



# YOUR RIGHTS AS A VICTIM



Sheriff Carmine Marceno

**14750 Six Mile Cypress Parkway  
Fort Myers, FL 33912**

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## Your Case Information

ECU (Economic Crimes Unit)

Offense / Type of complaint

20-436197

Complaint number

9-10-20

Date of incident

Berg 04034

Deputy's name

ID number

Contact number for follow up



# LEE COUNTY SHERIFF'S OFFICE

Deputy Report for Incident 20-436197

Nature: FRAUD

Address:

Location: G5

Assigned To: GUZMAN J

Detail: ECU

Date Assigned: 09/11/20

Status: UNT

Status Date: 09/16/20

Due Date: 09/21/20

Complainant: 949539

Type: INDIV

Last: HOROWITZ

First: LEONARD

Mid: G

DOB: 06/20/52

Dr Lic: H632527522200

Address:

Race: W

Sex: M

Phone: (310)877-3002

City:

09/16/20

**Narrative**

On September 10, 2020, Deputy Barbara Berg was dispatched to the Pine Island District Sub Station to meet with Leonard G. Horowitz in reference to Land Title Fraud that occurred in 2005.

Mr. Horowitz stated he purchased property in 2004 in Hilo Hawaii from an individual by the name of Loran Lee. Mr. Horowitz stated in 2005 an individual by the name of Paul Sulla fraudulent foreclosed on Mr. Horowitz in title fraud. *2/21/21*

Mr. Horowitz stated he won that case but now has evidence that another individual by the name of Stephen Whittaker worked as a co-conspirator with Sulla. Mr. Horowitz stated he was told by the Police Department in Hilo Hawaii, that he needed to file a report here which would be forwarded to Hilo Hawaii.

Mr. Horowitz supplied a 10 page Notarized Affidavit signed September 8, 2020, to be forwarded to Hilo Hawaii Police Department 349 Kapiolani St. Hilo Hawaii, 96720.

Paperwork submitted to records to be forwarded to Hawaii

**AFFIDAVIT OF CRIMINAL CLAIMS AGAINST  
STEPHEN D. WHITTAKER ALLEGING COMPLICITY IN BRIBERY, CONSPIRACY, AND  
THEFT OF REAL PROPERTY, DAMAGING THE VICTIM AFFIANT,  
LEONARD G. HOROWITZ**

1. THE AFFIDANT, LEONARD G. HOROWITZ (hereafter, “Affiant”), is an individual U.S. citizen dispossessed of his and his ministry’s subject property in Hawaii (hereafter, the “Property”) by the actions of STEPHEN D. WHITTAKER. The Property is composed of three adjacent lots located at 13-3775 Pahoā-Kalapana Road, Pahoā, Hawaii; identified in tax records as TMK (3) 1-3-001:043; 049; and 095 (“Remnant A”)

2. The Affiant hereby swears under pains and penalties of perjury at law that the following facts are certified by public records and are true and correct to the best of Affiant’s knowledge and belief. Copies of this evidence in public records are hereby attached, and are true, correct, and complete copies of the exhibits in Affiant’s possession. The Affiant verifies that if and when called upon to provide testimony at trial in these regards, that Affiant will do so competently.

**I. FACTUAL BACKGROUND**

3. The Affiant purchased the Property in 2004 for his ministry, The Royal Bloodline of David (hereafter, “Royal”) from Seller Cecil Loran Lee, not knowing that Lee was a convicted felon who had used the Property to ‘bait’ previous buyers as well as the affiant into buying the Property burdened by undisclosed liens and/or encumbrances.

4. Without disclosing to the Affiant that the Property was encumbered by multiple parties and litigations, the sale of the encumbered Property to the Affiant satisfied the elements of a “fraudulent transfer” of the Property, and resulted in more than fifteen years of civil litigations continuing in the Third Circuit Court of Hawaii at the time of this filing.

5. In 2005, Lee brought a judicial foreclosure case against the Affiant and lost in 2008.<sup>1</sup> (**Exhibit 1**) Lee claimed the Affiant neglected to keep insurance on

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<sup>1</sup> The Affiant prevailed due mainly to timely payments made on the Mortgage,



the Property and made unauthorized improvements to the Property not permitted under the Mortgage.

6. Lee and all lawyers involved evaded/avoided the fact that the Mortgage was superseded by “a writing” titled the “Agreement for Closing Escrow,” (hereafter “AFCE”); and that AFCE indemnified the Affiant against foreclosure for those two claims—failing to maintain insurance and making unpermitted improvements.

7. The AFCE is a separate unsecured contract executed by Lee and the Affiant on January 14, 2004, in accordance with paragraph 19 of the Mortgage. The AFCE pledged (inter alia) that Lee would give up any claimed rights to the Remnant A parcel—a .89 acre (+/-) access road that divides the 043 lot from the 049 lot, and precludes access to the heart of the Property while ‘landlocking’ the 043 lot that is mostly a sink hole, but includes a large part of the most valuable portion of the Property featuring Hawaii’s only lava-heated steam saunas and adjacent geothermal bathing pools.

8. In 2008 and early 2009, when it was clear that Lee had declared bankruptcy and was bankrupt, having lost all his lawsuits against his defrauded buyers including the Affiant, Lee was dying of cancer, unemployed, and could no longer pay for his lawyers. (**Exhibit 2**)

9. In early 2009, however, attorney Paul J. Sulla, Jr. appeared to defend Lee’s interests despite Lee having no money to pay Sulla.

10. Between March and June, 2009, Lee and Sulla evaded several of the Affiant’s notices to Release the Mortgage following the Affiant’s payment in full on the Mortgage and Note by February 27, 2009. The Mortgage Contract required the Mortgage to be released at that time.

11. Instead of administering the Release of Mortgage, Sulla acted to defraud the Affiant and the courts.

12. In May 2009, while Lee was dying in Arizona, Mr. Sulla administered in

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much equity established in the Property, and Lee’s misrepresentation to the Seller and to the court in that judicial foreclosure case, Civ. No. 05-1-0196.

Hawaii a set of altered and forged documents, and false filings with the “0196” court, to extend the foreclosure case by assigning Lee’s void interests in the Mortgage and Note (**Exhibits 3 and 4**) to a sham “church” purportedly directed by JASON HESTER.

13. Mr. Hester is known to be a homeless drifter and convicted felon, having no money at all to pay anyone to litigate his interests.

14. Hester’s destitution and impoverishment is proven by:

(a) Lee’s 2008 bankruptcy, loss of the Property, and subsequent probate court dismissal depriving Hester as Lee’s (falsely presumed) heir of any inheritance, as corroborated by attorney Whittaker’s declaration statement below in paragraph c.

(b) the Mortgage “loan” Sulla caused Hester to file on June 14, 2011, with the State of Hawaii Bureau of Conveyances (“HSBC”) Doc. No. 2011-093773 indebteding Hester to Sulla for \$50,000.00, presumably reflecting Hester’s legal fees absorbed by Sulla;

(c) Sulla’s co-counsel Stephen D. Whittaker’s declaration in the 0304 court on April 9, 2015, stating:

“[Hester] has been forced to rent or, at times, camp, while he awaits resolution of this case so that he can live on the Subject Property. The fact that the **Subject Property is Plaintiff’s only real asset and that Plaintiff is low income**, and he is forced to wait years and incur significant fees and costs, is relevant because every day that resolution of this matter is delayed is a day that Plaintiff suffers real and severe hardship.” (See: Pages 6-7, Civ. No. 14-1-0304, Plaintiff Jason Hester’s Memorandum in Opposition to Defendants’ the Royal Bloodline of David and Medical Veritas International ‘Motion to Vacate Default Entered Sept. 23, 2014, Against Defendants The Royal Bloodline of David and Medical Veritas International, Inc.’ Filed on March 12, 2015.” Declaration by Counsel, Stephen D. Whittaker. Hoohiki Record Docket No. 063, filed April 9, 2015.” [Emphasis added.]

(c) the \$150,000 Mortgage “loan” Sulla granted to Hester’s successor-in-interest, Sulla’s Halai Heights, LLC (“HHLLC”) filed as Doc. No. A-63250845 with the HSBC on April 26, 2017 after Hester allegedly sold the Property to HHLLC on September 9, 2016 for \$450,000.00.

Sulla has claimed that Hester is a “member” of HHLLC although not identified as such in Sulla’s incorporation papers.

Furthermore, the “Warranty Deed” Hester purportedly filed conveying

the Property to HHLLC was determined forged by a Hilo Grand Jury. The land description of the 043 lot was found to be switched with the Remnant A description. The alteration vicariously expunged Hester's recorded interests in the 043 lot, leaving exclusively Sulla as the secured successor-in-interest of the entire Property.

15. By the aforementioned altered, forged, and false filings with the State and court, Mr. Sulla substituted himself and HHLLC as Lee's purported successors-in-interest.

16. Sulla used Hester as a shill or 'strawman,' and by incorporating a sham "church" under Hester presumed direction, and substituting the two for Lee, continued the foreclosure lawsuit, and demanded more money from the Affiant. Sulla and Whittaker ultimately used this scheme to steal the Property.

17. Sulla administered the Article of Incorporation to form THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS (hereafter "Revitalize"); placing Hester as Revitalize's "Overseer." Mr. Sulla falsely claimed Hester to be Lee's "nephew" and legitimate "heir" when Hester was neither. **(Exhibit 5)**

18. Mr. Sulla did this even though Sulla knew that Lee no longer held any interest in the Property—a fact Mr. Sulla told the Probate Court judge on December 11, 2009, to cause Lee's probate court case to be dismissed. **(Exhibit 6)**

19. The reason that "Lee doesn't own anymore; due to foreclosure, no judgment can be enforced and Mr. Lee is certainly out of it" reads the Probate Court minutes from December 11, 2009.

20. Six months earlier, on May 15, 2009, Sulla began the fraud and theft scheme by administering the set of fake public records purportedly assigning Lee's remaining (actually void) interests to the fake Revitalize and sham "nephew" "Overseer" Hester. **(Exhibits 4- 6)**

21. The aforementioned facts prove that Hester never received any interest in

the Mortgage, no money as Lee's heir, nor any legal interest in the Property that Sulla would claim entitled Revitalize and Hester to foreclose on the Mortgage a second time.

22. Sulla's fake filings included: (1) the May 15, 2009, Assignment of Mortgage from Lee to the church falsely warranting that the full amount of the Mortgage was still due and owing (**Exhibit 4**); (2) the May 15, 2009, Assignment of Note from Lee to the church, likewise creating 'false debt' of \$350,000 (**Exhibit 5**); and (3) the illegal Articles of Incorporation for the church that contained at least one forged signature of Lee, altered page numbers and altered dates. (**Exhibit 6**) Moreover, these fake incorporation papers were not even filed by Sulla until ten days too late, on May 26 and 28, 2009, precluding the Articles' legality and voiding the illegal Assignments.

23. Sulla himself, on August 14, 2014, raised the question of whether or not he had acted illegally. In a court filing to prosecute alleged defamation in Civ. No. 12-1-0417, Sulla wrote to forestall trial, "[W]as the nonjudicial foreclosure of Defendant Leonard Horowitz's residence legal and proper or did Attorney Sulla commit some type of impropriety as the attorney at foreclosure?"<sup>2</sup>

24. None of these filings or cases enriched Hester, only potentially Sulla's enterprise for which attorney Whittaker agented.

25. When the Affiant refused to submit to this illegal chicanery, alleged "malicious prosecutions", and alleged criminal contempt of courts, the Affiant was threatened by Mr. Sulla's repeated demands to make more payments or otherwise face continued litigations and ejectment actions.

26. Despite the 0196 foreclosure case being denied and going under appeal; and despite Sulla writing to the Affiant in early 2010 that any settlement would be conditioned upon the outcome of that appeal, Sulla, nonetheless, circumvented the appellate due process to continue his theft scheme by administering a "non-judicial foreclosure" on April 20, 2010.

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<sup>2</sup> This filing contributed to the court's dismissal of Sulla's defamation complaint against the Affiant.

27. Attorney Sulla, and subsequently Sulla's commissioned co-counsel, Stephen D. Whittaker, knowingly failed to perform duties of answering Sulla's own question as to the illegality of "Hester's" paperwork and prosecutions against the Affiant.

28. Attorney Sulla, and subsequently co-counsel Whittaker too, knowingly, disregarded their shared duty to honor the process of the appellate proceedings that enjoined any further court actions adjudicating questions of law and fact pursuant to the foreclosure(s) and disposition of the Property.

29. Sulla's non-judicial foreclosure ("NJF") auction was videotaped by the Affiant's friends and later published online. It shows Sulla directing Hester, the only bidder, to bid a "credit bid" of \$225,000 for the million-dollar Property.

30. Subsequently, instead of awaiting the determinations of the appellate court, on August 26, 2014 Sulla served the Affiant with notice of quiet title action, Civ. No. 14-1-0304 (hereafter, "0304" case), in an effort to quiet title for presumably Hester, but actually Sulla and his enterprise.

31. On September 12, 2014, the Affiant served notice of removing the 0304 case to federal court in CV 14-00413 JMS/RLP wherein Sulla was disqualified as a necessary witness at trial by Magistrate Judge Richard Puglisi.

32. In Disqualifying Mr. Sulla as Mr. Hester's lawyer, Judge Puglisi wrote on January 5, 2015 in "Order Granting in Part and Denying in Part Defendants . . . Motion to Disqualify Co-counsel Paul J. Sulla, Jr. . . . from Representing Sham Plaintiff Jason Hester" (pg. 12):

"Plaintiff [Hester/Sulla] argues that disqualification of Mr. Sulla would create substantial hardship for Plaintiff because Plaintiff would be unable to afford new counsel and would be unable to represent himself adequately if he proceeded pro se. ECF No. 36 at 6-7. Although the Court is sympathetic to the fact that Plaintiff may have difficulty securing new counsel, the Court finds that the potential prejudice to Plaintiff does not outweigh the prejudice to Defendants. This case is in its early stages, giving Plaintiff ample time to find substitute counsel or choose to proceed pro se."

33. Eleven days later, on January 16, 2015, Stephen D. Whittaker, appeared to

prosecute the case on behalf of Sulla and presumably the financially destitute Hester; thereafter concealing Sulla's financial commission and conflicting interests in the Property.

34. Upon remand to the 0304 State court, Mr. Sulla and his co-counsel, Stephen D. Whittaker, subsequently caused the Affiant, his family, and his ministry, to be ejected from and dispossessed of the Property in 2016 by maliciously prosecuting the Affiant in the 0304 case.

35. On July 22, 2019 in CAAP 18-0000584 (CAAP 16-0000163), the appellate court overturned the 0304 court's quiet title and ejectment grant to Hester, and remanded the case to the Circuit Court to determine if Sulla's NJF was "conducted in a manner that was fair, reasonably diligent, in good faith, and that an adequate price was obtained for the Property," citing *Kondauer capital v. Matsuyoshi*, 136 Hawaii 227, 361 P3d 454 (2015).

36. On-or-about September 1, 2020 the Affiant filed a Counter-Motion to oppose attorney Whittaker's July 20, 2020 filing of Sulla/Hester's "Renewed Motion for Summary Judgment" in which Whittaker conceals Sulla's set of forgeries, all of the aforementioned criminal actions taken by Sulla, along with Sulla's personal conflicting interests in stealing the Property by and through Halai Heights, LLC, for which Sulla was indicted by the Hilo Grand Jury on-or-about December 5, 2019, and faces trial scheduled for December, 2020. **(Exhibit 7)**

## II. CRIMINAL INDICTMENT ALLEGED BY AFFIANT AGAINST STEPHEN D. WHITTAKER

### COUNT I. BRIBERY

Between January 5-16, 2015, in the County and State of Hawaii, STEPHEN D. WHITTAKER, as a public servant (and officer of the court), accepted or agreed to accept, directly or indirectly, a pecuniary benefit from PAUL J. SULLA, JR. with the intent that WHITTAKER'S exercise of discretion and Third Circuit Court action, would thereby be influenced to conceal Mr. SULLA's real party interests and litigation financing in order to aid-and-abet Mr. SULLA's scheme to convert by forgery and theft the real properties owned by Leonard G. Horowitz, Sherri Kane, and The Royal Bloodline of David, designated TMKs (3) 1-3-001:043; 049 and 095

("Remnant A"), thereby committing the offense of Bribery, in violation of Section 710-1040(b), Hawaii Revised Statutes, as amended.

It is further alleged that the statute of limitations has not run in accordance with Section 701-108(3)(a), Hawai'i Revised Statutes, as amended, as the above offense involves fraud and/or deception as defined in Section 708-800, and this action is being commenced within three years after discovery of the offense by an aggrieved party on or about December 5, 2019, and who is oneself not a party to the offense, but in no case is this action, under this provision, extending the period of limitation by more than six years from the expiration of the period of limitation prescribed in Section 701-108(2), Hawai'i Revised Statutes, as amended.

#### COUNT II. CRIMINAL CONSPIRACY

Between January 5, 2015 and July 20, 2020, in the County and State of Hawaii, STEPHEN D. WHITTAKER, with intent to promote or facilitate the commission of the crime of real property theft in the first degree, agreed with PAUL J. SULLA, JR. that they, or WHITTAKER ALONE, would prosecute Civ. No. 14-1-0304 to cause, or solicit Third Circuit Court judges to cause, the result of theft in the first degree by forgery in the second degree. WHITTAKER and SULLA with whom he conspired in this lawsuit, committed overt acts of filing false and forged documents in pursuance of this conspiracy; thereby committing the offense of Criminal Conspiracy in violation of Section 705-520(1)and(2), Hawai'i Revised Statutes, as amended.

#### COUNT III. THEFT IN THE FIRST DEGREE

On or about the 6<sup>th</sup> day of September, 2016, to and including July 20, 2020, in the County and State of Hawaii, STEPHEN D. WHITTAKER, PAUL J. SULLA, JR., JASON HESTER, and HALAI HEIGHTS, LLC, an unincorporated association, as part of one scheme and/or a continuing course of conduct, intentionally obtained or exerted control over the property of another, a parcel of real estate known as "Remnant A" or TMK 3-1-3-001-095, in addition to TMKs 3-1-3-001-043 and 049, belonging to LEONARD G. HOROWITZ and/or THE ROYAL BLOODLINE OF DAVID, by deception, with intent to deprive LEONARD G. HOROWITZ and/or THE ROYAL BLOODLINE OF DAVID of these properties; and STEPHEN D. WHITTAKER, PAUL J. SULLA, JR., JASON HESTER, and HALAI HEIGHTS, LLC intended, believed, knew and/or was aware the value of the property taken exceeded \$20,000.00; and/or



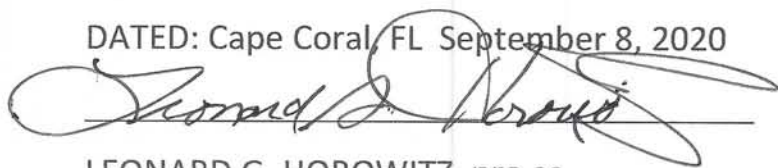
STEPHEN D. WHITTAKER, PAUL J. SULLA, JR., JASON HESTER and HALAI HEIGHTS, LLC, an unincorporated association, intentionally received, retained and/or disposed of the properties of another, real properties known as "Remnant A" and later known as TMK 3-1-3-095-0000, and TMKs 3-1-3-001-043 and 049, belonging to LEONARD G. HOROWITZ and/or THE ROYAL BLOODLINE OF DAVID, knowing that the real property had been stolen by and thru false and forged filings with the State of Hawaii and the Third Circuit Court, with intent to deprive LEONARD G. HOROWITZ and/or THE ROYAL BLOODLINE OF DAVID, of the property; thereby committing the offense of Theft in the First Degree in violation of Section 708-830(2) and/or 708-830(7), and 708-830.5(1)(a), Hawai'i Revised Statutes, as amended.

COUNT IV. CRIMINAL CONTEMPT OF COURT

On July 20, 2020, in the County and State of Hawaii, in Civ. No. 14-1-0304, STEPHEN D. WHITTAKER, as an attorney, knowingly failed to perform his duty, or violated his duty as an officer of the court and/or public servant, by filing "Plaintiff's Renewed Motion for Summary Judgment," knowingly disobeyed the lawful directive of the Supreme Court of Hawaii' promulgated by the HAWAI'I RULES OF PROFESSIONAL CONDUCT, Rule 8.4 proscribing misconduct, knowingly assisted PAUL J. SULLA, JR. in conducting the malicious prosecution of LEONARD G. HOROWITZ, knowing PAUL J. SULLA, JR. had been indicted by the State of Hawaii on December 5, 2019, for the crimes of second degree forgery and theft in the first degree of TMK 3-1-3-095-0000 ("Remnant A"), converting likewise to false ownership by PAUL J. SULLA, JR. and/or HALAI HEIGHTS, LLC, TMKs 3-1-3-001-043 and 049; and knowingly aided-and-abetted the criminal acts of PAUL J. SULLA, JR. to consummate the object of their conspiracy to defraud the court to deprive the defendants of their properties; conduct involving dishonesty, fraud, deceit or misrepresentation(s); thereby committing the offense of "Criminal contempt of court" in violation of HRS §710-1077(c), Hawai'i Revised Statutes, as amended.

Further Affiant sayeth not.

DATED: Cape Coral, FL September 8, 2020

A handwritten signature in black ink, appearing to read "Leonard G. Horowitz", written over a horizontal line.

LEONARD G. HOROWITZ, pro se

(Notary signature on next page.)

(Notary signature on next page.)

**NOTARY PAGE**

On this 8th day of September, 2020, before me, the undersigned notary public, personally appeared LEONARD G. HOROWITZ, who proved to me on the basis of satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document(s) is/are truthful and accurate to the best of his knowledge and belief.

Subscribed and sworn to before me this 8th day of September, 2020

\_\_\_\_\_(SEAL)

Notary Public in and for Florida Lee County, Florida

My commission expires: 05/08/2021

Traci J. Quade  
Notary Signature

**AFFIX SEAL HERE**

Traci J. Quade  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG267254  
Expires 5/8/2021

Total number of pages: 9

## APPENDIX A: DEFINITION OF “PUBLIC SERVANT” AND STANDARDS OF REVIEW

Pursuant to every Hawaii lawyer being duty bound as a “public servant,” the Hawaii Supreme Court in 1976, in *Sapienza v. Hayashi*, 554 P. 2d 1131, considered Canon 9, of the Code of Professional Responsibility, and Rule 16 of the Rules of the Supreme Court of Hawaii. The court noted that “Canon 9 was not intended to serve as a sweeping basis for the disqualification of attorneys who are otherwise free of potential conflicts of interest. Cf. [\*Pirillo v. Takiff\*](#), [\*supra\*](#); [\*In re Gopman\*](#), [\*supra\*](#); [\*Fox v. Shapiro\*](#), [\*supra\*](#). Neither was it designed to provide a convenient refuge for the timid practitioner or to serve as an excuse for the public servant to avoid the performance of an unpleasant duty.”

In the case at bar, Mr. Whittaker had the public duty as a public servant and “officer of the court” to reject Mr. Sulla’s commission, presumably on behalf of Mr. Hester, in accordance with the Hawai’i Rules of Professional Conduct, Rule 1.2(d) and (e), once Mr. Whittaker performed his required ‘inquiry reasonable’ into the facts aforementioned, especially following the Grand Jury indictment of Mr. Sulla on December 5, 2019.

Instead of declining the commission, or withdrawing when facts came to light that would impeach Mr. Sulla and his scheme to steal the Property by filing forgeries with the State and courts, Mr. Whittaker knowingly continued to conceal Mr. Sulla’s scheme and proper party interests. Thus, Mr. Whittaker’s actions and mental intention provided proof beyond reasonable doubt of violating Hawaii’s bribery statute.

According to **HRS 710-1040 Bribery law**, “(1) A person commits the offense of bribery if:

(b) While a public servant, the person . . . accepts, or agrees to accept, directly or indirectly, any pecuniary benefit with the intent that the person’s . . . exercise of discretion, or other action as a public servant will thereby be influenced. . . .

(3) For purposes of this section, “public servant” includes . . . persons who occupy the position of public servant as defined in section [710-1000], . . . “

HRS 710-1000 defines ‘public servant’ consistent with the Hawaii Supreme Court’s lawyer designation in *Sapienza v. Hayashi*. 710-1000 states:

"Public servant" means any officer or employee of any branch of government, whether elected, appointed, or otherwise employed, and any person participating as advisor, consultant, or otherwise, in performing a governmental function, but the term does not include jurors or witnesses."

It is noteworthy that ‘attorneys’ are not exempted from this designation of “public servant;” and therefore must be presumed to be included.

Mr. Whittaker, as attorney for Jason Hester and public servant in the administration of justice within the jurisdiction of the judicial branch of government, was commissioned and financed by Mr. Sulla, and acted to conceal Sulla’s real party interests, forgeries, false filings with the State and courts, and Property theft scheme. Mr. Whittaker, thereby, acted to abuse the judicial branch of government to corrupt governmental function as a licensed lawyer. The continued malicious prosecution of Leonard G. Horowitz et. al., to convert and secure the subject properties evidences this abuse and criminality.

Mr. Whittaker must be presumed by the facts aforementioned to have been commissioned and financed by Mr. Sulla, and not the financially destitute “sham plaintiff” Jason Hester. Mr. Whittaker concealed Mr. Sulla’s real, proper, and indispensable party interests, Sulla’s commission and conflicting financial interests in the Property theft scheme. Mr. Whittaker thereby acted to ‘safe-harbor’ and indemnify Mr. Sulla, his disqualified co-counsel in this case, against discovery and liability. To this end, Mr. Whittaker is personally and professionally accountable. "A lawyer shall not permit a person who recommends, employs, or pays him to render legal services for another to direct or regulate his professional judgment in rendering such legal services." [Polk County v. Dotson, 454 U.S. 312 \(1981\)](#).

In *Young v. County of Hawaii*, 947 F. Supp. 2d 1087 - Dist. Court, D. Hawaii 2013, the court noted that, “any person ... performing a governmental function." Must be considered a “public servant” in accordance with H.R.S. § 710-1000. In that

case, the County of Hawai'i signed a contract "for HIHS to perform the governmental function of enforcing animal control laws. See HIHS Defs.' Reply Errata Ex. A at 2084, ECF No. 140." In the instant case, the Supreme Court of Hawai'i, through its State Bar Association, signed a contract licensing Mr. Whittaker to exclusively engage in "good behavior" while conducting his trade.

In that case of *Young v. County of Hawaii*, the Supreme Court noted that "Hawai'i law does not bar such an arrangement; in fact, the statutory scheme demonstrates that the state legislature intended to allow organizations like" the Bar Association "to perform government functions to enforce [malpractiing lawyer] control laws." The Supreme Court further noted that "agents of a society formed or incorporated for the prevention" of crime and wrongdoing "may arrest violators of [such] laws".<sup>3</sup>

Accordingly, Mr. Whittaker was duty bound to decline Mr. Sulla's (and presumably Mr. Hester's) commission in accordance with the Hawaii Rules of Professional Conduct, Rule 1.2(d) that states: "A lawyer shall not counsel a client

<sup>3</sup> In *Petition of Bar Association of Hawaii*, 516 P. 2d 1267 - Haw: Supreme Court 1973, the government states:

"In this original proceeding the Bar Association of the State of Hawaii presents a petition requesting this court to approve the incorporation of attorneys as authorized by the legislature under "Professional Corporation Law", Act 226, Session Laws of Hawaii 1969 (HRS §§ 416-141 through 416-154). Petitioner's brief includes a proposed rule which is opposed in part by an amicus curiae brief including counterproposals submitted by the attorney general of this State. Our jurisdiction to entertain this matter springs both from this court's implied powers under Article V, Section 1, of the Hawaii Constitution and the statutory scheme of HRS §§ 416-141 through 416-154, which makes the issuance of a certificate of registration by this court a condition precedent to the formation of a professional corporation to engage in the practice of law.

(j) *Compliance with Law and Rules of Court.* A law corporation's affairs shall be conducted in compliance with law and with the rules of this court. It shall be subject to the applicable rules and regulations adopted by, and all the disciplinary powers of, this court. Nothing in this Rule shall affect or impair the disciplinary powers of this court over any law corporation or over any person licensed to practice in this State by this court."



to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent, . . .”

In *Santos v. COUNTY OF LOS ANGELES DEPT. OF CHILDREN*, 299 F. Supp. 2d 1070 - Dist. Court, CD California 2004, the court made known that: “A qualified immunity analysis must begin with the “threshold question: Taken in the light most favorable to the party asserting the injury, do the facts alleged show the [public servant's] conduct violated a constitutional right.” [1080\\*1080 Saucier v. Katz, 533 U.S. 194, 201, 121 S.Ct. 2151, 2156, 150 L.Ed.2d 272 \(2001\)](#); [Devereaux v. Abbey, 263 F.3d 1070, 1074 \(9th Cir.2001\) \(en banc\)](#). “[I]f a violation could be made out on a favorable view of the parties' submissions, the next, sequential step is to ask whether the right was clearly established.” [Saucier, 533 U.S. at 201, 121 S.Ct. at 2156](#); [Devereaux, 263 F.3d at 1074](#). “The relevant, dispositive inquiry in determining whether a right is clearly established is whether it would be clear to a reasonable [government official] that his conduct was unlawful in the situation he confronted.” [Saucier, 533 U.S. at 202, 121 S.Ct. at 2156](#); [Meredith v. Erath, 342 F.3d 1057, 1060-61 \(9th Cir.2003\)](#).

In the case at bar, it is unreasonable to conclude that Mr. Whittaker’s conduct was lawful “in the situation he confronted” advocating for and/or advancing Mr. Sulla’s fraud, crimes, and theft scheme.

It is also unreasonable to presume, or even claim, that Mr. Whittaker appeared and litigated for Jason Hester, and concealed proper party Paul J. Sulla, Jr., for free, or no contingency compensation. In *Kahala Royal Corp. v. Goodsill Anderson Quinn & Stifel*, 151 P. 3d 732 - Haw: Supreme Court 2007, the court made known that “an attorney who acts within the scope of the attorney-client relationship will not be liable to third persons for actions arising out of his professional relationship unless the attorney exceeds the scope of his employment or acts for personal gain.” [Maness v. Star-Kist Foods, Inc., 7 F.3d 704, 709 \(8th Cir.1993\)](#) (citations omitted).

The *Maness* court further stated that the conditional privilege “is lost only when the agent [*i.e.*, the attorney,] acts with bad faith, personal ill-will, malice, or a deliberate intent to harm the [third party].” *Id.* . . . see [Fraidin, 611 A.2d at 1080](#) (stating that, “while an attorney is acting within the scope of his employment, he may not commit fraud or collusion, or a malicious or tortious act, even if doing so is for the benefit of the client. Such actions are beyond the qualified privilege[.]”)

(Citation omitted.); [Macke Laundry Serv. Ltd. P'ship v. Jetz Serv. Co., 931 S.W.2d 166, 182 \(Mo.Ct.App.1996\)](#) (recognizing 'a privilege for attorneys, when acting within the scope of the attorney-client relationship, to advise and to act for a client even though that advice, if wrong, may cause a client to tortiously interfere with another's business relationship or expectancy, so long as the attorney does not employ wrongful means and acts with good faith to protect the interests of the client and not for the attorney's self-interest')."

In the case at bar, Mr. Whittaker acted with self-interest to aid-and-abet Mr. Sulla's theft scheme and, therefore, must be prosecuted to the furthest extent of the law.

STEPHEN D. WHITTAKER's contact information for service is:

73-1459 Kaloko Drive

Kailua Kona, HI 96740

808-960-4536

[stephen@whittakerlawkona.com](mailto:stephen@whittakerlawkona.com)



## EVIDENTIARY EXHIBITS

1 THRU 7

FILED

cc:  
John Carroll, Esq.  
Dan O'Phelan, Esq.  
Mr. Philip Maise

2008 APR -2 PM 12: 03

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT  
STATE OF HAWAII  
JITTAOKA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

CECIL LORAN LEE	)	CIVIL NO. 05-1-196
	)	(Foreclosure)
Plaintiff and	)	
Counterclaim-	)	FINDINGS OF FACT,
Defendant,	)	CONCLUSIONS OF LAW, AND
	)	ORDER DENYING DECREE OF
vs.	)	FORECLOSURE AGAINST ALL
	)	DEFENDANTS
LEONARD GEORGE HOROWITZ,	)	
JACQUELINE LINDENBACH HOROWITZ	)	<u>Trial Dates:</u>
AND THE ROYAL BLOODLINE OF DAVID,	)	
JOHN DOES 1-10, JANE DOES 1-10, DOE	)	February 12-14, 2008
PARTNERSHIPS 1-10, DOE	)	February 20-21, 2008
CORPORATIONS 1-10, DOE ENTITIES,	)	
DOE GOVERNMENTAL UNITS,	)	
	)	JUDGE RONALD IBARRA
Defendants and	)	
Counterclaimants.	)	

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING DECREE OF  
FORECLOSURE AGAINST ALL DEFENDANTS

This matter in equity having come before the Honorable Ronald Ibarra for bench trial<sup>1</sup> commencing the week of February 12, 2008 pursuant to Plaintiff's Complaint for Foreclosure filed on June 15, 2005 and Defendants' Counterclaims filed July 6, 2006. Dan O'Phelan, Esq. appeared for Plaintiff, John Carroll, Esq. appeared for Defendants, and Philip B. Maise appeared as Intervenor. Present were Plaintiff Cecil Loran Lee, Defendants Leonard George Horowitz and Jacqueline Lindenbach

**EXHIBIT 1**

<sup>1</sup> The issue was submitted to an advisory jury with the other causes of action.

I hereby certify that this is a full, true and correct  
copy of the original on file in this office:  
  
Clerk, Third Circuit Court, State of Hawaii

Horowitz, individually and as representatives of the Royal Bloodline of David, and Intervenor Philip Maise. No other parties appeared. Having reviewed the evidence at trial, including the Exhibits, the credibility of all witnesses, the arguments of counsel, and records and file of the case,

### FINDINGS OF FACT

If any of these findings are deemed conclusions of law they shall be construed as such:

1. For value received, Defendant LEONARD GEORGE HOROWITZ as Overseer of ROYAL BLOODLINE OF DAVID, maker, made executed and delivered to CECIL LORAN LEE, two (2) certain Promissory Notes dated January 15, 2004. One Note was for the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (received into evidence as Plaintiff's Exhibit P-4 at trial), and a second promissory note was for the principal sum of Twenty-Five Thousand Dollars (\$25,000.00)(received into evidence as Plaintiff's Exhibit P-5 at trial).
2. Both Notes were secured by that certain Mortgage (received into evidence as Plaintiff's Exhibit P-3 at trial) dated January 15, 2004, executed by Defendant HOROWITZ individually and as Overseer of ROYAL BLOODLINE OF DAVID, as mortgagor, in favor of CECIL LORAN LEE as mortgagee, and on January 23, 2004, filed in the Office of Registrar of Conveyances, Bureau of Conveyances, State of Hawaii, as Document Number 2004-014441 and noted on Warranty Deed document number 2004-014440. The property, more fully described in Exhibit "A" attached to the mortgage is located at 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, TMK Numbers: (3) 1-3-001:048 and (3) 1-3-001:043.

3. By Assignment of Mortgage dated January 15, 2004 and recorded in the Bureau of Conveyances, State of Hawaii, as Document Number 2004-014441, and noted on Warranty Deed document number 2004-014440 and recorded in the Office of the Registrar on Conveyances, Bureau of Conveyances, State of Hawaii, Plaintiff has become the owner of the Mortgage. Plaintiff is also the owner of the Notes in the amounts of \$350,000.00 and \$25,000.00 upon closing of the sale herein authorized. Defendants have made the monthly payments in the amount of \$2,333.33 per month pursuant to the Notes and Mortgage. Defendants have paid a total of \$165,666.43 in interest and \$25,000.00 good faith release of payment, for a total payment of \$190,666.43. The balloon payment is due January 15, 2009.
4. Two versions of the Escrow Instructions were drafted. One version required the subject property to be insured, the other version did not require the subject property to be insured. The jury found the version not requiring the subject property to be insured to be fraudulent. As a result, the version requiring the subject property to be insured was found by the jury to be the true version of the Escrow Instructions.
5. At the time of purchase Plaintiff represented to Defendants that the property could be used as a bed and breakfast. This later turned out to be untrue.
6. Defendants engage in commercial use of the property for their ministerial purposes and as a consequence, their insurance on the property was terminated. Defendants were advised by Bank of Hawaii Insurance on March 31, 2004 that the dwelling fire policy would be cancelled on April 23, 2004

(received into evidence as Plaintiff's Exhibit P-7). A Notice of Policy Termination or Cancellation was sent to Defendants from Island Insurance Companies on March 19, 2004 (received into evidence as Plaintiff's Exhibit P-9). Defendants failed to obtain insurance or maintain insurance on the property since the date of April 23, 2004 and during trial provided no proof that the property was insured.

7. Defendants cannot obtain insurance on the property because it is located in a lava zone.
8. Defendants constructed a pool and other structures on the property and modified the existing structures. Defendants failed to obtain Plaintiff's written consent for the new construction and modification of the existing structure in violation of the terms and conditions of the mortgage.
9. Defendants' modifications improved the subject property by painting, landscaping, and updates to the structure.

#### CONCLUSIONS OF LAW

If any of these conclusions of law are deemed findings of fact they shall be construed as such:

1. This Court has jurisdiction over the parties and the subject matter of this case, including the mortgaged property, and venue is proper in this circuit.
2. Plaintiff's Mortgage and Notes, dated January 15, 2004, executed by Defendants Horowitz and Royal Bloodline of David, as mortgagor and filed in the office of the Registrar of Conveyances, Bureau of Conveyances, State of Hawaii as document number(s) 2004-014440 and 2004-014441 is a valid first lien upon the property located at 13-3775 Kalapana Highway, Pahoa, Hawaii 96778 is a

superior interest prior to the interest of all other parties in the mortgaged property and subordinate only to a lien for unpaid taxes.

3. Foreclosure is an equitable proceeding; therefore the principals of equity apply. Beneficial Hawaii, Inc. v. Kida, 96 Haw. 289, 312 30 P.3d 895, 918 (Haw. 2001).
4. Equity jurisprudence is not bound by strict rules of law, and a court of equity can mold its decree to do justice. Id.
5. Equity abhors forfeiture. Converse v. James, 89 Haw. 461, 473, 974 P.2d 1051, 1063 (Haw. App. 1997). Another maxim of equity is that "he who comes into equity must come with clean hands." 7's Enterprises Inc. v. Del Rosario, 111 Haw. 484, 489, 143 P.3d 23, 28 (Haw. 2006).
6. Although Defendants violated the terms and conditions of the mortgage by failing to maintain property insurance, and making improvements/modifications to the property without prior consent of Plaintiff; there is enough equity on behalf of Defendants to find foreclosure in this instant unjust.
7. Considering the equities involved with the timely payment, property improvements, balloon payment near due, and misleading statements by Plaintiff, foreclosure in this instant case would be unjust.

IT IS HEREBY ORDERED, Plaintiff's Decree of Foreclosure Against All Defendants is DENIED.

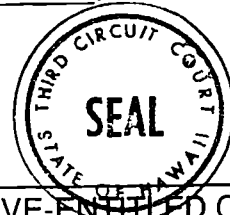
IT IS FURTHER ORDERED that the appropriate equitable remedy in this matter is that Defendants Leonard George Horowitz and Jacqueline Lindenbach Horowitz, individually and as representatives of the Royal Bloodline of David shall obtain insurance within thirty (30) days of this Order. In the event Defendants do not obtain insurance,

Plaintiff shall obtain a rate quote on insurance and provide Defendants with the company's name and Defendants shall pay for the insurance within thirty (30) days.

IT IS FURTHER ORDERED that further appropriate equitable remedy is that the balloon payment be accelerated to September 1, 2008 in the event that insurance is available for purchase and Defendants do not purchase said insurance.

DATED: Kealahou, Hawaii

4/1/08



JUDGE OF THE ABOVE-ENTITLED COURT



CIVIL TRIAL CALENDAR  
THIRD CIRCUIT  
FIRST DIVISION

DATE: THURSDAY, JUNE 29, 2006  
JUDGE: HONORABLE GREG NAKAMURA, JUDGE PRESIDING  
CLERK: DIANE M. KUNIMOTO  
REPORTER: CAROL KANESHIGE  
BAILIFF/LAW CLERK: LESLIE PATACSIL

-----PAGE

1

8:00 A.M.

3CC 05-1-000196 CECIL LORAN LEE ETC  
VS.  
LEONARD GEORGE HOROWITZ ETA

DANEIL JOSEPH O'PHELAN  
FOR CECIL LORAN LEE

JOHN S CARROLL  
FOR LEONARD GEORGE HOROW

MARY LOUISE MARTIN  
FOR PHILIP B MAISE

MOTION TO WITHDRAW AS COUNSEL

CONVENED @ 8:10 A.M. \*REPORTER: CAROL KANESHIGE\*  
APPEARANCES: DANIEL O'PHELAN, ATTY W/ CLIENT  
CECIL LORAN LEE

. C. LEE: IS BANKRUPT; DOES NOT HAVE ANY MORE  
FUNDS.

. D. O'PHELAN: HAS BEEN SYMPATHETIC TO MR. LEE'S  
FINANCIAL SITUATION & HAVE TRIED TO RESOLVE THIS  
W/ MR. LEE.

. COURT: GRANTED MOTION; INSTRUCTED MR. O'PHELAN  
TO INCLUDE IN THE FORMS OF THE ORDER MR. LEE'S  
MAILING ADDRESS AND PHONE NUMBER.

DATE: 06-29-2006 BY ORDER OF THE COURT:  CLERK

**Exhibit 2**

## Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 02/23/2007 at 12:23 PM and filed on 02/23/2007.

**Cecil Loran Lee**  
13-811 Malama Street  
Pahoa, hi 96778  
SSN: xxx-xx-9418  
*aka*  
**Loran Lee**



The case was filed by the debtor's attorney:      The bankruptcy trustee is:

**Stuart T. Ing**  
Law Office of Stuart T. Ing  
345 Queen Street, Suite 900  
Honolulu, HI 96813  
808 778-3895

**Howard M.S. Hu**  
1132 Bishop Street, Suite 301  
Honolulu, HI 96813  
(808) 526-3083

The case was assigned case number 07-00175 to Judge Robert J. Faris.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.hib.uscourts.gov/> or at the Clerk's Office, 1132 Bishop Street, Suite 250L, Honolulu, HI 96813.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

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

*Nick Ann Thompson*  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii



R-307 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
SEP 08, 2009 08:02 AM  
Doc No(s) 2009-136885



/s/ NICKI ANN THOMPSON  
REGISTRAR

20 11 28

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 15<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, (hereinafter referred to as the "Assignee").

#### WITNESSETH

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

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

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

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

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

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

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

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

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

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

LORAN LEE a/k/a C. LORAN LEE



Assignor

STATE OF HAWAII

)

) ss.

COUNTY OF HAWAII

)

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

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



(Notary signature)

Collins Tomei

(Print notary name)

Notary Public

Third Judicial Circuit

State of Hawai'i

[Stamp or Seal]

My commission expires: 02-20-2010

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. HR 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HHHRIAHLU" 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. HR 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. B. Elderts to a pipe;

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

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

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01441

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:

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

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

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

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

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01441 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01441

SUBJECT, HOWEVER, TO:

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

As to the road remnant within the land herein described:

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

3. AS TO ITEM II:-

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

END OF EXHIBIT X



## 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.

1

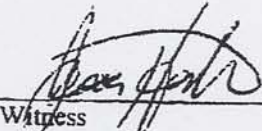
**Exhibit 4**

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 "HAKIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

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

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

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

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01441

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:



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

---

## ***CURRICULUM VITAE***

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

### ***Forensic Examination Provided For:***

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

### ***Education***

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

#### ***Specific Areas of Training:***

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

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

#### ***Apprenticeship Included:***

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

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

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

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

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***CURRICULUM VITAE Cont.***

***Further Qualifications:***

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

***Laboratory Equipment:***

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

***Library***

Numerous forensic document examination titles and other handwriting reference materials.

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

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**LEVELS OF OPINION-BASED ON ASTM GUIDELINES FOR EXPRESSING CONCLUSIONS**

Since the observations made by the examiner relate to the product of the human behavior there are a large number of variables that could contribute to limiting the examiner's ability to express an opinion confidently. These factors include the amount, degree of variability, complexity and contemporaneity of the questioned and/or specimen writings. To allow for these limitations a scale is used which has four levels on either side of an inconclusive result. These levels are:

- **Identification / Elimination**

May be expressed as 'The writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the examiner denotes no doubt in their opinion; this is the highest degree of confidence expressed by a document examiner.

- **Strong Probability**

May be expressed as 'There is a strong probability the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence is very persuasive, yet some critical feature or quality is missing; however, the examiner is virtually certain in their opinion.

- **Probable**

May be expressed as 'It is probable the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence points strongly toward / against the known writer; however, the evidence falls short of the virtually certain degree of confidence.

- **Evidence to Suggest**

May be expressed as 'there is evidence to suggest the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when there is an identifiable limitation on the comparison process. The evidence may have few features which are of significance for handwriting comparisons purposes, but those features are in agreement with another body of writing.

- **Inconclusive**

May be expressed as 'no conclusion could be reached as to whether the writer of the known documents wrote / did not write the questioned writing.' This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing and the examiner does not have even a leaning one way or another.

## DECLARATION OF BETH CHRISMAN

I, BETH CHRISMAN, hereby declare as follows:

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

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

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

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

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

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

13 **5. Observations and Opinions:**

14 PAGE NUMBERING:

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

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

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

21 DOCUMENT PAGES:

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



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

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

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

6 PAGES 5 AND 6

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

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

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

20 PAGE 8.

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

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

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

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

4 **7. Declaration:**

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

9   
10 BETH CHRISMAN  
11  
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1 ACKNOWLEDGMENT

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

5  
6 State of California

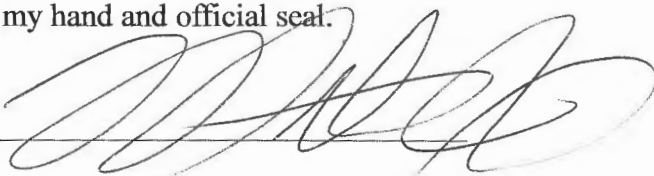
7 County of Los Angeles  
8

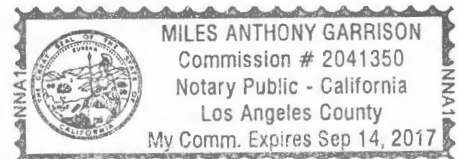
9 On June 30, 2015 before me, Miles Anthony Garrison, Notary Public personally appeared Beth Chrisman,  
10 who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed  
11 to the within instrument and acknowledged to me that she executed the same in her authorized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

15 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
16 foregoing paragraph is true and correct.  
17  
18

19 WITNESS my hand and official seal.

20  
21 Signature







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

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

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

**Article I**

The name of the Corporation Sole is:

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

**Article II**

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

**Article III**

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

**Article IV**

The period of duration of the corporate sole is perpetual.

05/29/200920052

## Article V

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

## Article VI

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

05/29/200920052

**Article VII**

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

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

**Article VIII**

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

**Article IX**

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

**Article X**

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

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

Witness my hand this 8 day of May, 2009.

CECIL LORAN LEE

Cecil Loran Lee

**CERTIFICATE OF EVIDENCE OF APPOINTMENT**

## Asseveration

State of Hawaii

County of Hawaii

Signed and Sealed

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

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

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

05/29/200920052

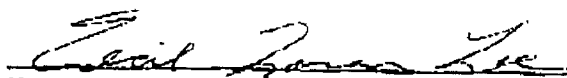
05/23/2009



# General Certification

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

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



Affix Seal

Here.

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

## STATEMENT OF INCUMBENCY

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

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

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

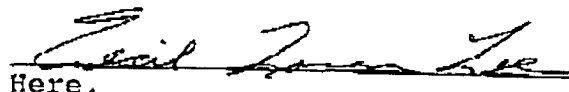
In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE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

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

# General Certification

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

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



Affix Seal

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



# Hawaii State Judiciary Ho'ohiki

Hawaii State Judiciary's Public Access to Court Information

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## Court Minutes Text

Case Title: THE ESTATE OF CECIL LORAN LEE

3LP09-1-000166

Div.: 3CK4 CV DATE: 12-11-2009

Time: 0107P

Priority: 0

Judge I.D.: JESTRANC

Video No.:

Audio No.:

Minutes:.

BY SULA - STATEMENT REGARDING ASSETS KNOWN TO HIM THAT CECIL LEE DOESN'T OWN ANYMORE; DUE TO FORECLOSURE, NO JUDGMENT CAN BE ENFORCED AND MR. LEE IS CERTAINLY OUT OF IT.

\*\*BY COURT - INASMUCH AS NO PARTY APPEARED IN THIS CASE, COURT DENIES PETITION FOR SPECIAL ADMINISTRATOR AND COURT WILL ISSUE ORDER.

**Exhibit 6**

More Minutes Text

Next Court Date

Court Minutes List

Case Info.

MITCHELL D. ROTH 6012  
Prosecuting Attorney  
County of Hawai'i  
655 Kilauea Avenue  
Hilo, Hawai'i 96720  
Tel. No. (808) 961-0466  
Email: hilopros@co.hawaii.hi.us  
Attorneys for State of Hawai'i

Electronically Filed  
THIRD CIRCUIT  
3CPC-19-0000968  
05-DEC-2019  
08:57 AM

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

STATE OF HAWAII,	)	CR. NO. _____
	)	
vs.	)	INDICTMENT
	)	
PAUL J. SULLA, JR. and	)	
HALAI HEIGHTS, LLC.,	)	(Hilo)
	)	
Defendant.	)	

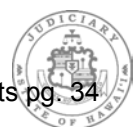
INDICTMENT

The Grand Jury charges:

COUNT 1 C18009739/HL

On or about the 6th day of September, 2016, in the County and State of Hawaii, PAUL J. SULLA, Jr., with intent to defraud, falsely made, completed, endorsed or altered a written instrument, and/or uttered a forged instrument, which is or purports to be, or which is calculated to become or to represent if completed, a deed and/or other instrument which does or may evidence, create, transfer, terminate, or otherwise affect a legal right, interest, obligation or status concerning real property, thereby committing the offense of Forgery in the Second Degree, in violation of Section 708-852(1), Hawaii Revised Statutes, as amended.

**Exhibit 7**



It is further alleged that the statute of limitations has not run in accordance with Section 701-108(3)(a), Hawai'i Revised Statutes, as amended, as the above offense involves fraud and/or deception as defined in Section 708-800, and this action is being commenced within three years after discovery of the offense by an aggrieved party on or about February 1, 2018, and who is oneself not a party to the offense, but in no case is this action, under this provision, extending the period of limitations by more than six years from the expiration of the period of limitation prescribed in Section 701-108(2), Hawai'i Revised Statutes, as amended.

COUNT 2 (C19-\*/HL; C18009739/HL)

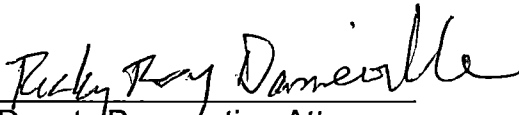
On or about the 6th day of September, 2016, to and including November 27, 2019, in the County and State of Hawai'i, PAUL J. SULLA, JR., and HALAI HEIGHTS, LLC, an unincorporated association, as part of one scheme and/or a continuing course of conduct intentionally obtained or exerted control over the property of another, a parcel of real estate known as Remnant "A" and later known as TMK 3-1-3-001-095-0000, belonging to LEONARD G. HOROWITZ and/or THE ROYAL BLOODLINE OF DAVID, by deception, with intent to deprive LEONARD G. HOROWITZ and/or THE ROYAL BLOODLINE OF DAVID of the property; and PAUL J. SULLA, JR., and HALAI HEIGHTS, LLC intended, believed, knew and/or was aware the value of the property taken exceeded \$20,000.00; And/or PAUL J. SULLA JR. and HALAI HEIGHTS, LLC, an unincorporated association, intentionally received, retained and/or disposed of the property of another, real property known as Remnant "A" and later known as TMK 3-1-3-001-095-0000, belonging to LEONARD G. HOROWITZ and/or THE ROYAL BLOODLINE OF DAVID, knowing that the real property had been stolen, with intent to

deprive LEONARD G. HOROWITZ and/or The ROYAL BLOODLINE OF DAVID, of the property; and PAUL J. SULLA, JR., and HALAI HEIGHTS, LLC intended, believed, knew and/or was aware the value of the property stolen exceeded \$20,000.00;

thereby committing the offense of Theft in the First Degree in violation of Section 708-830(2), and/or 708-830(7), and 708-830.5(1)(a), Hawai'i Revised Statutes, as amended.

Dated: Hilo, Hawai'i, December 4, 2019.

A TRUE BILL

  
\_\_\_\_\_  
Deputy Prosecuting Attorney  
County of Hawaii

  
\_\_\_\_\_  
Foreperson