Case ICA No. CAAP-18-0000584

IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAI'I

Expungement of Lis Pendens

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

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APPEAL FROM THE COURT OF JUDGE HENRY T. NAKAMOTO
THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

Third Circuit Court – Hilo
Hale Kaulike
777 Kilauea Avenue
Hilo, HI 96720

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IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAI'I

ICA No. CAAP-18-0000584

	) Civ. No. 3CC-17-1-407
JASON HESTER, an individual Complainant-Appelleee	) THIRD CIRCUIT COURT) Appeal of Final Judgment for Expungement
vs.	) APPELLANT'S MOTION TO JOIN) PAUL J. SULLA, JR. AND
LEONARD G. HOROWITZ, an individual Defendant-Counterclaimant-Appellant	) HALAI HEIGHTS, LLC AS PARTIES) [HRAP Rule 27(a) and (d), HRCP Rule 19(a)]) MEMORANDUM IN SUPPORT;) APPENDIX OF HAWAII COURT RULES;) DECLARATION OF LEONARD G. HOROWITZ;) EXHIBITS "A" thru "I;") CERTIFICATE OF SERVICE

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

COMES NOW Defendant/Counterclaimant-Appellant LEONARD GEORGE HOROWITZ ("Horowitz") by pro se pleading requesting PAUL J. SULLA, JR. as an individual ("Sulla") and HALAI HEIGHTS, LLC—a Limited Liability Corporation created by Sulla ("HHLLC"), be joined as parties, or if Sulla individually, or as the representative of HHLLC, opposes joinder, that the Honorable Court order joinder of both.[1]

Joining a party is a procedure administered pursuant to Hawaii Rules of Civil Procedure ("HRCP") Rule 19(a) "JOINDER OF PERSONS NEEDED FOR JUST ADJUDICATION," which states in relevant part:

[1] HRAP Rule 27 sections (a) and (d), and HRCP 19 "Joinder Of Persons Needed For Just Adjudication" are provided in the Hawaii Court Rules Appendix in the attached Hawaii Court Rules Appendix.

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

FACTUAL BACKGROUND: In this appeal of the Final Judgment of the 2018 *lis pendens* expungement proceedings the subject property ("Property") is no longer "owned" by the named party Plaintiff/Counterclaim Defendant, Jason Hester ("Hester"). Nor is it any longer in the name of presumably "Hester's" Popular Assembly of Revitalize, A Gospel of Believers ("GOB/ Overseer Hester") that was the "Foreclosing Mortgagee" incorporated under Sulla's administration. According to expert analysis shown in **Exhibit A**, Sulla's incorporation was made void by forged signature(s) and "altered" page numbers in GOB's paperwork. And Sulla's subsequent transfer of the Property to HHLLC is similarly voided by the forged warranty deed recently declared void by the County of Hawaii. **Exhibit B**; ROA Part 1, Doc. 37, p. 1037.

Sulla filed this case to consummate an alleged theft scheme. He has acted to flip the Property repeatedly to presumed good faith buyers for unjust enrichment. Sulla evaded answering to **Exhibit A**'s expert findings—examiner Beth Chrisman's analysis of Sulla's first discovered forgery. ROA Doc. 2, pp. 37-38. Chrisman declared GOB's "General Certification" pages "are not authentic but have been duplicated, transferred and altered." ROA Doc 9, pp. 152-153. These facts and suspicious filings alone require fact finders' heightened scrutiny; or otherwise join hoodwinked or corrupted officials who have aided-and-abetted by willful blindness Sulla who has left behind irrefutable evidence of "2nd Degree Forgery" for "1st Degree Theft." These allegations have been certified by Hilo Police Department ("HPD") investigators in Criminal Complaint No. C18009739. The charges have been forwarded to Prosecutor Mitch Roth's office where prosecution is pending at the time of this filing. (**Exhibit A**; ROA Part 1, Doc. 37, P. 887; and Transcript of Hearing of June 1, 2018, p. 10, lines 12-20.)

Prompting said criminal case, on February 13, 2018, County of Hawaii Tax Department officials and Hawaii County Counsel confirmed another Sulla forgery voiding the warranty

[2] HRCP 19 in its entirety is in the Appendix.

deed that Sulla filed with the State to convert the Property to HHLLC. **Exhibit B**; ROA Part 1, Doc. 37, p. 1037.

According to *Ocwen Loan Servicing LLC v. Lum* 2015 WL 1808955 at 4 (US Dist. Haw. 2015. "[A] case of simple forgery or false authority . . . result[s] in void documents under Hawai'i law)." In this instant case, Sulla's Articles of Incorporation forgery, supplemented by the County-voided Sulla security, shows a pattern and practice of entering voidable or void filings with the state and courts . These include GOB's and Hester's void securities—mortgages, notes and deeds encumbering the Property as the Record on Appeal ("ROA") and **Exhibits A thru G** attached hereto evidence. More clear and convincing evidence in **Exhibits C and D** compounds the prima facie evidence discovered by County officials who voided Sulla's warranty deed that was falsely filed with the state's Bureau of Conveyances on Sept. 9, 2016, to convert the Property to HHLLC's ownership. (See: Doc. No. A-60960740 and related **Exhibits B, D and F.**)

On September 6, 2016, Sulla administered the conveyance of the Property from Hester to HHLLC by the "Warranty Deed" voided by the County. Sulla's filing made Sulla the current exclusive real party counterclaim defendant, because HHLLC's February 1, 2016 Articles of Organization named Sulla as the company's organizer, member, manager, and agent. Hester is not listed therein. The document cites Sulla's office at 106 Kamehameha Avenue, Hilo, Hawaii 96720, as HHLLC's "place of business." See **Exhibit E** and ROA Doc 37, pp. 889-890. HHLLC's Articles of Organization provide that members "shall not be liable for the debts, obligations, and liabilities of the company." Thus, even if Sulla claims Hester's membership in HHLLC shell company, only Sulla is liable for Horowitz's damages.

Based on the "red flags" that have appeared, Hester must be considered a nominal strawman plaintiff for Sulla in this case and several other state and federal cases. The two related and intertwined appeals currently before this Court—CAAP 16-0000162 and 163—are directly affected by the County's recent action and pending law enforcement. Sulla's false filings make him the "real" real party in interest adverse to Horowitz et. al. In order to ensure a complete and effective remedy in this case then, joinder of both Sulla individually and in his capacity directing the limited liability company HHLLC is appropriate under the rules of the courts.[1]

DATED: Honolulu, HI, 96815 October 9, 2018

/s/ Leonard G. Horowitz
Defendant - Counterclaimant – Appellant, pro se

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IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAI'I

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	) Civ. No. 3CC-17-1-407
JASON HESTER, an individual Complainant-Appelleee	) THIRD CIRCUIT COURT) Appeal of Final Judgment for Expungement
	)
vs.	) MEMORANDUM IN SUPPORT of) APPELLANT'S MOTION TO JOIN
LEONARD G. HOROWITZ, an individual Defendant-Counterclaimant-Appellant	) PAUL J. SULLA, JR. AND) HALAI HEIGHTS, LLC AS PARTIES) [HRAP Rule 27(a) and (d), HRCP Rule 19(a)]

MEMORANDUM IN SUPPORT OF APPELLANT'S MOTION TO JOIN PAUL J. SULLA, JR. AND HALAI HEIGHTS, LLC AS VOLUNTARY OR INVOLUNTARY INDISPENSABLE PLAINTIFF(S) [HRAP Rule 27(a) and (b) and HRCP Rule 19(a)]

This memorandum is written in support of Appellant's Motion to Join PAUL J. SULLA, JR. ("Sulla") as an individual, and HALAI HEIGHTS, LLC (HHLLC)—a for-profit limited liability company formed February 1, 2016 and controlled by Sulla—both to be joined as parties; and if Sulla, either individually or in his company capacity as HHLLC's director opposes joinder, that the Honorable Court order joinder of both in accordance with Hawaii Rules of Appellate Procedure (HRAP) Motions Rules 27(a) and (b), and Hawaii Rules of Civil Procedure ("HRCP") Rules 19(a) and (b).[3]

I. FACTUAL BACKGROUND

The subject of two intertwined ongoing appeals[4] and this *lis pendens* expungement action is a spa

[3] Sulla's "Warranty Deed" conveyance and proof of Sulla's personal interest in HHLLC as its Managing Member is Noticed pursuant to the County of Hawaii's **Exhibits B.** The Appellant filed a related Motion for Judicial Notice of these documents that appear in the ROA Part 1, Doc. 37, on p. 946.

[4] CAAP 16-0000162 and 163.

property (the "Property") located in Pahoa, Hawaii purchased by Horowitz in 2004 from the original Plaintiff Cecil Loran Lee ("Lee") subject to a $350,000 five-year mortgage. Horowitz co-signed the promissory Note, individually and representing his ministry, The Royal Bloodline of David ("RBOD").[5] The July 22, 2008 Final Judgment in the res foreclosure case, Civ. No. 05-1-0196 (currently appealed by Horowitz for deficiency judgment, fees and costs, in CAAP 16-0000162) DENIED Lee's foreclosure. The jury awarded Horowitz et. al., damages in the amount of $200,000—the amount of his down payment on the falsely advertised "commercial property" that he was precluded from using commercially or enjoying with his family under the duress of continuous litigations.(ROA Part 1, Doc. 9, p. 149.) An Amended Final Judgment was entered retaining that jury award on February 23, 2009, and a week later Horowitz paid off the entire remaining balance with a balloon payment of $154,204.13 applying the damages award as credit. He then noticed Seller Lee repeatedly to release the Mortgage to no avail. (ROA Part 1, Doc. 9, p. 149.) Instead, three months later, on May 15, 2009 Sulla assigned the paid and void Mortgage and Note from Lee to THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS (hereafter, "GOB"). In this counterclaimed fraudulent transfer Sulla committed to avoid losing the Property to Horowitz, Lee was named as the Overseer and Jason Hester as the Successor Overseer. (ROA Part 1, Doc. 9, p. 149.) These hastily-made Assignments were presumably executed on May 15, 2009, then filed two weeks later by Sulla's faxes (wires) containing blatant errors unrecognized by the State's Department of Commerce and Consumer Affairs ("DCCA"), including evidence of Lee's photocopied signature(s). These Articles of Incorporation[6] were not filed until May 26-28, 2009 and are void by reason of their falsity and illegality. (ROA Part 1, Doc. 9, p. 149-50.)

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[5] This 0196 foreclosure action was not initiated by Lee for failure to make any of the mortgage payments on a timely basis, but instead on de minimus grounds for foreclosure – failure to obtain written permission for property improvements and lack of real property insurance that was then unavailable due to the Property being located in a the High Risk Lava Zone 1.

[6] The untimely May 26 and May 28, 2009 filing by Sulla of GOB's Articles of Incorporation peppered with wrongdoing, including defective signature pages, altered date(s), and altered pagination, now compound evidence of Sulla's pattern and practice of such acts supplementing the County's February 10, 2018 discovery of Sulla's forgery, all confirmed by two FBI agents and a half dozen HPD investigators, besides FBI-trained expert forensic document examiner, Beth Chrisman. (ROA Part 1, Doc. 9, p. 150.). These purported Assignments of the Mortgage and Note to GOB are also in conflict with Sulla's representations to the Probate Judge Strance. ROA, Doc. 37, p. 983. Here, at the December 11, 2009 administration hearing, Sulla stated that Hester no longer has any property interest "due to foreclosure." Breaching his candor requirement, Sulla neglected to inform the Court that prior to Lee's death Sulla had administered the Assignments of Lee's lost interests to the sham GOB using Hester as

Following Lee's death on June 27, 2009, on July 16, 2009, Sulla, without filing a notice of appearance, filed in Civ. No. 05-1-0196 a non-hearing motion to substitute GOB for Lee in the judicial foreclosure action. On August 31, 2009 that motion was granted. (ROA Part 1, Doc. 9, p. 149.) Subsequently, the court reversed the counterclaim for fraud by Lee in response to Lee/Sulla's filing of an untimely Hawaii Rule of Civil Procedure (HRCP) Rule 50 Motion for Judgment as a Matter of Law (MJML) that challenged Horowitz's fraud counterclaim and jury award as not having been pled with sufficient particularity in 2006-08. Thereafter, on July 29, 2009, in response to a Rule 60(b) "Motion to Modify Order", the Court vacated Defendants' award of damages. (ROA Part 1, Doc. 9, p. 149-150.) The "162" appeal seeks to reverse the vacation of damages award by demonstrating the grant of the HRCP Rule 50 MJML was in error as was the HRCP Rule 60(b) vacation of the damages award. (ROA Part 1, Doc. 9, p. 149-150.)

Meanwhile, while the 0196 res case languished in appeal, Sulla disregarded the appellate process and pursued a second bite at the foreclosure apple –a non-judicial foreclosure (NJF) with Sulla as the auctioneer and Jason Hester, presumably in the capacity of GOB's Overseer and only bidder. Subsequent to the NJF there was a conveyance from "Overseer Hester" to "Overseer Hester," based on the NJF, and thereafter a conveyance of the property interest from Jason Hester as Overseer of GOB to Hester as an individual. At the same time Sulla acquired a mortgage (lien) interest in the property attached hereto as **Exhibit 1**.

To consummate Sulla's NJF and alleged theft scheme, in 2014, Sulla filed Civ. 14-1-0304 in the name of Hester (as an individual) v. Horowitz and his partner Sherri Kane—the successors in interest to RBOD[7]—to gain quiet title and the Appellant's ejectment. In that related action, Sulla was disqualified as a necessary witness at trial by Magistrate Judge Puglisi.[8] ROA

GOB's "Overseer" for Sulla's protection and "arms length" advantage. Hester, like Lee, was a convicted marijuana trafficker. He was not a close relative of Lee (if any degree of kinship existed). Sulla made Hester the "Substitute Plaintiff" in the 0196 case as Lee's "successor."

[7] Shortly before RBOD's October 2012 dissolution under litigation duress, in August of 2012, the ministry transferred its interest in the Property to Leonard G. Horowitz and Sherri Kane as individuals.

[8] On January 5, 2015, the US District Court ruled that Sulla was disqualified as a potential witness in the case.("In addition to finding that Mr. Sulla is a necessary witness regarding Plaintiff's quiet title claim, the Court also finds that Mr. Sulla is a necessary witness regarding several of Defendant Horowitz and Defendant Kane's counterclaims. Plaintiff did not address the substance of the counterclaim in his Opposition. . . several disputed material issues related to the assignment of Defendant Horowitz's mortgage from Mr. Lee to the Overseer of Revitalize and the transfer of the subject property to Plaintiff. . . Defendant' request to disqualify Paul J. Sulla, Jr. is GRANTED") ROA Part 1, Doc. 9, p. 166; Doc. 37, p. 881. The instant Court must, therefore, ask, "With all the 'material issues related to the assignment of [the] mortgage [and note], what justification exists for the 0304 court and the Nakamoto court likewise in this case, to summarily cede the Property to Sulla/Hester?"

Part 1, Doc. 9, p. 166. Nonetheless, on December 30, 2015, the 0304 circuit court summarily ruled in favor of GOB Overseer Hester not on the merits of the case, but based on refusal to vacate the default judgment of RBOD. The 0304 court denied Horowitz's standing, and summarily dismissed all of Horowitz's counterclaims. Judge Fujino, in February of 2016, issued Sulla's Writ of Execution to eject Horowitz et. al. from the Property. (ROA Part 1, Doc. 30, p. 654.)

Now having Sulla's Property interest voided by the County of Hawaii on February 10, 2018, Sulla's September 6, 2016 claimed "title" and ownership of the Property in Hester and/or HHLLC is void. This justifies Sulla's and HHLLC's joinder in this case, applicable also to the two concurrent intertwined appeals (16-000162 and 163) by reason of the "Warranty Deed" to HHLLC being a nullity. This leaves the only true, correct, and valid Warranty Deeds to the Property indisputably in Horowitz's and RBOD's rightful possession. Accordingly, their Property must be returned promptly by this Court and law enforcement. **(Exhibit B;** ROA Doc. 37; p. 1037.**)**

Summarily, Sulla's false filings of GOB's Articles of Incorporation in May, 2009; followed by a set of quit claim transfers after Sulla's non-judicial foreclosure (ROA Doc. 37, p. 887); and subsequent transfer to HHLLC, makes Sulla an indispensable real-party-in-interest with Sulla as HHLLC's organizer, member, manager, and registered agent. (**Exhibit 4**; ROA Doc. 37; p. 882, ¶¶ 13-15.**)** Sulla's false filings with the state and courts influenced justice officials to deprive Horowitz et. al. of their due process rights and property rights. Sulla's victims were dispossessed, severely distressed, and the financial damage and emotional suffering destroyed Horowitz's family. All due to Sulla's set of court-accepted forgeries. Confirmations of Sulla's illegal actions by multiple government officials and law enforcers now burden the hoodwinked or willfully-blind courts responsible for said damage, and this Court is empowered to decide what to do to administer justice, including compensating Horowitz for his fourteen (14) years of deprived livelihood, and unfathomable victimization.

II. JOINDER OF PAUL SULLA INDIVIDUALLY IS NECESSARY, IN ADDITION TO JOINING HIS CORPORATE ENTITY HHLLC FOR COMPLETE RELIEF

In *Amalgamated Bank v. Superior Court*, 57 Cal. Rptr. 3d 686 – Cal: Court of Appeal, 3rd Appellate Dist. 2007, the court noted, "the standard for deciding whether to issue a writ of

mandate vacating a postjudgment expungement order is whether a petitioner's real property claim has probable validity. We do this by assessing whether the petitioner has made out a prima facie case for reversal of the judgment, based on the record in the trial court and the arguments of the parties." In the case at bar, Horowitz has "made out a prima facie case for" for vacating Judge Nakamoto's expungement judgment, and for joining Sulla and Sulla's HHLLC. By voiding Sulla's warranty deed to the Property following their discovery of Sulla's misappropriated land description therein, (**Exhibit B;** ROA Doc. 37; p. 881**)** the County of Hawaii ("CoH") vicariously "made out a prima facie case for reversal of the judgment" in this case. These new discoveries also affect the ongoing 0304 case and 163 appeal. Sulla must be joined in CAAP 16-0000162 and 163 for Horowitz's required remedies. These consolidated cases—162 and 163—require Sulla's joinder to. This reasonable assertion is based on the County's discoveries and corrective actions. The CoH informed Sulla on February 13, 2018, that Hester's warranty deed (**Exhibit F**) to the Property (presumed sold to HHLLC on September 6, 2016; ROA Doc. 37, p. 1039) was invalid and made void. **Exhibit B**; ROA Doc. 37, p. 1037. Horowitz's litigation defenses and counterclaims in this case, and in the 0304 case too, are thereby irrefutably validated by prima facie evidence of Sulla's forgeries and more. The 304 case Final Judgment must similarly be vacated for justice to prevail.

Sulla's agents are currently in possession of the stolen Property having been granted quiet title and ejectment by the 0304 court. Sulla currently holds a controlling interest in the Property. Thus, complete relief cannot be accorded among those already parties without Sulla being joined.

Sulla's "controlling interest" in the Property is evidenced by: 1) attached **Exhibits A-G**, proving the "colored" title passed from Hester to Sulla on September 6, 2016 through Sulla's HHLLC. That company too must be joined as an indispensable party since this Property is subject to the final disposition of related appeals "162" and "163." **Exhibit F** is the County's voided warranty deed from Hester to HHLLC, **Exhibit C** is Sulla's mortgage "loan" to Hester secured by the Property. Exhibit D is Sulla's mortgage "loan" to HHLLC secured by the Property. **Exhibits B and E** prove Sulla formed and actively controls HHLLC. ROA Doc. 9. p. 298; Doc. 37; p. 882, ¶¶ 13-15. In other words, Sulla's finger prints are all over the crime scene. Sulla filed the **Exhibit F** warranty deed with the Hawaii Bureau of Conveyances (Doc. No. A-6096-740; See: ROA, Motion for Judicial Notice, Exhibit "A," p. 662; and see also **Exhibit B,** ROA Doc. 37; p. 882 ¶¶ 13-15**.)** "[A] case of simple forgery or false authority, both . . . result[s] in void documents under Hawai‘i law." *OCWEN LOAN SERVICING, LLC v. LUM, et. al.*, Civil

No. 13–00497 LEK–KSC.

On June 9, 2011, when GOB Overseer Hester transferred interest in the property to Hester as an individual (See **Exhibit C** attached hereto; ROA Doc. 37, p. 938.), Sulla directed Hester to sign a mortgage "loan" and note for $50,000.00 secured by a true and correct copy of the Property description. This included the land description captioned "Item II." (See: **Exhibit C** and ROA p. 944.) However, ROA p. 1046 compares that **Exhibit C** "Item II" description with a different "PARCEL SECOND" description that Sulla exchanged to expand his land grab. Sulla made believe the two lots were interchangeable, or that a simple "mistake" had been made when presumably the "PARCEL SECOND" substitution was filed to secure Sulla's $150,000.00 Mortgage "loan" to HHLLC shown in **Exhibit D**. The comparison and switch convinced police and tax department investigators that Sulla's Warranty Deed from Hester to HHLLC (**Exhibit F**), and subsequent Mortgage to HHLLC (**Exhibit D**), contained the same false description evidencing "2md Degree Forgery" charged by HPD investigators. Sulla had substituted "Remnant A" for the "Item II." By doing so, he covertly exchanged the less valuable "TMK 043" lot for very valuable Remnant A "095" lot.[9]

The trouble is, the County discovered the forgery because CoH officials warranted to Horowitz that Remnant A would be free and clear of any encumbrances, now or in the future. (See **Exhibit G**.) The County warranty deeded Remnant A to Horowitz/RBOD in 2005. When they looked at the side-by-side comparison of the County's source document and Sulla's land descriptions in his forged deed and mortgage filings, officials realized the scam shown in the ROA on pages 1046-47.

But that's not the only justification for joining Sulla for substantial conflicting interest. After Sulla filed his County-declared void warranty deed transferring the Property from Hester to HHLLC, on April 26, 2017, Sulla as individual, on his own behalf, filed the second mortgage "loan" containing the same switch. This is shown in **Exhibit D**, ROA Doc. 37, p. 1048. This $150,000.00 mortgage contains the forged "Remnant A" land description (on ROA, p. 1056) These four **Exhibits—C, D, F and G**—provide prima facie evidence that Sulla has been and remains the concealed real party Plaintiff in interest in this case, as well as in the quiet title action, Civ. No. 14-1-0304 (CAAP 16-0000163). Sulla has yet to be joined there following the Court's March 3, 2017 ORDER DENYING THE JANUARY 28, 2017 MOTION [TO JOIN SULLA]

[9] "Remnant A" is central to the entire subject Property. This valuable access road precludes access to the coveted spa facilities. Sulla needed it to consummate his theft scheme and access the most valuable lots of land.

filed by attorney Margaret Wille on behalf of the Appellant(s).

Accordingly, these new discoveries compel reconsideration of the Court's earlier non-joinder Order issued in the consolidated ("162" and 163") appeals for efficiency, economy and justice.

Be it known that the Appellant's previous prayer for Sulla's joinder in appeals "162" and "163" filed by counsel Wille correctly predicted on January 7, 2017, in MEMORANDUM IN SUPPORT OF APPELLANTS' MOTION TO JOIN PAUL J. SULLA, JR. AND HALAI HEIGHTS, LLC AS PARTIES, that non-joinder would encourage Sulla to multiply litigations as he has done with this damaging case. In effect, non-joinder has caused scarce judicial resources to be drained at taxpayer expense in this and other litigations. The Final Judgment contested in this instant case neglects the importance and legitimacy of the appellate process. Judge Nakamoto vicariously dismisses the ICA and Appellant's cases and pleadings herein as "frivolous." (ROA, Doc. 73, p. 1522 ¶7) He grants "Hester" who he knows, or should know is Sulla strawman, in rem authority to flip Horowitz's Property. The impression of this impropriety exceeds outrageous.

The Chain of Title listing each of Sulla's transferees and transactions in the alleged theft scheme is shown in the ROA on p. 887. During these actions Sulla has consistently concealed his conflicting interest from the state and courts, hiding his liability for the alleged pattern and practice of filing false documents with the State to consummate conversion of the spa Property.

The reasonably assumed justification for Sulla's conveyance from Hester to Sulla's HHLLC includes **Exhibit C** and related promissory note debt allegedly owed Sulla by Hester—$50,0000 in 2011 to cover presumed legal fees. Regardless, Sulla individually is the real-party-in-interest, and Hester—whether as GOB Overseer or as an individual—was always simply Sulla's nominal strawman plaintiff according to the amassed evidence.

Sulla's pleadings neglect these matters. He diverts from providing express admissions or denials to allegations of forgery, for instance, as noted by Judge Puglisi.[8] "Conduct which forms a basis for inference is evidence. Silence is often evidence of the most persuasive character." Judge Brandeis in *United States ex rel. Bilokumsky v. Tod*, 263 US 149, 154 – Supreme Court 1923. Sulla's silence tacitly admits to the aforementioned express allegations of forgery of: (1) his "Foreclosing Mortgagee's" Articles of Incorporation; (2) HHLLC's forged warranty deed and other illegal documents; and (3) Sulla's personal mortgage loan to HHLLC secured illegally by the switched land descriptions. (See HRCP Rule 8(d)) The ROA in its entirely lacks Sulla's

express denials.[10]

Consequently, in order to ensure justice, and a full and effective remedy in this case, joinder of both Sulla individually and his HHLLC entity is now necessary. Complete relief cannot be accorded the Appellant otherwise.

III. LEGAL FRAMEWORK

"Every action shall be prosecuted in the name of the real party in interest." Federal Rules of Civil Procedure Rule 17(a); *Dacanay v. Liberty Mut. Ins. Co*., 120 P. 3d 1128 - Haw: Intermediate Court of Appeals 2005. Joining a party is a judicial process administered pursuant to Hawaii Rules of Civil Procedure ("HRCP") Rules 19(a) "Joinder Of Persons Needed For Just Adjudication," which states in relevant part:

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

Mandatory Joinder: As made clear in *Int'l Sav. & Loan Ass'n, Ltd. v. Carbonel*, 93 Haw. 464, 470, 5 P.3d 454, 460 (Ct. App. 2000) "Pursuant to Rule 19(a)(1), a party must be joined if feasible if relief cannot be afforded among those already parties". (emphasis added) Rule 19(A) Criteria For Joinder: The *Int'l Sav. & Loan Ass'n Ltd* Court then goes on to enunciate the criteria in Rule 19(a) for joinder of a necessary party:

> Rule 19(a)(2)(A) provides that a person must be joined if feasible if the person has an interest in the subject matter of the action and disposition of the case in his or her absence may impair his or her ability to protect that interest or, under Rule 19(a)(2)(B), leave any of the persons already parties subject to the risk of multiple or inconsistent obligations because of the interest. (bold emphasis added).

[10] Sulla photocopied the dying Seller Lee's signature(s), and additional evidence of Sulla's alterations of GOB's incorporation papers was attached in the Declaration of Beth Chrisman. GOB, and its three successors in interests, Hester, HHLLC and Sulla, therefore, hold no valid title to the Sulla-NJF foreclosed Property. (ROA Part 1, Doc. 37 p. 880, ¶ 5)

Hence the criteria is: 1) where joinder is feasible; 2) the person has an interest in the subject matter of the action; and 3) where disposition of the case in his/her absence may impair his/her ability to protect that interest OR leave the persons who are already parties subject to risk or susceptible to multiple or inconsistent obligations.

IV. DISCUSSION

A. Joinder here is consistent with the criteria in HRCP Rule 19(a).

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

2. Where the party sought to be joined has an interest in the subject matter. Here, Sulla individually, and in his corporate capacity as HHLLC, are in sole possession and control of the subject property despite the County's voiding of his "warranty deed".

3. Where disposition of the case in his/her absence may impair his/her ability to protect that interest OR leave the persons who are already parties subject to risk because of that interest – of multiple or inconsistent obligations. In fact, these conditions are present at this time, as it was in 2017 when joinder was requested in the intertwined appeals.

First and foremost, assuming the Court administers justice in lieu of the prima facie evidence aforementioned, the first objective is to ensure a speedy recovery of the subject Property. Without joinder further needless and damaging litigation will be required, whether incident to the related case of Hester v. Horowitz now under appeal as CAAP 16-0000163 or additionally by way of a separate action under HRCP 60 "Relief from Judgment or Order" subsection Rule 60(b)(5) (where another judgment has been based on the judgment being reversed).[11]

Moreover, time is of the essence to not only mitigate Appellant's damages and distress, but bring the entity or persons having control over the Property under the jurisdiction of this

[11] The related quiet title/ejectment action, now on appeal as CAAP 16-0000163, is premised on the circuit court's erroneous decision in the 0196 case to vacate Defendants-Appellants' $200,000 damages award.

Court to the full extent of the law to minimize the likelihood of Sulla seeking to continue his serial conveyances of the Property in an attempt to make its return to the Appellant less and less likely. In other words, given that GOB is effectively dissolved and no longer exists, and no longer has title to the Property, without imposing judgment upon GOB's current successor-in-interest, HHLLC and or Sulla individually, the just remedy – return of the Property to Horowitz – remains in peril.

Secondly, and consistent with Rule 19(a), in some respects it is in Sulla's best interest to voluntarily allow joinder so that he can up-front, fairly, squarely, and expressly answer the allegations and represent his interests in this litigation; rather than standing on an unraveling deception. Sulla's now transparent smokescreen is lifting. The pretext of being present only as the attorney to GOB, Hester, or HHLLC no longer fuels the presumption of innocence. Sulla individually has his claimed interest to protect now. Sulla has his corporate interest in HHLLC to defend. Given HHLLC's privity as the current successor in interest to substitute assignee mortgagee GOB Overseer Hester, Sulla and his HHLLC, though currently non-parties, may nevertheless be subject to a judgment in Horowitz's favor. As the Court in *Tahoe-Sierra Pres. Council v. Tahoe Reg'l Planning*, 322 F.3d 1064,1081–82 (9th Cir. 2003)(citations and quotations omitted) explained:

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

Likewise, the Court in *Roberson v. City of Rialto*, 226 Cal. App. 4th 1499, 1511–12, 9 173 Cal. Rptr. 3d 66, 77 (2014) explained a party in privity is barred from relitigating a claim on its merits, and therefore,

> In the final analysis, the determination of privity depends upon the fairness of binding [a party to the present proceeding] with the result obtained in earlier proceedings in which it did not participate.... Whether someone is in privity with the actual parties requires close examination of the circumstances of each case. This requirement of identity of parties or privity is a requirement of due process of law. Due process requires that the nonparty have had an *identity or community of*

> *interest* with, and adequate representation by, the ... party in the first action. (at 1415) 'A party is adequately represented for purposes of the privity rule if his or her *interests are so similar* to a party's interest that the latter was the former's virtual representative in the earlier action.... We measure the adequacy of representation by inference, examining whether the ... party in the suit which is asserted to have a preclusive effect had the *same interest* as the party to be precluded, and whether that ... party had a *strong motive* to assert that interest. (citations and quotations omitted)

And as pointed out in *E.E.O.C. v. Peabody W. Coal Co*., 400 F.3d 774, 780 (9th Cir. 2005) "Rule 19(a) is "concerned with consummate rather than partial or hollow relief as to those already parties, and with precluding multiple lawsuits on the same cause of action." *Northrop Corp. v. McDonnell Douglas Corp.*, 705 F.2d 1030, 1043 (9th Cir.1983) it is therefore not necessary to state a cause of action against the person sought to be joined. *E.E.O.C. v. Peabody W. Coal Co.*, (Op. cit.). (The "plaintiff's inability to state a direct cause of action against an absentee does not prevent the absentee's joinder under Rule 19. . . . [A] person may be joined as a party [under Rule 19(b)] for the sole purpose of making it possible to accord complete relief between those who are already parties. . . ." (citation and quotation omitted).

B. Joinder here is consistent with the overarching purpose of the HRCP, Rule 1.

Joinder at this point is feasible, important, and consistent with the overriding scope of the HRCP: "They shall be construed and administered to secure the just, speedy, and inexpensive determination of every action."

C. Joinder may be raised on appeal and the appropriate standard of review is DeNovo:

"In *Haiku Plantations Ass'n v. Lono,* the Court made clear the issue of joinder and indispensable parties may be raised at any stage in the litigation 56 Haw. 96, 103, 529 P.2d 1, 5 (1974) (citation omitted)."; see also *Marvin v. Pflueger*, 127 Hawai'i 490 280 P.3d 88. (2012). Given that the trial court did not consider this issue of joinder, appellate review of this matter *de novo* is appropriate and not the standard of abuse of discretion, as there is no trial court decision to review on this point.

D. Rule 19(b) "Determination Whenever Joinder Not Feasible" is not at issue here. HRCP Rule 19(b), requiring the assessment of whether a person or entity's presence is deemed "indispensable", is only triggered when the Court determines that it is not feasible to join that person under Rule 19(a), so that it becomes necessary to determine if that party's presence is indispensible but not feasible, such that it is inequitable to proceed and the case must be

dismissed. In this case, joinder is feasible and appropriate to ensure complete relief that might not otherwise be readily carried out without delay most effectively.

E. Hester's standing is seriously undermined. Sulla's invalid non-judicial foreclosure by said *void* GOB—Hester's direct predecessor-in-interest. (ROA Part 1, Doc. 37 p. 880, ¶¶4-5) — annuls Hester's standing as an invalid transferee. "Clearly, Hester's standing in this case is questionable." (ROA Part 1, Doc. 9 p. 164-165.) Hester's standing is also mooted by the voiding of Hester's conveyance document—the forged warranty deed Sulla filed, in effect making Hester the agent for transferring stolen Property for money laundering through HHLLC and Sulla's widely known dimethyltryptamine ("DMT" –"designer LSD"—"God molecule") enterprise. (ROA Part 1, Doc. 9 p. 151.)

F. Sulla is an Indispensable Party

"In *Haiku Plantations Ass'n v. Lono,* this court noted that the '[a]bsence of indispensable parties can be raised at any time even by a reviewing court on its own motion.' 56 Haw. 96, 103, 529 P.2d 1, 5 (1974) (citation omitted)." Quoted in *Marvin v. Pflueger*, 127 Hawai'i 490 (2012) 280 P.3d 88. "In cases where the appellate court raises the issue itself for the first time on appeal, it follows that the appellate court must perform a *de novo* Rule 19 analysis, there being no analysis from the trial court to review."

"As the Intermediate Court of Appeals described the analysis under Rule 19(b), the four factors considered below are in no way exclusive. Moreover, the rule does not state the weight each factor should be given. Rather, a court should consider all of the factors and employ a functional balancing approach. Because of the flexibility of the 'equity and good conscience' test and the general nature of the factors listed in HRPP [sic] Rule 19(b), whether a particular non-party described in Rule 19(a) will be regarded as indispensable depends to a considerable degree on the circumstances of each case. *Int'l Sav. & Loan Ass'n v. Carbonel,* (Op. cit.) (App.2000) (quoting *GGS Co. v. Masuda,* 82 Hawai'i 96, 105, 919 P.2d 1008, 1017 (App.1996))." The following four factors are amenable to the Court's consideration in this instant case including:

a. ***Factor One: Prejudice to the Parties***

It is certain that the Appellant has been prejudiced by Sulla's fraudulent concealments, failure to join himself, and the courts that have repeatedly turned willfully blind eyes to

Chrisman's expert analysis of Sulla's "altered" Articles of Incorporation for GOB—the dissolved and illegitimate "Foreclosing Mortgagee." (**Exhibit A**) The instant lower court has similarly neglected this reasonable inquiry, and even worse, neglected the County's corrective actions condemning Sulla's set of false filings upon which his ownership claims and expungement pleadings are based. The lower court's alleged willful blindness to Sulla's conflicting interests, rules violations, law-breaking, etc., coupled with this Court's previous denial of Sulla's joinder having multiplied litigations including this case, compounded by the prima facie evidence of "2nd Degree Forgery" confirmed by police, raises a Rule 19(b) question by reason of the courts having recorded a pattern of granting Sulla what amounts to, and appears to be, "qualified immunity" against prosecution prejudicing Horowitz et. al.

This is especially troubling since Sulla is a self-professed widely-known "religious" drug manufacturer that federal estimates claim generates millions of dollars in tax-free profits requiring laundering; mainly done through "religious" real estate transactions as evidenced in this case.

Consequently, a Rule 19(b) consideration is reasonable under these circumstances; and Hester would not be prejudiced by Sulla's joinder since his interests are already void or moot.

A failure to join Sulla as an indispensable party in this case under Rule 19(b) or 19(a) would not only damage the Appellant and prejudice the Court, it would also damage the reputability of the judiciary under the instant circumstances wherein several government officials and law enforcers have vetted several Sulla misdeeds. Continuing non-joinder would give a clear and convincing impression of impropriety administered to protect or indemnify Sulla at the expense of his victims and law enforcement.

Failure to join Sulla would virtually preclude the Court's jurisdiction over Hester by reason of Sulla being the "front-man," "gate-keeper," or Hester's and Lee's "virtual representative." Maintaining this dynamic comes with the risk of obstructing justice, and bringing the whole of Hawaii's judiciary into disrepute.

Consequently, this factor weighs heavy in favor of joining and disciplining Sulla.

b. Factor Two: Lessening or Avoiding Prejudice

Joining Sulla would relieve the aforementioned prejudice and put the parties on the road to justice. The Appellant has been grossly prejudiced and damaged by Sulla's collateral attacks against the Final Judgments in the res case, Civ. No. 05-1-0196. The Appellant was grossly prejudiced and

lost his residence and life-savings as a elder doctor, and lost possession of his spa property and estate, but for Sulla's concealed and neglected wrongdoings in the quiet title case (Civ. No. 14-1-0304) Therein, the defrauded court denied Horowitz's standing to plead in defense of his rights and foreclosure denied ruling in the "0196" case.. This instant case has further prejudiced Horowitz most obviously and unconscionably, making a mockery of appellate and collateral proceedings purposely neglected and dismissed as "frivolous" by Judge Nakamoto. By joining Sulla, and ordering a trial on the merits in a fair and unbiased court, this Honorable Court will lessen or avoid further prejudice to the Appellant without prejudicing strawman Plaintiff Hester.

c. Factor Three: Adequacy of Judgment

Without joining Sulla, a judgment in favor of any person already a party would be inadequate for two reasons:

(i) The Appellant cannot collect damages, fees, costs, or even his Property by a judgment in his favor without joining Sulla and HHLLC because Hester is judgment-proof with no capacity to compensate anyone for Sulla's malpractices; and

(ii) the Appellant's Property title and Property possession is in Sulla's possession exclusively, not GOB's or Hester's.

Alternatively, sustaining the Final Judgment in favor of "Hester" in this case would be unconscionably inequitable in lieu of Judge Ibarra having acknowledged the Appellant's timely payments and substantial equity interests in the Property. (ROA Doc. 9, p. 331, Footnote 1.) In effect, failure to join Sulla would permit Sulla's conversion of Horowitz's entire estate—more than $1 million in equity turned into Sulla's unjust enrichment for no money down.

This factor too weighs heavy in favor of joining Sulla.

d. Factor Four: Adequate Remedy if Dismissal Permitted

There is no adequate remedy available if Sulla is not joined as a party. A dismissal of this case, without joining it to CAAP 16-0000162 and 163, and without joining Sulla, would be unjust, inefficient, and improper for the aforementioned reasons. Dismissal of this case would cede, in effect, the stolen Property to Sulla exclusively, since Hester is now out of the picture after transferring title to Sulla's HHLLC. For this reason, this Court is duty-bound to administer judicial relief here and in the intertwined appeals to avert multiplying processes and judicial errors.

This factor too strongly favors joining Sulla.

F. The heart of this controversy imposes the Court's duty to join Sulla and HHLLC as parties; and join this appeal with the intertwined 162 and 163 Appeals.

The ROA Docment 2, p. 68 makes clear the heart of this controversy. Sulla's "Counter Affidavit" in Response to Affidavit of Leonard Horowitz and Notice of Commercial Lien on Property of Paul J. Sulla, Jr. and Paul J. Sulla, III" filed in related case Civ. No. 12-1-0407 on April 21, 2014. This statement by Sulla records his complete justification for conducting GOB's NJF and subsequent ejectment actions defying the res foreclosure case Final Judgment(s) and this Court's appellate proceedings. The core matter involves the $200,000 vacated jury award in the res case (and CAAP 16-0000162). Sulla claims the money is owed, and Horowitz denies this and asks for deficiency judgment, fees and costs. ROA Doc. 2, p. 68, paragraphs 5 thru 8. Sulla swears therein exclusively since Hester has never filed even one affidavit in any of the intertwined cases. Sulla alleges under oath:

> Mr. Horowitz falsely under oath states that he made a final accelerated balloon payment to pay off the Lee mortgage and that he "paid in full and in good faith." However, any final settlement allegedly made by Horowitz on the Lee mortgage was short by at least $200,000 of the unpaid principal balance of the Note and Mortgage.
>
> To pay off the balance of the Note Mr. Horowitz admittedly had to rely upon a $200.00.00 jury award against Lee. However, Mr. Horowitz asked the Ibarra court for permission to do [so] and the Court denied Mr. Horowitz's request. . . .
>
> Mr. Horowitz is fully aware that this $200,000.00 jury award to Horowitz was later vacated by Judge Ibarra in his Second Amended Final Judgment filed on December 11, 2005 . . . By vacating the jury award, Judge Ibarra left the $200,000.00 still due and owing under the Note in addition to other disputed amounts.
>
> This entire controversy appears to stem from Mr. Horowitz's incorrect belief, . . . that he made 'payment in full' on the Lee mortgage but this contention is provably false.

Sulla's sworn statements are false for the following reasons:

(1) Horowitz's final accelerated balloon payment was ordered by the Ibarra Court on April 2, 2008 (ROA Doc. 2, p. 77, past paragraph) and paid in full by February 27, 2009 as Ibarra's Fifth Amended Final Judgment (ROA Doc. 9, p. 331) records thusly in footnote 1:

> **"The equities involved with the timely payment, property improvements, balloon payment, and misleading statements by plaintiff, make foreclosure unjust."**

Sulla, to the contrary, foreclosed again, a second time, non-judicially defying that final judgment, res judicata doctrine, and defying the appellate process along with myriad laws and rules as the aforementioned facts and exhibits show. Sulla did all of this, allegedly, to obtain

Lee's presumed $200,000 deficiency or Hester's purported inheritance. Anyone reasonably schooled in law would know that Sulla could have, and should have, filed for a deficiency judgment in the res ("0196") court; and Sulla is too cunning and clever to not know this too.

Sulla knew he was precluded from doing so because Judge Ibarra had ordered: "Foreclosure having been denied the request for a joint and several deficiency judgment was not necessary nor the appointment of a commissioner." (ROA Doc. 9, p. 331, Footnote 1.)

Sulla conceals from every court and law enforcer that he and Lee evaded notices and demands to release the Mortgage between March 1, 2009 and December 11, 2009 when Judge Ibarra erroneously and damagingly filed the Second Amended Final Judgment in which the $200,000 jury award was first recorded vacated. That means Sulla evaded the legally-required Mortgage release upon termination of the Mortgage and Note for nine (9) months. ROA Doc. 9, p. 149 ¶ 2. He then acted to create a *new contract* demanding Horowitz pay in full the void Note. Meanwhile, that security was not even held by Lee any longer. Not even by Hester. Because Sulla had assigned it to GOB as Lee's successor. Not by operation of law, but by forgery, date alterations, and page displacements, all clearly visible in GOB's incorporation papers. ROA Doc 9, pp. 152-153.

Then Sulla attempted to collect the false debt by foreclosing illegally on the Property, and by mailing threats; then by a series of alleged malicious prosecutions, all defying the foreclosure denied ruling in the res case and/or appellate remedies.

According to the Supreme Court, "Two suits . . . for or in respect to the same claim, preclude[es] jurisdiction in [this court], if they are based on substantially the same operative facts, regardless of the relief sought in each suit." *United States v. Tohono O'Odham Nation*, 563 U.S. 307, 131 S.Ct 1723, 1731 (2011). The purpose of §1500 is to "save the Government from burdens of redundant litigation," Id. at 1729-30. "MINICHINO v. PIILANI HOMEOWNERS ASSOCIATION, Dist. Court, D. Hawaii 2016 "a non-judicial foreclosure does not constitute debt collection under the FDCPA. *See, e.g., Caraang v. PNC Mortg.,* 795 F. Supp. 2d 1098, 1107 (D. Haw. 2011) Unfortunately, Sulla doesn't abide by these authorities, nor the laws and rules he cleverly breaks.

(2) Sulla's sworn statement that Judge Ibarra denied permission to pay off the Note and make the final balloon payment by Order of October 15, 2008 (ROA Doc. 2, p. 240) misrepresents the facts with scienter. Sulla knew that Ibarra only temporarily 'DENIED WITHOUT PREJUDICE" Horowitz's balloon payment request, and ORDERED Horowitz to "submit an accounting of total payments made to date no later than November 13, 2008." Horowitz did that, causing Ibarra to

footnote in the Fifth Amended Final Judgment that the balloon payment had been made, establishing the equity to deny foreclosure. (ROA Doc. 9, p. 331, Footnote 1.)

(3) So refuting and correcting by editing Sulla's central deception, "This entire controversy appears to stem from Mr. Horowitz's ~~in~~**correct** belief, . . . that he made 'payment in full' on the Lee mortgage but this contention is provably ~~false~~ [**correct**]."

"The penalty of forfeiture is designed as a mere security, and if the vendor obtains his money or his damages, he will have received the full benefit of his bargain." *Jenkins v. Wise*, 574 P. 2d 1337 – Haw: Supreme Court 1978, referencing *Bohnenberg v. Zimmermann, supra. Cf. Garrett v. Macfarlane,* 6 Haw. 435 (1883). Lee received the full benefit of his bargain, according to the Final Judgments in the 0196 case. Sulla appeared months later, generated false debt using fake documents, and when Horowitz refused Sulla's demands for more money, Sulla acted to convert the Property illegally. "Accordingly, where [Horowitz's alleged] breach has not been due to gross negligence, or to deliberate or bad-faith conduct on his part, and the vendor [Sulla representing Lee, GOB, Hester and HHLLC] can reasonably and adequately be compensated for his injury, courts in equity will generally grant relief against forfeiture and decree specific performance of the agreement" as Judge Ibarra did in the 0196 case. Sulla's "clients" have never been validly "injured." Sulla needs to come clean, return the stolen Property, and compensate Horowitz for the damage Sulla inflicted.

This Court is asked to intervene and remedy this damaging ongoing injustice featuring Sulla's abuse of the courts for racketeering in white collar crimes. (ROA Doc. 9. P.169, ¶ 6) The best place to start is by granting this motion to join Sulla and HHLLC as parties accountable for their actions.

DATED: Honolulu, HI, 96815 October 9, 2018

/s/ Leonard G. Horowitz

_____

Defendant-Counterclaimant-Appellant, pro se

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IN THE INTERMEDIATE COURT OF APPEALS OF THE STATE OF HAWAI'I

ICA No. CAAP-18-0000584

	) Civ. No. 3CC-17-1-407
JASON HESTER, an individual Complainant-Appelleee	) THIRD CIRCUIT COURT) Appeal of Final Judgment for Expungement
vs.	) DECLARATION OF
LEONARD G. HOROWITZ, an individual Defendant-Counterclaimant-Appellant	) LEONARD G. HOROWITZ;) CERTIFICATE OF SERVICE

DECLARATION OF LEONARD G. HOROWITZ

I, LEONARD G. HOROWITZ, the Defendant-Counterclaimant-Appellant in this case, 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 of Nevada.
2) I am not licensed to practice law but represent myself pro se in this case.
3) I verify that the facts set forth in the accompanying "*Appellants' Motion For Joinder Of Paul Sulla And HALAI Heights LLC"* are true and correct to the best of my knowledge and belief.

4) I also verify that **Exhibits A through I** are true and correct copies of the originals or copies that I have in my files as follows:
5) **Exhibit A** is a true and correct copy of expert forensic document examiner Beth Chrisman's Declaration and analysis pursuant to Mr. Sulla's forged and alter Articles of Incorporation used to establish the purported "Foreclosing Mortgagee."

6) **Exhibit B** is a true and correct copy of the County of Hawaii Tax Office Notice to Paul J. Sulla, Jr. of February 13, 2018, showing [I]t appears Jason Hester did not have clear title to the legal description utilized in" Sulla's warranty deed transfer of colored title from Hester to Sulla's HHLLC."

7) **Exhibit C** is a true and correct copy of the Mortgage for $50,000 from Sulla to Hester, dated June 14, 2011, Doc. No. 2011-093773, illegally secured by the Property in which the land description for Lot 043 is correct here, but later switched by Sulla in 2016, misappropriated from the County of Hawaii's grant to Horowitz's RBOD.

8) **Exhibit D** is a true and correct copy of Sulla's Mortgage for $150,000 to Halai Heights, LLC, dated April 26, 2017, Doc. No. A-63250845, illegally secured by the Property in which the land description for Lot 043 is replaced by misappropriated land described in the County of Hawaii's Warranty Deed granted Horowitz's Royal Bloodline of David, as noticed by the CoH, in **Exhibit B**.

9) **Exhibit E** is a true and correct copy of Paul J. Sulla, Jr.'s Registration of Halai Heights, LLC with DCCA on February 1, 2016.

10) **Exhibit F** is a true and correct copy of the warranty deed from Hester to Halai Heights, LLC, Sept. 9, 2016, Doc. No. A-60960740, in which land description for Lot 043 is replaced by misappropriated land described in the County of Hawaii's Warranty Deed to Horowitz's Royal Bloodline of David.

11) **Exhibit G** is a true and correct copy of the Warranty Deed from County of Hawaii to Horowitz's Royal Bloodline of David, January 14, 2005, Doc. No. 2005-009226, in which land description Sulla pilfered is shown—not for Lot 043 as Sulla replaced, but for the "Remnant A" central roadway access land description the County of Hawaii granted exclusively to Horowitz's Royal Bloodline of David.

12) **Exhibit H** is a true and correct copy of Judge Virginia Crandall's Minute Order of July 12, 2018, in which she orders Paul Sulla to "prepare the order, circulate for signatures . . . include the File-Marked Date," which is erroneously missing from the Record on Appeal.

13) **Exhibit I** is a true and correct copy of the Motion to Extend Ruling Requiring Proper Service and Quash Service of Process Not in Compliance with Court Orders, Rules, and Laws. This document is included here because it was omitted from the Record on Appeal by administrators in the Nakamoto court. Lower court administrators also neglected to include in the Record on Appeal my Answer and Affirmative defense filing. These material

omissions compound impressions of impropriety in this case reported in the Appellant's Jurisdictional Statement surrounding Sulla's obstructive influence in the court; further compelling Sulla's joinder as the "proper Plaintiff."

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: Honolulu, HI, 96815 October 9, 2018

/s/ Leonard G. Horowitz
_____
Defendant-Counterclaimant-Appellant, pro se