not in the hands of any unaffiliated good faith bona fide purchaser.

Exhibit F relates to Sulla’s representations concerning the disposition of the subject property and amounts to a “red flag” with respect to the “standing” issue and points to the lack of credibility of Paul Sulla, who appears to be the mastermind behind a scam to acquire the subject property in his name or that of an affiliated party.

Because these documents are public records that relate to the matters on appeal in the instant case, Judicial Notice is appropriate. *Kaho'ohanohano v. State*, 114 Haw. 302, 328, 162 P.3d 696, 722 (2007) (the court may take judicial notice of public records) See e.g. *In re Thomas H. Gentry Revocable Trust*, 138 Haw. 158, 172, 378 P.3d 874, 888, *reconsideration denied*, 138 Haw. 50, 375 P.3d 1288 (2016) (wherein the Court granted judicial notice in the context of rebutting the opposing party's claim the case was moot for a warranty deed, because it was "a matter of public record and easily verifiable, and germane to the issues in this appeal").

IV. CONCLUSION:

For the above reasons, Judicial Notice is mandatory and appropriate for each of these public records.

DATED: Waimea, HI, 96743 January 6, 2017

/s/ Margaret Wille

MARGARET WILLE,
Attorney for Appellants RBOD and Leonard Horowitz

Hester, Overseer et al v. Horowitz et al; CAAP-16-0000162; *Appellants' Motion For Judicial Notice; EXHIBITS "A" thru "F"*.

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

Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000162
06-JAN-2017
12:44 PM

IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAII

ICA No. CAAP-16-0000162

JASON HESTER, Overseer The Office Of Overseer, Overseer For The Popular Assembly Of Revitalize, A Gospel Of Believers Plaintiffs/Counterclaim Defendants-Appellees	) Civ. No. 05-1-0196) THIRD CIRCUIT COURT) Appeal of Fifth Amended) Final Judgment))) DECLARATION OF ATTORNEY) MARGARET WILLE IN SUPPORT OF) APPELLANTS' MOTION FOR JUDICIAL) NOTICE [HRE RULE 201])
vs.	
LEONARD G. HOROWITZ; AND THE ROYAL BLOODLINE OF DAVID Defendants/Counterclaimants -Appellants	

**DECLARATION OF ATTORNEY MARGARET WILLE IN SUPPORT OF
APPELLANTS' MOTION FOR JUDICIAL NOTICE
[HAWAII RULES OF EVIDENCE RULE 201]**

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

- 1) I am an individual over the age of twenty-one (21) years, a resident of the State and
County of Hawai'i.
- 2) I am licensed to practice law before the Courts of Hawai'i.

- 3) As of June 29, 2015, I have been the attorney for Defendant-Appellants LEONARD G. HOROWITZ and THE ROYAL BLOODLINE OF DAVID and am representing these Defendants in the appeal of the Circuit Court's Fifth Amended Final Judgment.
- 4) The facts set forth in the accompanying Appellants' Motion For Judicial Notice and in the Memorandum in Support of Appellants' Motion For Judicial Notice, are true to the best of my knowledge and belief.
- 5) **Exhibit A** is a true and correct copy of a Certified copy of a WARRANTY DEED dated September 6, 2016, from JASON HESTER, as an individual, to HALAI HEIGHTS, LLC, by PAUL J. SULLA, JR. conveying the subject property, TMK (3)-1-3-001-043/049, located at 13-3775 Pahoehoe-Kalapana Road, Pahoehoe, HI.
- 6) **Exhibit B** is a true and correct copy of the Articles of Organization of HALAI HEIGHTS, as a Limited Liability Company, State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, filed February 1, 2016.
- 8) **Exhibit C** is a true and correct copy of the Final Judgment issued December 30, 2015 in Civ. No. 14-1-0304, granting Jason Hester quiet title to the subject Property.
- 9) **Exhibit D** is a true and correct copy of the Writ of Ejectment issued March 1, 2016 in Civ. No. 14-1-0304, authorizing the ejectment of Horowitz and RBOD co-successor in interest Sherri Kane.
- 9) **Exhibit E** is a true and correct copy of the Notice of Appeal in Civ. No. 14-1-0304, filed by Appellants on March 13, 2016 as CAAP 16-0000163.
- 10) **Exhibit F** is a true and correct copy of the Probate Court minutes record in 3LP09-

1-000166 Cecil Loran Lee Probate Administration from December 11, 2009.

FURTHER DECLARANT SAYETH NAUGHT

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

Dated: Waimea Hawaii 967443: January 6, 2017

Signed: /s/Margaret Wille

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

Jason Hester, Overseer v. Leonard G. Horowitz et al, *ICA No. CAAP-16-0000162*;
Declaration Of Attorney Margaret Wille In Support Of Appellants' Motion and
Memorandum for Judicial Notice; Exhibits "A" through "F".

Margaret (Dunham) Wille #8522

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

**Electronically Filed
Intermediate Court of Appeals
CAAP-16-0000162
06-JAN-2017
12:40 PM**

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

**INTERMEDIATE COURT OF APPEALS
STATE OF HAWAII**

ICA No. CAAP-16-0000162

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-Appellee,
v.

) TRIAL CIV. NO. 05-1-0196

) (foreclosure)

)

)

) **EXHIBITS “A” through “F”**
) **In Support of Appellants’ Motion for**
) **Judicial Notice; Memorandum in Support**
) **of Appellants’ Motion for Judicial Notice**
)

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

EXHIBITS “A” THROUGH “F”

**In Support of Appellants’ Motion for Judicial Notice; Memorandum in Support
of Appellants’ Motion for Judicial Notice**

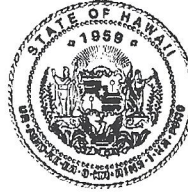
INDEX TO EXHIBITS “A” THROUGH “F”

In Support of Appellants’ Motion for Judicial Notice; Memorandum in Support of Appellants’ Motion for Judicial Notice

Ex:	Title:	Page No.:
A.	WARRANTY DEED dated September 6, 2016, from JASON HESTER, as an individual, to HALAI HEIGHTS, LLC, by PAUL J. SULLA, JR.	1
B.	Articles of Organization of HALAI HEIGHTS, LLC, State of Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, filed February 1, 2016.....	9
C.	Final Judgment in Civ. No. 14-1-0304, December 30, 2015.	14
D.	Writ of Ejectment issued in Civ. No. 14-1-0304, March 1, 2016.	18
F.	Notice of Appeal in Civ. No. 14-1-0304, March 13, 2016.....	20
C.	Probate court record in 3LP09-1-000166 pursuant to Sulla acknowledging “Lee doesn’t own anymore.” from December 11, 2009.	22

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 A

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

GRANTOR



JASON HESTER

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

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

Gloria Emery

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

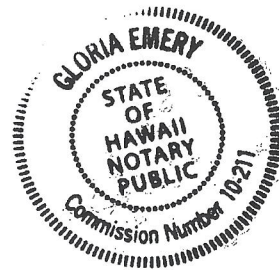


EXHIBIT "A"

-PARCEL FIRST:-

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

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

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

20° 16' 17" 719.46 feet;

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

-PARCEL SECOND:-

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

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

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

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

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

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

GRANTEE: JASON HESTER, an individual

DATED: June 9, 2011

RECORDED: Document No. 2011-093772

SUBJECT TO THE FOLLOWING:

1. FINAL JUDGMENT

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

IN FAVOR OF: Jason Hester, individually

DATED: December 29, 2015

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

RECORDED: Document No. _____

2. AFFIDAVIT OF LEONARD G. HOROWITZ

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

3. NOTICE OF INVALID LIEN

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

END OF EXHIBIT "A"

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS



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

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

II

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

III

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

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

PAUL J SULLA

(Name of Registered Agent)

(State or Country)

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

106 KAMEHAMEHA AVE, HILO, HI 96720 USA

IV

The name and address of each organizer is:

PAUL J SULLA

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

Exhibit B

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



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

Internet FORM LLC-1
0201201648616 7/2010



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

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

I

The name of the company shall be:
HALAI HEIGHTS LLC

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

II

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

III

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

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

PAUL J SULLA

(Name of Registered Agent)

(State or Country)

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

106 KAMEHAMEHA AVE, HILO, HI 96720 USA

IV

The name and address of each organizer is:

PAUL J SULLA

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

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



Catherine P. Awah-Colon

DIRECTOR OF COMMERCE AND
CONSUMER AFFAIRS

Date: December 23, 2016

The period of duration is (check one):

V

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

(Month Day Year)

The company is (check one):

VI

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

PAUL J SULLA

PO BOX 5258, HILO, HI 96720 USA

The members of the company (check one):

VII

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

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

01

Signed this _____ day of _____

FEBRUARY 2016

PAUL J SULLA

(Type/Print Name of Organizer)

PAUL J SULLA

(Signature of Organizer)

(Type/Print Name of Organizer)

(Signature of Organizer)



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



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

April 26, 2017 10:45 AM

Doc No(s) A-63250845



/s/ LESLIE T. KOBATA
REGISTRAR

1 1/1 TAW
B-32982572

:
:
:
:

AFTER RECORDATION, RETURN BY MAIL TO:

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

TITLE OF DOCUMENT:

MORTGAGE

pages

PARTIES TO DOCUMENT:

Lender: PAUL J SULLA JR. AAL A LAW CORPORATION, a Hawaii professional business corporation, whose address is PO Box 5258 Hilo, HI 96720

Borrowers: HALAI HEIGHTS LLC, a Hawaii limited liability company, whose address is PO Box 5258, Hilo, HI 96720

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

Exhibit 17

MORTGAGE

THIS MORTGAGE is made the 11th day of April, 2017 between **HALAI HEIGHTS LLC, a Hawaii limited liability company, whose address is PO Box 5258, Hilo, HI 96720** (hereinafter called the "Borrower"), and **PAUL J SULLA JR. AAL A LAW CORPORATION, a Hawaii professional business corporation, whose address is PO Box 5258 Hilo, HI 96720** (hereinafter "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00)**, which indebtedness is evidenced by Borrower's note of even date herewith (hereinafter referred to as the "Note");

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of the Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender, with power of sale, all of the following property:

ALL of the property described in Exhibit "A" attached hereto and hereby incorporated herein by this reference.

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, rents, rights, appurtenances, royalties, minerals, water, water rights and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

AND TOGETHER ALSO WITH (1) if the mortgaged property consists of a leasehold, all options and rights of the Lessee under the lease agreement, and (2) if the mortgaged property consists of an apartment or unit in a condominium, or a unit in a planned unit development, all rights and options and voting rights accruing to the Borrower under the terms of the Declaration and by-laws of the Horizontal Property Regime or Condominium Property Regime or the Declaration of Covenants, Conditions and Restrictions of the planned unit development and other documents applicable to the premises and any amendment thereof, including the apartment or unit lease herein mentioned, if any. In either case, it being agreed and understood that at the option of the Lender, where the Borrower has the right to exercise any options or rights as between the lessee and the lessor if a leasehold, and any options or rights as among the apartment or unit owners, the decision as to the exercise of such rights and options shall be made solely by the Lender. The Borrower, in addition to the foregoing, hereby nominates and appoints the Lender (irrevocable so long as this Mortgage remains in effect) the Borrower's proxy to vote, and the Borrower's agent to act, pursuant to the Declaration, by-laws or the Declaration of Covenants, Conditions and Restrictions and other documents applicable to the premises and any amendment

thereof. Failure of the Lender to exercise said rights and options and voting rights shall not be construed as a waiver of the rights to exercise such rights, options or voting rights. The Borrower shall exercise such rights, options and votes, except for (1) rights, options and votes involved in the determination to rebuild upon destruction or condemnation of the mortgaged premises and the distribution of the insurance or condemnation proceeds arising upon such destruction or condemnation, (2) with respect to construction plans, partition of the condominium property regime or planned unit development, (3) amendments of the Declaration or by-laws or the Declaration of Covenants, Conditions and Restrictions and any amendment thereof, (4) appointment of a managing agent, if any, and (5) all rights, options and votes which, in the sole discretion of the Lender, would impair the security of this Mortgage, so long as this Mortgage is not in default, or in the alternative, unless the Lender shall give notice in writing to the Borrower at Borrower's last known address of its intention to exercise such rights, options and voting rights under the above provision.

TO HAVE AND TO HOLD the same with all improvements now or hereafter erected thereon, and all rights, privileges and appurtenances thereto belonging, and the rents, issues and profits thereof and all of the estate, rights, easements, title and interest of the Borrower both at law and in equity, therein and thereto, or appertaining or held and enjoyed therewith, unto the Lender, and its successors and assigns forever, or for the unexpired term of the lease, if leasehold.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that if the Property consists of a leasehold estate, then such lease is in all respects in good standing, genuine, valid and in full force and effect, that Borrower is the lawful owner of all personal property which may be mortgaged hereby, that the Property is unencumbered except as described in Exhibit "A", that all rents, covenants and conditions in any lease or grant or other interest herein mentioned to be paid, observed or performed by Borrower have been paid, observed or performed up to the date hereof, and that Borrower will **WARRANT AND DEFEND** the same to Lender against all claims and demands, subject to any declarations, easements or restrictions or encumbrances mentioned in Exhibit "A" attached hereto. Borrower covenants and agrees as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, and any prepayment and late charges as provided in the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to property expenses, then to any prepayment and late charges, then to any advance by or other costs of Lender, then to interest payable on the Note, and last to the principal due under the Note.

3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, directly to the payee thereof, unless otherwise directed by Lender. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations or the condominium or planned unit development, and constituent documents.

5. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not incur any prepayment charge nor extend or postpone the due date of any installment called for under the Notes or change the amount of any such installments.

6. Continuing Liability of Borrower. Unless Lender agrees in writing to release the original Borrower or any of Borrower's successors in interest, any extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

7. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

8. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

9. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested addressed to Borrower at the address on the first page of this Mortgage or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

10. Transfer of the Property; Assumption. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent including without limitation by way of a conveyance, mortgage, agreement of sale, or otherwise, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall not exercise such option if Lender is prohibited by federal law from doing so.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 9 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower must pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand, invoke any remedies permitted by law.

11. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may bring a lawsuit to foreclose and sell the Property and may also invoke any other remedies permitted by law. The other remedies that Lender may invoke include remedies known variously as a power of sale, power of sale foreclosure, power of sale remedy, or a non-judicial foreclosure. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees

If Lender invokes the power of sale, Lender shall mail Borrower a notice of sale in the manner provided in paragraph 9 hereof. Lender shall publish a notice of sale and shall sell the Property at the time and place specified in the notice of sale. Lender or Lender's designee may purchase the Property at any sale under power of sale or judicial sale.

The proceeds of any sale shall be applied in the following order: (a) to all reasonable costs and expenses of sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto. **IF THE PROCEEDS SHALL BE INSUFFICIENT TO DISCHARGE THE ENTIRE INDEBTEDNESS OF BORROWER TO LENDER, THE LENDER MAY HAVE OTHER LEGAL RECOURSE AGAINST BORROWER FOR THE DEFICIENCY.**

12. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Hawaii. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such provision shall not be given effect and such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

13. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 12 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 12 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents

collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

14. Release. Upon payment of all sums secured by this Mortgage and payment by Borrower for the cost of a release, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

15. Prepayment. There is a no prepayment penalty.

IN WITNESS, WHEREOF, Borrower has executed these presents the day and year first above written.

"Borrower": **HALAI HEIGHTS LLC,**

By: _____

PAUL J SULLA JR., manager

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 11th day of April 2017, before me personally appeared **Paul J Sulla Jr.** as the duly authorized manager of **HALAI HEIGHTS, LLC**, a Hawaii limited liability Company, to me proved on the basis of satisfactory evidence to be or known to be the person described in and who executed the foregoing instrument under her duly authorized capacity, entitled Mortgage, dated April 11, 2017, consisting of 7 pages in the Third Circuit and acknowledged that **HE** executed the same as **HIS** free act and deed.

Gloria Emery
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"

Electronically Filed
Supreme Court
SCOT-18-0000972
08-JAN-2019
09:25 AM

SCOT-18-0000972

IN THE SUPREME COURT OF THE STATE OF HAWAII

LEONARD G. HOROWITZ and SHERRI KANE,
Petitioners/Complainants,

vs.

BRADLEY R. TAMM, as Executive Director of the
Office of the Disciplinary Counsel; and
BRADLEY R. TAMM, LLC, Respondent.

ORIGINAL PROCEEDING

ASSIGNMENT OF SUBSTITUTE JUSTICE
(By: Recktenwald, C.J.)

TO THE HONORABLE JAMES H. ASHFORD, Judge of the Circuit Court of
the First Circuit, State of Hawaii:

You are hereby assigned, pursuant to article VI, § 2
of the Constitution of the State of Hawaii, to sit with the
justices of the Supreme Court of the State of Hawaii, in place
of the undersigned Chief Justice, recused, to consider and
determine the above-entitled cause.

DATED: Honolulu, Hawaii, January 8, 2019.

/s/ Mark E. Recktenwald
Chief Justice



Exhibit 18

**Electronically Filed
Supreme Court
SCPW-19-0000035
09-JAN-2019
02:51 PM**

NOTICE OF ASSIGNMENT OF SUBSTITUTE JUDGE

**ORIGINALLY FILED IN CASE NO.:
SCOT-18-0000972, ON DECEMBER 28, 2018**

Electronically Filed
Supreme Court
SCOT-18-0000972
28-DEC-2018
01:40 PM

SCOT-18-0000972

IN THE SUPREME COURT OF THE STATE OF HAWAII

LEONARD G. HOROWITZ and SHERRI KANE,
Petitioners/Complainants,

vs.

BRADLEY R. TAMM, as Executive Director of the
Office of the Disciplinary Counsel; and
BRADLEY R. TAMM, LLC, Respondent.

ORIGINAL PROCEEDING

CERTIFICATE OF RECUSAL
(By: Recktenwald, C.J.)

The undersigned Chief Justice hereby recuses himself from sitting as a member of the Supreme Court of the State of Hawaii in the above-entitled proceeding, except to the extent necessary for him to assign a substitute justice or justices.

DATED: Honolulu, Hawaii, December 28, 2018.

/s/ Mark E. Recktenwald
Chief Justice



**Electronically Filed
Supreme Court
SCPW-19-0000035
09-JAN-2019
02:42 PM**

RECUSAL

**ORIGINALLY FILED IN CASE NO.:
SCOT-18-0000972, ON DECEMBER 28, 2018**

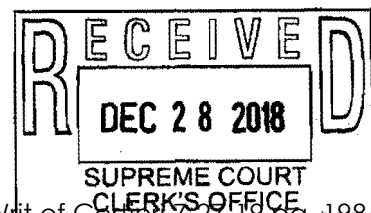
Electronically Filed
Supreme Court
SCOT-18-0000972
28-DEC-2018
12:20 PM

**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



**Electronically Filed
Supreme Court
SCPW-19-0000035
09-JAN-2019
02:41 PM**

PETITION FOR WRIT OF MANDAMUS

**ORIGINALLY FILED IN CASE NO.:
SCOT-18-0000972, ON DECEMBER 28, 2018**

Electronically Filed
Supreme Court
SCPW-19-0000035
09-JAN-2019
01:50 PM

NOTE: The attached Order was originally filed in
SCOT-18-0000972 on January 9, 2019.

Electronically Filed
Supreme Court
SCOT-18-0000972
09-JAN-2019
01:47 PM

SCOT-18-0000972

IN THE SUPREME COURT OF THE STATE OF HAWAII

LEONARD G. HOROWITZ and SHERRI KANE,
Petitioners/Complainants,

vs.

BRADLEY R. TAMM, as Executive Director of the
Office of the Disciplinary Counsel; and
BRADLEY R. TAMM, LLC, Respondent.

ORIGINAL PROCEEDING

ORDER
(By: Pollack, J.)

Upon review of the complaint dated December 14, 2018 against Bradley Tamm, Chief Disciplinary Counsel for the Office of Disciplinary Counsel (ODC), submitted to this court by Leonard G. Horowitz and Sherri Kane and entered into the Judiciary Information Management System as Horowitz et al. v. Tamm et al., SCOT-18-972, on December 28, 2018, this matter should be deemed a petition for a writ of mandamus against Tamm. Therefore,

IT IS HEREBY ORDERED that the clerk of the court shall enter this order into SCOT-18-972 and then thereafter shall administratively close SCOT-18-972.

IT IS FURTHER ORDERED that the clerk of the court shall thereafter create a new, SCPW case, and enter in the SCPW case, in the following sequence, this order, the complaint originally filed in the SCOT case at Docket 1, and the recusal filed December 28, 2018 by the Chief Justice in SCOT-18-972. The clerk shall, however, place a cover sheet on the complaint and recusal, indicating they were originally filed in SCOT-18-972 on December 28, 2018.

IT IS FINALLY ORDERED that the filing fee for the petition is waived.

DATED: Honolulu, Hawai'i, January 9, 2019.

/s/ Richard W. Pollack

Associate Justice



Electronically Filed
Supreme Court
SCPW-19-0000035
09-JAN-2019
01:50 PM

NOTE: The attached Order was originally filed in
SCOT-18-0000972 on January 9, 2019.

Electronically Filed
Supreme Court
SCOT-18-0000972
09-JAN-2019
01:47 PM

SCOT-18-0000972

IN THE SUPREME COURT OF THE STATE OF HAWAII

LEONARD G. HOROWITZ and SHERRI KANE,
Petitioners/Complainants,

vs.

BRADLEY R. TAMM, as Executive Director of the
Office of the Disciplinary Counsel; and
BRADLEY R. TAMM, LLC, Respondent.

ORIGINAL PROCEEDING

ORDER

(By: Pollack, J.)

Upon review of the complaint dated December 14, 2018 against Bradley Tamm, Chief Disciplinary Counsel for the Office of Disciplinary Counsel (ODC), submitted to this court by Leonard G. Horowitz and Sherri Kane and entered into the Judiciary Information Management System as Horowitz et al. v. Tamm et al., SCOT-18-972, on December 28, 2018, this matter should be deemed a petition for a writ of mandamus against Tamm. Therefore,

IT IS HEREBY ORDERED that the clerk of the court shall enter this order into SCOT-18-972 and then thereafter shall administratively close SCOT-18-972.

IT IS FURTHER ORDERED that the clerk of the court shall thereafter create a new, SCPW case, and enter in the SCPW case, in the following sequence, this order, the complaint originally filed in the SCOT case at Docket 1, and the recusal filed December 28, 2018 by the Chief Justice in SCOT-18-972. The clerk shall, however, place a cover sheet on the complaint and recusal, indicating they were originally filed in SCOT-18-972 on December 28, 2018.

IT IS FINALLY ORDERED that the filing fee for the petition is waived.

DATED: Honolulu, Hawai'i, January 9, 2019.

/s/ Richard W. Pollack
Associate Justice



SCPW-19-0000035

IN THE SUPREME COURT OF THE STATE OF HAWAI'I

LEONARD G. HOROWITZ and SHERRI KANE,
Petitioners/Complainants,

vs.

BRADLEY R. TAMM, as Executive Director of the
Office of Disciplinary Counsel; and
BRADLEY R. TAMM, LLC, Respondents.

ORIGINAL PROCEEDING

ORDER DENYING PETITION FOR WRIT OF MANDAMUS

(By: Nakayama, Acting C.J., McKenna and Wilson, JJ., and
Circuit Judge Ashford, in place of Recktenwald, C.J., recused,
and Circuit Judge Wong, in place of Pollack, J., recused)

Upon consideration of petitioners Leonard G. Horowitz and Sherri Kane's complaint against Bradley Tamm, Chief Disciplinary Counsel for the Office of Disciplinary Counsel, filed on December 14, 2018 (which this court construes as a petition for writ of mandamus), the documents submitted in support thereof, and the record, it appears that petitioners fail to demonstrate that they have a clear and indisputable right to the requested relief or that they lack alternative means to seek relief. Petitioners are not entitled to a writ of mandamus. See Kema v. Gaddis, 91 Hawai'i 200, 204-05, 982 P.2d 334, 338-39 (1999) (a writ of mandamus is an extraordinary

Exhibit 19

remedy that will not issue unless the petitioner demonstrates a clear and indisputable right to relief and a lack of alternative means to redress adequately the alleged wrong or obtain the requested action). Accordingly,

IT IS HEREBY ORDERED that the petition for writ of mandamus is denied.

DATED: Honolulu, Hawai'i, February 21, 2019.

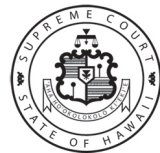
/s/ Paula A. Nakayama

/s/ Sabrina S. McKenna

/s/ Michael D. Wilson

/s/ Paul B. K. Wong

/s/ James H. Ashford



LEONARD G. HOROWITZ
5348 Vegas Drive, Suite 353
Las Vegas, NV 89108
Tel: 310-877-3002;
Email: Editor@MedicalVeritas.org

**IN THE CIVIL RIGHTS COMMISSION
OF THE STATE OF HAWAI'I**

LEONARD G. HOROWITZ,
Defendant-Counterclaimant
Appellant-Complainant

v.

GLENN S. HARA; RONALD
IBARRA; ELIZABETH
STRANCE;
MELVIN H. FUJINO; LISA M.
GINOZA; KATHERINE G.
LEONARD; ALEXA D.M.
FUJISE; STATE OF HAWAII;
John Does 1-50; Jane Does 1-50

) NO. _____
) (Discriminatory deprivation of rights and
) properties; (HRS) §§ 368-11 and 515-3(2))
)
)
) **CERTIFICATE OF SERVICE**
) **for VERIFIED COMPLAINT**
)
)
)

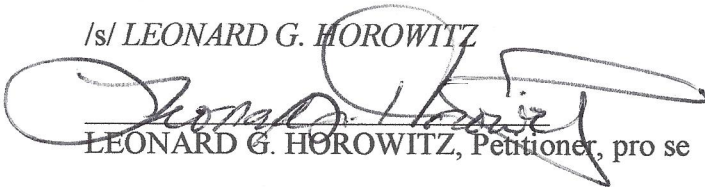
CERTIFICATE OF SERVICE FOR VERIFIED COMPLAINT

I HEREBY CERTIFY that on this 27th day of August, 2019 I served a true and correct copy of the foregoing *COMPLAINT* [HRS) §§ 368-11 and 515-3(2))]; Appendix A; Affidavit of Leonard G. Horowitz; *EXHIBITS "1" thru "10"* by the method described below to:

Civil Rights Commission
830 Punchbowl St,
Honolulu, HI 96813

 X US Mail

/s/ LEONARD G. HOROWITZ

A handwritten signature in black ink, appearing to read "Leonard G. Horowitz", is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long, sweeping stroke at the end.

LEONARD G. HOROWITZ, Petitioner, pro se

Leonard G. Horowitz v. Seven Hawaii Judges. Complainant's Verified Complaint [(HRS) §§
368-11 and 515-3(2))]; Appendix A; Affidavit of Leonard G. Horowitz; *EXHIBITS "1"*
thru "10".