Subject: NEW IMPORTANT SULLA CRIMINAL CASE FACTS

Date: September 5, 2020 at 3:27 AM

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Rick, Martha-Ann, Chris and Andrew:

I've re-read Sulla's Declaration and realized the following important falsehoods I've highlighted in yellow in the attached copy.

Sulla states on page 2, paragraph 8 "I was not aware of this conveyance", referencing the grant of Remnant A by the County to Royal/Horowitz in 2005.

This is false, as evidenced by four facts:

- (1) My e-mail to Sulla on January 26, 2010 (two months before he acted to foreclose non-judicially) is attached in which I urge Sulla to do an "INQUIRY REASONABLE" into this precise .89 acre (+/-) parcel that I wrote him is 'KEY TO THIS ENTIRE LITIGATION." Thus, he was "aware of this [2005] conveyance" that was KEY to 15 years of our litigations against Lee and Sulla.
- (2) That Remnant A property Sulla correctly declared (on page 3, paragraph 12): "cut off access to Lot 43". That means Sulla knew it was required in order to secure access to 043, that includes a large part of the steam bathhouse, but is otherwise a huge sink hole liability. Thus, Sulla knew that by acquiring Remnant A, he could secure the entire steam bathhouse as well as 043 access.

When did he realize this "cut off"? He wrote, "in 2018 after I had a survey made of Lot 49 and Lot 43." This is false because: (a) Sulla took possession in 2016, walked the land, had County and probably Google maps too that showed the general position of the road remnants that showed 043 being cut off; and (b) the Title Guaranty Report clarified the precise survey footage of 049, Remnant A, and 043, in 2015. Sulla then ordered the survey in 2018 to clarify the boundaries. Later, when I walked the property in 2019, and took photos, I photographed Sulla having erected two fences, one clearly across Remnant A that his survey clearly showed was Remnant A. (He erected that fence to keep us out.)

- (3) Sulla declared on page 2, paragraphs 9 and 10, falsely: "Apparently the county had neglected to consider the Lee mortgage to be an impediment to the swap and took a portion of Lot 49 subject to the mortgage." This is false because the County knew all about the Mortgage and knew that a separate contract that superseded the Mortgage had been executed by Lee and me (titled the Agreement for Closing Escrow, as shown in the second attachment hereto), because I informed County officials of this, and they were happy to convey Remnant A to me, rather than to Lee. (I even have in my possession note from Lee that Lee was happy that I was to gain the County's deed, which Lee said was his intention all along [albeit he was lying].)
- (4) Sulla also falsely, frivolously, and capriciously declared on page 2, paragraph 10: "Title Guaranty had previously also provided a title report to the witness Horowitz's non-profit corporation concerning Lots 49 and Lot 43. The remnant A lot was also included as Parcel 2 in the description of Lot 49 in that report as well. See true and correct copies of title report to Royal Bloodline of David attached as Exhibit 'C'." This is false for two reasons: (a) Royal Bloodline, to my knowledge as Overseer, never received a copy of this 2015 Report. And why should I have. Sulla ordered and paid for the Report, so it is highly unlikely that he would order the Company on his dime to send his adversary a copy of the costly Report; and (b) (MOST IMPORTANTLY, the REMNANT A LOT WAS NOT INCLUDED AS PARCEL 2 IN THE DESCRIPTION OF 043 WHERE SULLA PUT IT TO REPLACE 043 IN HIS FORGED DEED! The Title Guaranty Report makes clear that only the 049 Lot contained

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Therefore, beyond reasonable doubt Sulla acted to: (1) disregard his knowledge of the Remnant A conveyance, the key litigation matter; (2) defy his knowledge of the 043 land and its Remnant A access in order to secure both for his possession, not Hester's possession. (in fact depriving Hester's possession in the process.); (3) contrive a confusing, frivolous, and capricious accusation that the County made the "mistake" contrary to the Mortgage contract by administering the land swap with Lee and conveyance to buyer Horowitz; and (4) retype the subject forged deed land description of the 043 lot in 2016, making clerical errors in the process of substituting the "Parcel II" land description of the 049 lot as reported by the Title Company in 2015, in order to secure for Sulla himself through his Halai Heights corporate shell, all of Hester's interests, as well as all of Royal's interest, as well as all of Horowitz and Kane's interests, as well as all of "Invervenor Fine's" interests, as well as all the neighboring lot owners' interests that the County acted to secure by granting Remnant A to me and my ministry.

To confirm this last fact, study the Title Company's Report, looking out for the "ITEM I" versus "ITEM II" land description differences. You will see that "ITEM I" refers to the 043 lot, and "ITEM II" refers to the 049 lot. You will see that the Title Company made no mistake by adding the Remnant A land description to the ITEM II/049 description per the County's records. In essence, Sulla misappropriated for his forged description of ITEM I the ITEM II, Parcel II, description of Remnant A.

All "confusion" was all Sulla's doing.

Best wishes.

Leonard



Criminal Defense Filing by Sulla.pdf

