

cc: Margaret Wille, Esq.  
Steven Whittaker, Esq.

2016 MAR -4 PM 2: 07

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT  
STATE OF HAWAII

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

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

Plaintiff,

vs.

LEONARD GEORGE HOROWITZ,  
JACQUELINE LINDENBACH HOROWITZ,  
AND THE ROYAL BLOODLINE OF DAVID,  
JOHN DOES 1-10, JANE DOES 1-10, DOE  
PARTNERSHIPS 1-10, DOE ENTITIES,  
DOE GOVERNMENTAL UNITS,

Defendants,

and

PHILIP MAISE

Intervenor.

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

Counterclaimants,

vs.

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

Civil No. 05-1-196

FIFTH AMENDED FINAL  
JUDGMENT

Jury Trial: February 12-14, 2008  
February 20-21, 2008

JUDGE RONALD IBARRA

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

*L. Mock Chew*

Clerk, Third Circuit Court, State of Hawaii

Exhibit "3"

1

Exhibits page 49

OF REVITALIZE, A GOSPEL OF )  
 BELIEVERS, )  
 )  
 Counterclaim Defendant. )  
 \_\_\_\_\_ )

**FIFTH AMENDED FINAL JUDGMENT**

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

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

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

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

- I. That Final Judgment on the Complaint for foreclosure filed June 15, 2005 is hereby entered pursuant to HRCP Rule 58 as follows:
  - a. As to the waste claims for unlicensed business activities and additions to the home or construction of buildings on the property, judgment is entered in favor of Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.
  - b. As to the claim for breach of contract/covenant for failure to keep property insurance, judgment is entered in favor of the Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David; Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David are required to obtain property insurance.
  - c. As to the claims for conspiracy by Defendant Horowitz, Defendant Royal Bloodline of David and co-conspirator Intervenor Phillip Maise, to deprive Plaintiff of receipt of mortgage payments and defrauding plaintiff, judgment is entered in favor of the Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, Defendant The Royal Bloodline of David, and Intervenor Phillip Maise and against Plaintiff, Jason

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

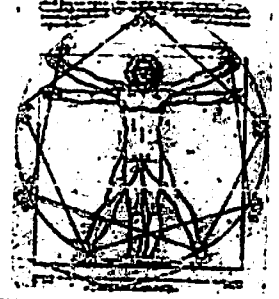
DATED: Kealakekua, Hawai'i; MAR - 3 2016

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

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

*Leonard G. Horowitz*



March 3rd, 2009

To: Cecil Loran Lee  
13-811 Malama Street  
Pahoa, HI 96778

13 3775 Kalanianaʻolaha Highway  
Pahoa, HI 96778  
USA  
Phone 808-965-2112  
Fax: 555-555-5555  
Email: len@lava.net  
Website:

Subject: 2<sup>nd</sup> Request for Mortgage Release  
References: Hawaii County Properties TMK (3) 1-3-001:049 and :043

Dear Mr. Lee

This is your second notice that on behalf of The Royal Bloodline of David ministry, under the laws of the State of Hawaii, you are required to release our mortgage since you have been previously served by certified mail formal notice that we have satisfied the mortgage. Thus, attached is a release of mortgage statement that you are compelled by law to sign, given that all monies owed you under this mortgage agreement have been paid, as per two garnishment orders against you, to Philip Maise.

This is your second notice of payment made in full, with proof thereof, that Mr. Maise, has received two payments on your behalf in accordance with two Garnishment Orders: one issued in case CV 01-1-0444; and the second judgment against you in CV 05-1-0235.

As you were previously noticed by certified mail on February 16, 2009, (See attachment 1.), here is a break down of the monies that we owed to you, and that we paid to Maise by Court ordered garnishment:

Principle Due 01/15/2009	\$350,000.00
Payment Due 12/15/2008	\$2,333.33
Payment Due 01/15/2009	\$2,333.33
2 Late Payment Charges	\$233.33
<u>Total Due</u>	<u>\$354,899.99</u>

This amount was satisfied as follows:

1. We paid to Maise \$118,464.59 to satisfy the amount you owed to him from his judgment against you in case CV 01-1-0444. We understand Maise will provide you with a release of his judgment against you for this case.
2. We deducted from the balance \$210,231.27 for the net judgment in our favor for case CV 05-1-0196. This figure was calculated as follows:

**Exhibit 4**

Exhibits page 56



Judgments in our favor	\$200,000 + \$907.98
Interest 7/22/2008 to 01/15/2009	\$9,698.63 + \$44.03
Judgment in your favor	(\$400)
Interest in your favor	(19.37)
<u>Net Judgment in our favor</u>	<u>\$210,231.27</u>

3. After these subtractions we still owed you \$26,204.13\*. However, Maise informed us that you also owed additional judgments to him for case CV 05-1-0235; and served us with a second garnishment order. (See attachment 2, the 2<sup>nd</sup> order.) He informed us these debts were as follows:

Judgments in CV 05-1-0235	\$19,033.62 + \$6,750.32
Interest October 25, 2006. to January 15 <sup>th</sup> , 2009	\$4,244.76 + \$1,505.41
<u>Total</u>	<u>\$31,534.11</u>

We informed you in a certified letter sent January 24, 2009, and again of February 16, 2009, that we would be making a payment to Maise for the balance due unless we heard from you with a valid reason why these monies should not be paid by 2/15/2009. We received no such notification from you, and, thus, paid your debt to Maise.

Therefore, we have paid to Maise \$26,204.13 on your behalf; all money we owed to you under the mortgage agreement, and Maise has confirmed this in writing (See attachment 3):

Total Amount Owed	\$354,899.99
Minus Debts CV 01-1-0444	(\$118,464.59)
Minus Debts CV 05-1-0196	(\$210,231.27)
Minus Pay To CV 05-1-0235	(\$26,204.13)
Remaining Balance	\$0.00

In conclusion, we have satisfied the entire amount owing to you against the Note and you are now required to provide us with your signature on the enclosed release of mortgage, in addition to a Quit Claim Deed to the subject property. Please mail these two signed documents in the enclosed self-addressed stamped envelop within 72 hours of your receipt of these documents to prevent additional levies and fees.

Sincerely yours,

The Royal Bloodline of David  
By: Leonard G. Horowitz, Overseer

Cc: J Carroll, P. Maise, J Lindenbach

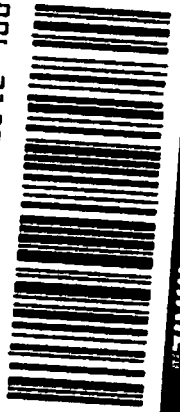
*L. J. Hovorka*  
*13-375 Keolu Hwy*  
*Panola, HI 96778*

NAME *[Signature]*  
1st NOTICE *2/12/09*  
2nd NOTICE *2/12/09*  
RETURN *MAR 7*

*Cecil Norman Lee*  
*13-811 Malama St.*  
*Panola, HI 96778*

*Unclaimed*

7006 2150 0003 2396 8415



**CERTIFIED MAIL**  
PLACE STICKER IN TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. HOLD AT POST OFFICE



U.S. POSTAGE  
PAID  
PERMITTED BY  
FEB 18 '09  
PANOLA HI  
96778  
\$5.32  
000-85-43-01

9677888400 RC02

*B. Horowitz*  
*13-811 Malama Hwy*  
*Pahoa, HI 96778*

**RETURN RECEIPT  
REQUESTED**

1st NOTICE 1/21/09  
2nd NOTICE 2/6

RETURN FEB 12

**CERTIFIED MAIL**



7008 J830 0003 3796 8258

To: Cecil Loran Lee  
13-811 Malama Street  
Pahoa, HI 96778



0000



96778

U.S. POSTAGE  
PAID  
96778  
JAN 29, 2009  
PERMIT  
00018-27-03

**\$5.49**

1st NOTICE 1/21/09  
2nd NOTICE 2/6  
FEB 12

NIXIE 968 4C 1 77 02/23/09  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
BC: 96778  
\*2272-00227-23-11

PROMISSORY NOTE

\$350,000.00

1/15, 2007 <sup>2008</sup>

FOR VALUE RECEIVED, the undersigned promises to pay to LORAN LEE, also known as C. Loran Lee, single, whose mailing address is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, or order, the sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00), with interest thereon from the 15th day of JANUARY, 2007, until fully paid at eight percent (8%) per annum, principal and interest payable in lawful money of the United States as follows:

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

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

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

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

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

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

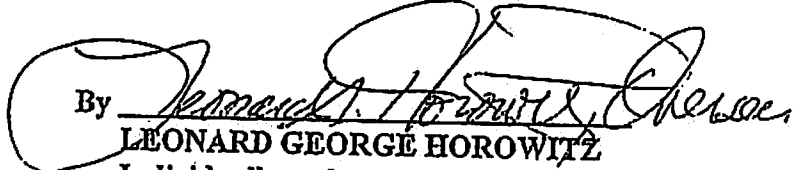
**Exhibit 5**

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

Exhibits, page 60

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

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

By   
**LEONARD GEORGE HOROWITZ**  
Individually and as its Overseer

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS  
STATE OF HAWAII

BUREAU OF CONVEYANCE

Dec 2009-136885  
SEP 08, 2009 08:02 AM

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

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

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

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (herein referenced to as the "Assignment") is made as of this 6<sup>th</sup> day of May, 2009 by LORAN LEE, a/k/a C. LORAN LEE, an unmarried individual, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereinafter referred to as the "Assignor") for the benefit of CECIL LORAN LEE, OVERSEER of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred to as the "Assignee").

WITNESSETH

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

Exhibit 6

Exhibits page 62

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.

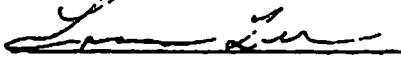
2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor has the Assignor declared that that is any default by Mortgagor therein or in the Note 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 RP satisfactory evidence) to be the persons described in and who executed the foregoing ASSIGNMENT OF MORTGAGE, dated May 15, 2009 and consisting of 3 pages total, who, being duly sworn, acknowledged that he executed said instrument as his free act and deed.

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

  
\_\_\_\_\_  
(Notary signature)

Collins Tomei  
\_\_\_\_\_  
(Print notary name)  
Notary Public  
Third Judicial Circuit  
State of Hawai'i

(Stamp or Seal)



My commission expires: 02-20-2010



## Assignment of Promissory Note

THIS ASSIGNMENT dated May 15, 2009

**BETWEEN:**

**LORAN LEE a/k/a C. LORAN LEE**

(the "Assignor")

-and-

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

(the "Assignee")

**WHEREAS:**

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

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

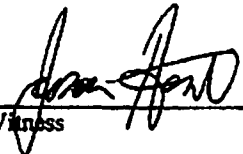
- 1. The Assignor hereby assigns, transfers and sets over unto the Assignee the Debt together with the Mortgage and all advantage and benefit to be derived therefrom.
- 2. As consideration for the assignment, the Assignee agrees to pay to the Assignor, concurrently with the execution of this Agreement,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

**Exhibit 7**

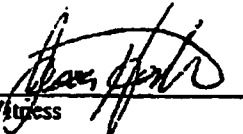
Exhibits page 65

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

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

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 LORAN LEE A/K/A/ C. LORAN LEE

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 CECIL LORAN LEE, OVERSEER

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

EXHIBIT A

ITEM I:

LOT 15-D  
A Portion of Lot 15  
Grant 5005 to J. B. Elderts  
Kamali Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa, Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HHEHEIAHULU" 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 foot 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 Bloodlines of David, a Washington nonprofit corporation, by Warranty Deed dated \_\_\_\_\_ recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01947

ITEM II:

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

Description: Honolulu, HI Regular System-Year DocID 2004.14441 Page: 15 of 16  
Order: 18-00000232959 Comment:

-FILED

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

2015 DEC 30 PM 4: 26

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

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


FINAL JUDGMENT

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

- 1) On Plaintiff Jason Hester's Complaint filed August 11, 2014
  - a. As to Count I, Quiet Title, judgment is entered in favor of Plaintiff Jason Hester pursuant to H.R.S. Section 669-1, et seq. and against the Defendants Medical Veritas International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz; and Sherri Kane;
  - b. As to Count II, Tenants at Sufferance, judgment is entered in favor of Plaintiff Jason Hester and against Defendants Medical Veritas

**Exhibit 8A**

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

  
Exhibits page 68  
Clerk, Third Circuit Court, State of Hawaii

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

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

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

Count I, Slander of Title;

Count II, Quiet Title;

Count III, Unfair and Deceptive Acts and Practices;

Count IV, Malicious Prosecution in Criminal Contempt;

Count V, Abuse of Process Tort;

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

Count VII, Tortious Interference with Consortium;

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

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

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

DATED: Kealahou, Hawaii, DEC 29 2015

**RONALD IBARRA (SEAL)**

**JUDGE OF THE ABOVE-ENTITLED COURT**

FILED

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

2015 DEC 30 PM 4:27

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

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

NOTICE OF ENTRY OF JUDGMENT

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

DATED: Kealahou, Hawaii, DEC 30 2015.

FRANCINE VICTOR (SEAL)

\_\_\_\_\_  
CLERK OF THE ABOVE-ENTITLED COURT

**ISSUED**

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

**2016 MAR -1 PM 3:05**

Attorney for Plaintiff  
Jason Hester

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

**IN THE CIRCUIT COURT OF THE THIRD CIRCUIT**

**STATE OF HAWAII**

**JASON HESTER, an individual,**  
  
**Plaintiff**

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

vs.

**WRIT OF EJECTMENT;**

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

**RETURN OF SERVICE ON WRIT OF EJECTMENT**

**Defendants.**

**WRIT OF EJECTMENT; RETURN OF SERVICE ON WRIT OF EJECTMENT**

**THE STATE OF HAWAII**

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

**Exhibit 8B**

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

*J. Mock Chew*

Clerk, Third Circuit Court, State of Hawaii

Exhibits page 72



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

Pursuant to the ~~Order Granting In Part And Denying In Part Plaintiff's Motion For~~ <sup>Final Judgment filed 12-30-2015</sup>

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

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

Dated: Kealakekua, Hawaii FEB 29 2016

MELVIN H. FUJINO (SEAL)

JUDGE OF THE ABOVE-ENTITLED COURT

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