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 U.S. BANKRUPTCY COURT
 DISTRICT OF HAWAII
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**UNITED STATES BANKRUPTCY COURT
 DISTRICT OF HAWAII**
 1132 Bishop Street, Suite 250, Honolulu, Hawaii 96813

Debtor(s): Leonard George Horowitz

Case No.:
 Chapter: 13

Plaintiff(s): Leonard George Horowitz and Sherri Kane
 (Use "et al." for multiple parties)

Adversary Proceeding No.: 16-90015

Defendant(s): Paul J. Sulla, Jr.; Jason Hester;
 Stephen D. Whittaker, et.al.

Reply to Defendant's Opposition To Plaintiff's Motion for Preliminary Injunction and Extended Stay [FRBP Rule 7065]; FRCP Rule 65; and FRCP Rule 8(b)(6)]; Exhibits "1" thru "20,"; Certificate of Service

[Title of Document, e.g., MOTION, APPLICATION, DECLARATION, STATEMENT]

Reply to Defendant's Opposition To Plaintiff's Motion for Preliminary Injunction and Extended Stay [FRBP Rule 7065]; FRCP Rule 65; and FRCP Rule 8(b)(6)]; Exhibits "1" thru "20,"; Certificate of Service

Date: 4/20/16


 /s/ Leonard George Horowitz
 [Print name and sign]

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

In Re: Leonard G. Horowitz

Debtor.

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

Plaintiffs,

vs.

PAUL J. SULLA, JR. an individual; PAUL
J. SULLA JR., ATTORNEY AT LAW A
LAW CORPORATION, a corporation; THE
ECLECTIC CENTER OF UNIVERSAL
FLOWING LIGHT-PAULO
ROBERTOSILVA E SOUZA, a Hawaii
corporation sole; JASON HESTER, an
individual; THE OFFICE OF OVERSEER,
A CORPORATE SOLE AND ITS
SUCCESSOR, OVER AND FOR THE
POPULAR ASSEMBLY OF REVITALIZE,
A GOSPEL OF BELIEVERS; STEPHEN D.
WHITTAKER, an individual; STEWART
TITLE GUARANTY COMPANY; and
DOES 1 through 50, Inclusive
Defendants

) Bankruptcy Case No: 16-00239
) Adversarial Proc. No: 16-90015

) (Chapter 13)

) **REPLY TO DEFENDANTS' OPPOSITION
) TO PLAINTIFFS' MOTION FOR
) PRELIMINARY INJUNCTION AND
) EXTENDED STAY [FRBP Rule 7065;
) FRCP Rule 65; and FRCP Rule 8(b)(6)];
) EXHIBITS "1" THRU "21"; CERTIFICATE
) OF SERVICE.**

) JUDGE:
) HONORABLE ROBERT J. FARIS

) Hearing Date: 4-29-16
) Hearing Time: 2:00 p.m.
) Place: Rm. 1132 Bishop Street.
) Honolulu, HI

**REPLY TO DEFENDANTS' OPPOSITION TO PLAINTIFFS'
MOTION FOR PRELIMINARY INJUNCTION AND EXTENDED STAY**

COMES NOW Bankruptcy "Debtor" and Adversary Proceeding Plaintiffs LEONARD G.
HOROWITZ (hereafter, "HOROWITZ"), and SHERRI KANE (hereafter,

“KANE;”)(together “Plaintiffs”) filing this “Reply to Defendants’ Opposition to Plaintiffs’ Motion for Preliminary Injunction and Extended Stay” to obtain urgently needed injunctive relief from Defendant PAUL J. SULLA, JR. (hereafter, “SULLA”), who represents all defendants in bad faith and with unclean hands, concealing his own conflicting interests (other than title insurance provider STEWART TITLE CO, hereafter “Defendants”).

Federal Rules of Bankruptcy Procedure (FRBP) Rule 7065 permits injunctions on application of a debtor, trustee, or debtor in possession (which HOROWITZ is) without compliance with Federal Rules of Civil Procedure (FRCP) Rule 65(c); with FRCP Rule 65(a) affording “Preliminary Injunction” upon “(1) *Notice*” that has been given the Defendants; and “(2) *Consolidating the Hearing with the Trial on the Merits*” whereby the Court may elect to “advance the trial on the merits and consolidate it with the hearing” as requested here by Plaintiffs for efficiency, economy, and necessity to mitigate damages, compounding severe distress by chronic threats of wrongful ejection, and irreparable harm from SULLA’s actions detailed in Plaintiffs Motion that Defendants *have failed to answer or deny* in their five (5) page “Memorandum in Opposition to Motion” filed April 15, 2016.

FRCP Rule 8(b)(6) states in relevant part: “(6) *Effect of Failing to Deny*. An allegation—other than one relating to the amount of damages—is admitted if a responsive pleading is required and the allegation is not denied.” Defendant SULLA, likewise, did not address the substance of Plaintiffs’ claims in the Adversary Proceeding Complaint, in his April 8, 2016, filing of “Defendants . . . Motion to Dismiss Adversary Complaint . . .” This pattern of diverting and failing to deny facts and Plaintiffs’ claims extends SULLA’s pattern noted by the Honorable Judge Richard L. Puglisi upon disqualifying SULLA in State Civ. No. 14-1-0304 following removal to federal court in CIV. NO. 14 00413 JMS/RLP. Therein,

on January 5, 2015, in “Order Granting in Part and Denying in Part Defendants Leonard G. Horowitz and Sherri Kane’s Motion to Disqualify Co-Counsel Paul J. Sulla, Jr. and Phillip L. Carey from Representing Sham Plaintiff Jason Hester,” the Judge Puglisi wrote:

“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 counterclaims in his Opposition. . . . Defendant Horowitz and Defendant Kane’s counterclaims raise 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.”

In the conspiracy case of *United States v. Giese*, 597 F. 2d 1170 - Court of Appeals, 9th Circuit 1979, the well established rule concerning admissions by silence or acquiescence was discussed and applicable here. In *O’CAMPO v. Hardisty*, 262 F. 2d 621 - Court of Appeals, 9th Circuit 1958, a party was considered having admitted the facts, “by her failure to answer or otherwise deny.”

Accordingly, the instant Motion for Preliminary Injunction and Extended Stay, along with the Relief requested, should be granted by reason of Defendants failure to answer or deny material claims and facts.

I. Facts necessary to establish right and need for injunctive relief.

The Plaintiffs claim they are victims of SULLA’s conspiracy and scheme depriving them of due process and their Property. Plaintiffs plead that since 2009, SULLA committed a series of malicious prosecutions to bleed them financially, and severely distress them mentally, to convert the Plaintiffs’ “Inn” and “spa” Property on the Big Island of Hawaii to SULLA’s own. The material evidence shows SULLA established two sham judgment-proof parties, JASON HESTER and the “THE OFFICE OF OVERSEER, A CORPORATE SOLE

AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS” (hereafter, “GOB”), to remain an “arms length” from discovery and liability. **Exhibit 1** shows that SULLA altered GOB’s Articles of Incorporation and used one, possibly two, forged signatures of the Seller, Cecil Loran Lee (hereafter “Lee”) to form GOB as a sham trust and “Foreclosing Mortgagee.” Prima facie proof that SULLA administered a pair of fraudulent transfers of HOROWITZ’s Mortgage and Note into GOB on May 15, 2009, is provided in **Exhibits 2A and 2B**. **Exhibit 2C** is the companion of 2B, SULLA’s \$50,000.00 mortgage “loan” to HESTER secured by the Property for SULLA’s benefit and conversion by reason of some incidental breach of HESTER’s contract, for example, HESTER’s failure to pay taxes.

At that time, May 15, 2009, HOROWITZ was a judgment creditor, having been awarded \$200,000 in damages against Lee, (**Exhibit 3**) who with SULLA, evaded notices to release the fully paid and void Mortgage and Note (**Exhibits 4 and 5**). Lee was dying in Arizona at that time, May 2009, when SULLA committed these fraudulent transfers (**Exhibits 6 and 7**) in this scheme clearly and convincingly evidenced by document alterations, (**Exhibit 1**) forgeries and fraud upon multiple courts culminating in two *conflicting* final judgments in State actions (Civ. No. 05-1-0196, hereafter “0196” [**Exhibit 3**] and Civ. No. 14-1-0304, hereafter “0304” [**Exhibits 8A and 8B**]) both under appeal; and the Honorable Judge Faris’s Order of April 12, 2016, granting HESTER relief of the bankruptcy court’s automatic stay (**Exhibit 9**).

SULLA gained the bankruptcy Court’s relief of stay Order by pleading falsely and filing his Declaration in bad faith (**Exhibits 10 and 11**) to induce the Court to *presume* HESTER’s interest and standing, without questioning SULLA’s conflicting interests as an

indispensible party, precisely as SULLA did with unclean hands in all State actions. But for the aforementioned extrinsic fraud and fraudulent concealments, SULLA's actions to acquire the Property by executing the Plaintiffs' ejectment from the subject Property are *void*, yet still threatening by reason of the Writ of Ejectment obtained from the similarly defrauded State court in 0304.¹(**Exhibits 8A and 8B**)

Exhibit 5 proves HOROWITZ's standing and interest as an "Individual" co-signer on the Note, issued by exclusively Lee, not Hester or GOB. Thus, Lee (or his probate estate) is the exclusive Note holder, and SULLA's straw man HESTER lacks standing to claim any legal interest.² After Lee was denied judicial foreclosure against the Debtor, (**Exhibit 3**) and the trial jury awarded the Debtor \$200,000 in damages from Lee's fraud, between May 15-29, 2009, as Lee was dying in Arizona insolvent, SULLA entered in Hawaii to unjustly profit. SULLA instantly filed to appeal the jury award, and at the same time submitted to the State the *altered* Articles of Incorporation³ (**Exhibit 1**) that on their face clearly have been

¹ Debtor Horowitz filed "Notice of Appeal and Statement of Election" contesting the bankruptcy Court's April 12, 2016, Order relieving the automatic stay. See **Exhibit 1B**.

² **Exhibit 5** shows HESTER lacks standing to plead any interest as he was not a signer or party on the Note, and could not have obtained any legal right through SULLA's fraudulent transfers through GOB. (**Exhibits 6 and 7**) "It is the doctrine that a plaintiff must assert its own legal rights and may not assert the legal rights of others." *In re Veal*, 450 BR 897 - Bankr. Appellate Panel, 9th Circuit 2011. *In re Hayes*, 393 B.R. 259 (Bankr.D.Mass.2008), "where the movant seeking relief from stay failed to show that it ever had any interest in the note at issue. In *Hayes*, the court found that the movant lacked standing altogether to bring the motion because it failed to show that the note was ever transferred to it, and thus it had no rights of its own to assert." Quoted in *Kang Jin Hwang, referencing id.* at 266-68; *accord, In re Maisel*, 378 B.R. 19, 20-22 (Bankr.D.Mass.2007).

³ **Exhibit 1** provides clear evidence of SULLA having filed altered (and forged) Articles of Incorporation to defraud the debtor and the courts, as determined by forensic document and handwriting expert, Beth Chrisman, whose sworn Declaration and analysis is attached. Likewise countering SULLA's bad faith Declaration (**Exhibit 10**) is **Exhibits 11** citing the false statements in that Declaration, including the claim of HESTER's interest controverted by SULLA's own Probate Court testimony in 3LP9-1-000166 (**Exhibit 12**) in which he admitted Lee did not own any property anymore following Lee's foreclosure case 0196 lost to HOROWITZ et. al.; and **Exhibit 13**, containing a letter from County of Hawaii tax official Shelley Ishimoto controverting SULLA's

altered, including an exact same Lee signature purportedly signed on two different dates, all to fraudulently convey the Debtor's Mortgage and Note into the sham GOB trust in violation of, inter alia, HRS § 651C, fraudulent transfer prohibition.

SULLA also falsely claimed HESTER to be Lee's "nephew," heir, and GOB's "Overseer." SULLA later revised his false "nephew" claim arguing contrary to genealogical records and expert private investigator Christopher Baker's analysis and affidavit certifying no blood kinship between HESTER and Lee. (**Exhibit 21**) SULLA made these false claims and committed these fraudulent transfers to GOB to evade releasing the Debtor's fully paid Mortgage, and also evade the Debtor as a \$200,907.54 judgment creditor in 0196. (**Exhibit 3**)

SULLA confirmed that Lee had lost all of his Property interest to Horowitz during Lee's defeat in 0196 when SULLA testified in probate action 3LP09-1-000166 on Dec. 11, 2009, that "Lee doesn't own anymore [property] due to foreclosure [denied ruling] and "no judgment can be enforced and Mr. Lee is certainly out of it."(**Exhibit 5**)

While Lee was dying without leaving a will, and knowing the Mortgage was voided by Lee's fraud and HOROWITZ's timely payments in full, SULLA re-created and re-asserted Lee's interests and threatened non-judicial foreclosure (hereafter, "NJF") if HOROWITZ did not immediately pay to GOB the contested jury award! Most outrageously and unconscionably SULLA thereafter claimed HOROWITZ was in default of the entirely paid and void Mortgage and Note. SULLA then abused his sham GOB trust as a "Foreclosing Mortgagee" in his NJF on April 20, 2010, belying HESTER's claimed interest

misrepresentation in his Declaration that the Debtor's property is "subject to a tax lien and sale . . . if not paid by June 30, 2016." A total of ten lies (misrepresentations based on omissions, or frank fraud) are listed in **Exhibit 11**—SULLA's Declaration—for the Court's reconsideration.

and de facto title. **Exhibits 2A, 2B and 2C** evidences how SULLA conveyed the colored title initially from Lee to GOB, then GOB to GOB, then GOB to HESTER, while positioning SULLA to receive the Property for HESTER's failure to pay taxes or repay SULLA's "loan."

After defrauding the State court in 0304 to grant HESTER Quiet Title (**Exhibit 8A**) and a Writ of Ejectment (**Exhibit 8B**) against the Plaintiffs, on March 9, 2016, the Debtor was forced by financial damages of more than \$6 million over eleven (11) years to file for Chapter 13 bankruptcy protection.

Accordingly, the instant Motion for Preliminary Injunction and Extended Stay of the Writ of Ejectment is urgently needed for justice and the Debtor's reorganization plan that requires commercialization of the subject Property that SULLA has blocked in his efforts to convert the property. Injunctive Relief is also necessary for the Plaintiffs to begin commercializing the Property as intended and required for the Debtor's successful reorganization; to enjoin the deprivation of Plaintiffs' rights and illegally restricted use and enjoyment of the Property that serves as the Debtor's exclusive home residence; and enjoin the severe distress and irreparable harm that is compounding each month that the Plaintiffs are deprived of commercial use of the Property, yet are required to pay approximately \$5,000/month in Property maintenance, management, and security costs.

In their instant Motion, the Plaintiffs have pled the required elements pursuant to gaining injunctive relief, as detailed *In re Family Health Services, Inc.*, 105 BR 937 - Bankr. Court, CD California 1989; satisfying preliminary injunctions tests, including a strong likelihood of success on the merits.

II. Defendants failed to answer or otherwise deny the Movants' claims of extrinsic and intrinsic fraud, forgery, racketeering, conspiracy to deprive under color of law, fraudulent transfers, and SULLA's real property theft scheme.

The Motion raised two issues: (1) Co-counsel for HESTER violated the automatic stay; and (2) Defendants' actions show a "PATTERN OF WHITE COLLAR ORGANIZED CRIME MATERIAL TO ... CLAIM OF RACKETEERING."

SULLA's five page Opposition to Motion entirely neglects the second issue, including clear and convincing evidence of forgeries and extrinsic fraud that SULLA committed to effect his real estate conversion scheme. Accordingly, pursuant to FRCP Rule 8(b)(6), SULLA's failure to deny the Movants' allegations and exhibited evidence by responsive pleading is admission by silence or acquiescence, as in the conspiracy case of *United States v. Giese*, Op. cit. and *O'CAMPO v. Hardisty*, Op. cit. Most noteworthy, SULLA tacitly admitted committing a pattern of: (1) forgeries and false filings with the State to effect real estate conveyances, including the Plaintiffs' property title conversion to HESTER through GOB; (2) sham "religious" trust incorporations administered for tax evasion, fraud, and unjust reward; (3) fraudulent debt collection practices in violation of Haw. Rev. Stat. HRS § 480D-3(3)(6)(8) and (11); (4) securities fraud violating HRS § 485A-509(g)(h); (5) unfair competition and deceptive trade, violating HRS § 480-2 and 480-4(a); (6) racketeering involving "Limited Partner" W. Augustuz Elliot, multiple phantom parties (evidenced by their forged signatures in exhibits attached to the Motion), and a large enterprise involving the co-Defendants (charted in Motion "Exhibit 7") which now includes the Plaintiffs' converted subject Property. These co-Defendants also do not deny they are engaged in the manufacture of the Schedule I narcotic hallucinogen dimethyltryptamine ("DMT") operating in violation of the restrictions established by the Supreme Court of the United States in *Gonzales v. O Centro Espirita Beneficente Uniao Do Vegetal et al.*, 546

U.S. 418 (2006) for “Church of Santo Daime’ officials” such as SULLA claims to be; engaged in money laundering through sham trusts and corporate shells, and real estate conversion(s) through similarly fake entities.

By tacitly admitting that HESTER was used by SULLA to illegally convert (and color) “the title to the Plaintiff’s Property by a series of fraudulent transfers to the sham ‘religious’ trust formed by forgery, involving shell-trustee complicit-party and ‘Overseer’ of the GOSPEL ‘church’” (HESTER), SULLA’s silence corroborates the Plaintiffs’ pleadings and material evidence refuting HESTER’s presumed standing to plead that he is a creditor in this core proceeding, or any Property entitlement whatsoever.

III. Defendants’ claim that they “had no notice of Debtor’s bankruptcy filing at the time in question” is specious and does not comport with the facts.

SULLA’s entire Opposition pleading defends against the Plaintiffs’ claim that SULLA et. al., violated 11 U.S.C. § 362. SULLA pleads for all Defendants in this regard stating: (1) “there has been no willful violation” of 11 U.S.C. § 362 as the Movants alleged; (2) there was “no notice of bankruptcy filing at the times in question;” (3) that mail from Honolulu to the Big Island takes more than 1 day to deliver; (4) “Debtor’s Motion does not seek any damages, it merely seeks an extension of stay;” (5) Since the stay has been lifted the request to extend the stay is moot; (6) “Even if there was a stay violation, Debtor has no damages. . . Debtor has failed to show injury;” (7) “Monday, March 14, 2016, was the earliest possible business day where Defendants could have had any notice” of the bankruptcy.

SULLA’s aforementioned defenses are false, as proven by the following facts and exhibits demonstrating a preponderance of evidence of three violations of the automatic stay

between 3-11-16 and 3-24-16: (1) Exhibits 14-19 show: (i) the Bankruptcy Court Clerk mailed notices to creditors at 9:02PM HST on 3-9-16 (**Exhibit 14**); (ii) two days later SULLA filed to obtain nearly \$10,000 from the Debtor on Friday night, at 5:25PM, on 3-11-16 (**Exhibit 15**); (iii) USPS confirmed delivery of Notice of Bankruptcy to Sulla on 3-12-16 at 10:27 a.m. (**Exhibit 16**); (iv) Samantha Sparrow discovered the SULLA-served Writ of Ejectment taped to Debtor's front gate on 3-12-16 at 7:24 p.m. that was not there during the daytime hours or previous day (**Exhibit 17**); (v) Attorney Wille noticed the State court objecting to SULLA's and WHITTAKER's Saturday night "service" of Writ of Ejectment on 3-13-16, confirming the Writ was served on Saturday evening as **Exhibit 17** certifies (**Exhibit 18**); (vi) Attorney Wille was later compelled by SULLA, not WHITTAKER to request Sheriff Kauwe stand down in executing "HESTER's" Writ of Ejectment administered by SULLA who, Wille informed Kauwe by e-mail of 3-24-16 (**Exhibit 19**), was disqualified from representing HESTER in 0304.

Accordingly, SULLA is shown by the preponderance of evidence to have willfully and knowingly acted in violation of the automatic stay; and in his Opposition feigns arguments. Arguendo, even if the Notice took two (2) days to reach SULLA, SULLA breached the stay more than once. The evidence shows SULLA worked over the weekend— Friday night 3-11-16, through Saturday night 3-12-16, to collect money from Debtor and eject Debtor from his Property while the stay was in effect. And even if SULLA had not opened his mail containing the Notice delivered on Saturday morning, SULLA's solicitations to cause Sherriff Kauwe the following week to eject the Plaintiffs evidences SULLA willful violation of the stay and pattern of violating the stay during the week of March 21, 2016. SULLA's actions, thereby, necessitated Debtor's attorney Wille's repeated "Emergency" defenses.

SULLA's claim that the Plaintiffs were not damaged does not comport with: (1) the

reasonable bill the Plaintiffs' received from their defense counsel of \$3,900 for 13 hours of work (@ \$300/hr.), to respond to SULLA's breaches, and WHITTAKER's complicity, by filing an Emergency Stay, for which Wille requested and is owed compensation; and (2) the severe distress that any reasonable person would suffer from being threatened with forced ejection and the urgent need to defend their residence and valuables against loss and theft.

Further evidencing SULLA's outrageous bad faith in pleading, SULLA stated as his authority to deny the Plaintiff's Motion (on page 5, first sentence, section III): "Debtor bears the burden of proving, by a preponderance of the evidence, that there was a willful stay violation and that he suffered damage as a result of the stay violations." *In re Dawson*, 390 F. 3d 1139 - Court of Appeals, 9th Circuit 2004. However, SULLA misrepresented *Dawson* that, in fact, supports Plaintiffs claims for damages including compensation for severe emotional distress. The Dawson court stated in the context relevant to SULLA's pleading:

"We conclude, then, that the "actual damages" that may be recovered by an individual who is injured by a willful violation of the automatic stay,^[4] 11 U.S.C. § 362(h), include damages for emotional distress. In so holding, we join an emerging consensus recognizing the availability of damages for emotional distress that results specifically from a willful violation of the automatic stay. *See McCullough, Emotional Distress Damages: Should They Be Permitted Under the Bankruptcy Code for a Willful Violation of the Stay?*, 1 DePaul Bus. & Com. L.J. 339 (Spring 2003) (collecting cases and citing *Aiello*, 239 F.3d 876, and *Fleet Mortgage Group, Inc. v. Kaneb*, 196 F.3d 265 (1st Cir.1999)); Thurmond & Bleming, *Do Section 362(h) "Actual Damages" Include Emotional Distress Damages?*, Norton Bankruptcy Law Adviser No. 9 (Sept.2004) (collecting cases and concluding that a majority of courts "include emotional distress damages in actual damages awarded under § 362(h) only when the debtor meets certain proof requirements," including proof of significant damages and proximate cause).

In this instant case, the Plaintiffs have met their proof requirements, including proof of financial damages and severe emotional distress with SULLA as the proximate cause.

SULLA further supports the Plaintiffs claims under § 362(h) by misrepresenting *In re Bloom*, 875 F. 2d 224 - Court of Appeals, 9th Circuit 1989. As in *Bloom*, and quoting

the 9th Circuit, SULLA “contends that the evidence does not indicate that he willfully violated section 362.’ This circuit has not defined ‘willful’ as it is used in subsection (h). A useful definition, which we now adopt, was provided by the bankruptcy court for the district of the District of Columbia:

A "willful violation" does not require a specific intent to violate the automatic stay. Rather, the statute provides for damages upon a finding that the defendant knew of the automatic stay and that the defendant's actions which violated the stay were intentional. Whether the party believes in good faith that it had a right to the property is not relevant to whether the act was "willful" or whether compensation must be awarded.

INSLAW, Inc. v. United States (In re INSLAW, Inc.), 83 B.R. 89, 165 (Bankr.D.D.C. 1988).

[SULLA]’s actions clearly satisfy this definition of willful.

Accordingly, Plaintiffs pray for the relief requested.

IV. Relief sought to enjoin and discipline Defendant SULLA for wanton, reckless, oppressive and illegal conduct irreparably harming Plaintiffs, including violation of § 362(h).

In addition to enjoining the Defendants from committing more damage, severe distress, and irreparable harm to the Plaintiffs by further threatening their ejection from Debtor’s home, statutory and punitive damages are requested and may be awarded pursuant to Haw. Rev. Stat. HRS §§ 480-2 and 480-4(a); 480D-3(3)(6)(8) and (11); and 485A-509(g)(h) and (i); and 11 U.S.C. § 362(h), by reason that claimed creditor, HESTER, SULLA, and his co-council acting as HESTER’s debt collectors, having violated, inter alia, HRS § 667-2 and 667-5; and acted in conspiracy with the GOB trust, and GOB trustee HESTER, to preclude the Plaintiffs’ commercialization of the Debtor’s estate as it was represented, sold and purchased to serve; and wantonly, maliciously, willfully and

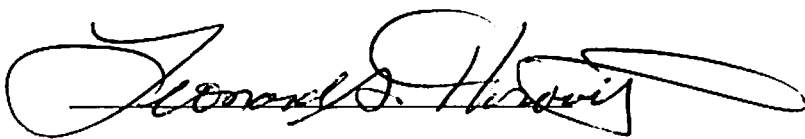
oppressively, acted in "reckless disregard of the requirements of the law", to create "false debt," and debt collection practices, in violation of the aforementioned laws, damaging the Plaintiffs.

The Plaintiffs request, in addition to rendering just relief and compensation to the damaged Movants, that the Honorable Court, upon reviewing the Declaration of Beth Chrisman, and viewing the material evidence of the altered Articles of Incorporation containing forgery (**Exhibit 1**) certified by SULLA, and SULLA's false filings with the State to manufacture "false debt" (**Exhibits 6 and 7**), in the interest of Hawaii citizens susceptible to SULLA's "condition of mind" to commit these acts, be enjoined and reported to federal law enforcers and the State Supreme Court's disciplinary board for long overdue discipline.

I declare (certify, verify, and state) under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Respectfully submitted,

DATED: April 20, 2016

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

LEONARD G. HOROWITZ, pro se