

**GROUNDS FOR CRIMINAL INDICTMENT FOR CONSPRIRACY TO COMMIT COMPOUND CRIMES INCLUDING ATTEMPTED PROPERTY THEFT, EXTORTION, ACCORDING TO DEFINITIONS IN LAW AND BASED ON MATERIAL EVIDENCE IMPLICATING PAUL J. SULLA, JR., III (aka P. JOSEPH SULLA, III); JASON HESTER; HERBERT M. RITKE; RON RITKE, ET. AL.. Prepared by Leonard G. Horowitz & Sherri Kane. for 4-15-2012 Meeting with County Prosecutors Mitch Roth and Rick Damerville)**

<u>H.R.S. Cause of Action</u>	<u>Description</u>	<u>Exhibit(s)</u>	<u>All Elements</u>	
			<u>Yes</u>	<u>No</u>
<p>1) HRS §707-764 - Extortion;            (1)(d) penal offense;            (e) Accuses Horowitz of default and theft            (f) Publicize an asserted NJF, whether true or false, tending to . . . impair the threatened person’s credit or business repute;            (1)(h),            §707-764 (1)(i), as an “Court officer;”            §707-764 (1)(k); destroyed ownership records of Horowitz and RBoD;            §707-764 (1)(l), Demand is “calculated to harm substantially” Horowitz and RBoD.”            (2) Intentionally compels defensive;            (3) Collects extension of credit by extortionate means.</p>	<p>DEMAND FOR PAYMENT IN FULL” for \$323,610.00; neglected (with scienter) the jury award of \$200K now in the Appeals Court; §707-764 (1), Sulla obtained, and exerts control over, title to the property, with intent to deprive Horowitz and ministry; penal offense as per (1)(d);            Sulla’s written Demand provides information AND withholds testimony or information with respect to legal claim or defense. That is, he knowingly commits fraud by omission of the jury award and current appeal, and misrepresents his claims of fraudulent debt (called “Zombie debt” in the collection industry.);            Destroyed title of Horowitz &amp; Ministry RBoD; altered tax office records, destroyed ownership records of same.            Demand Notice for immediate payment(s) due is “calculated to harm substantially” my person “with respect to the threatened person’s business [i.e., non-profit ministry], calling, career, [and] financial condition, . . .”            Makes Promissory Notes and Assignments of Notes “credit, or collects any extension of credit by extortionate means. [L 1979, c 106, pt of §1; am L 2001, c 33, §3; am L 2008, c 147, §4]”            “Intentionally compels or induces another person [i.e., Horowitz] to engage in conduct from which another has a legal right to abstain or to abstain from conduct in which another has a legal right to engage by threatening by word or conduct to do any of the actions set forth in paragraph (1)(a) through (l); or            (3) Makes or finances any extortionate extension of credit, or collects any extension of credit by extortionate means. [L 1979, c 106, pt of §1; am L 2001, c 33, §3; am L 2008, c 147, §4]”</p>			
<p>2) Organized Crime, Criminal attempt; §842-5</p>	<p>Forfeiture of corporate charter for “Gospel of Believers” Church due to criminal attempt. State Attorney General. “Organized crime” means any combination or conspiracy to engage in criminal activity as a significant source of income or livelihood, or to violate, aid or abet the violation of criminal laws relating to . . . extortion, corruption of . . . public officers . . .</p>			
<p>3) Haw. Rev. Stat. § 506-8. Mortgage release required.</p>	<p>Sulla, on behalf of Lee and Ritke/Hester. Refused to release title even though mortgage was paid in full (for 8 months) according to Final 2 Judgments.</p>			
<p>4) §702-228 Liability of persons acting.</p>	<p>Liability of persons acting, or under a duty to act, in behalf of corporations or unincorporated associations.</p>			
<p>5) §702-221(1)(2)(a)(c) Liability for conduct of another;</p>	<p>(1) A person is legally accountable for any conduct the person performs or causes to be performed in the name of a corporation or an unincorporated association or in its behalf to the same extent as if it were performed in the person’s own name or behalf.</p>			
<p>6) §702-222(1)(a)(b)(c) Liability for conduct of another; complicity;</p>	<p>Sulla is liable for Lee’s and Hester’ Conduct as attorney. They are complicit with respect to illegal promissory notes, NJF auction/sale, color of title damages.</p>			
<p>7) §702-223 Liability for conduct of another; complicity with respect to the result;</p>	<p>Sulla created the result, title theft with criminal attempt to steal property in organized crime. Criminal solicitation is extortionate collection of unlawful debt; and terroristic threatening of eviction by Sheriff, that caused caretaker volunteer to leave property.</p>			
<p>8) §705-520 Criminal conspiracy; §705-510 Criminal solicitation; §707-715(1)(2) Terroristic threatening.</p>				

**GROUNDNS FOR CRIMINAL INDICTMENT FOR CONSPRIRACY MPLICATING PAUL J. SULLA, JR., III et. al., continued.**

<u>H.R.S. Cause of Action</u>	<u>Description</u>	<u>Exhibit(s)</u>	<u>All Elements</u>	
			<u>Yes</u>	<u>No</u>
9) §667-32 (J) Affidavit after public sale; contents omitted. Fraudulent filing of Quit Claim Deed with State.	<p>Quit Claim Deed Fraud, Omissions &amp; Misrepresentations:</p> <p>Paragraph 1. Cites legally defective “foreclosing mortgagee” --“Popular Assembly of Revitalize” -- that was non-existent when mortgage was assigned to this fraudulent conveyance administered for tax evasion and evasion of mortgage release requirement, multiplication of process, extortion, and theft of property.</p> <p>b. Paragraph 1. Address of 13-811 Malama Street is Ritke’s private residence, not a “church,” not Hester’s office, or the church’s office.</p> <p>c. Paragraph 4 (under WITNESSETH) neglects several notices of payments in full administered leaving zero balance due on mortgage.</p> <p>d. Paragraph 4 fraudulent claims “Borrower/Mortgagor has defaulted.”</p> <p>e. Paragraph 5 fraudulently claims “FORECLOSURE UNDER POWER OF SALE, the Grantor herein duly held a sale by public auction, on April 20, 2010;” Note:</p> <p>i. “the Grantor” held the sale, when it was Sulla, who held the sale;</p> <p>ii. falsely claiming the sale was “duly held” or conducted properly when it was not,</p> <p>iii. that it occurred on April 20, 2010, whereon a check for \$175,000 was required to be paid by Hester, but wasn’t;</p> <p>f. Paragraph 5 also falsely claims authority by “that aforesaid Mortgage dated January 15, 2004;” whereas this mortgage actually prohibited foreclosure for any reason other than failure to make payments (Paragraph 19 of Mtg related to “Agreement for Closing Escrow” provision paragraph 1;” and Ibarra Court barred foreclosure and affirmed payments had been timely made.</p> <p>g. Signature by Hester on document is defective. It should have been signed “Jason Hester,</p>			
10) §661-21 Actions for false claims to the State; qui tam actions.	<p>(a) Notwithstanding section 661-7 to the contrary, any person who:</p> <p>(1) Knowingly presents, or causes to be presented, to an officer or employee of the State a false or fraudulent claim for approval--in this case approval of title transfer and deed to land.</p> <p>(2) Knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent approved by the State--in this case false address of Ritke for church on agricultural land or private residence. No special permit for church--fraudulent conveyance.</p> <p>(3) Conspires to defraud the State by getting a false or fraudulent claim allowed . . . ;</p> <p>(6) Knowingly buys, or receives as a pledge of an obligation or debt, public property from any officer or employee of the State who may not lawfully sell or pledge the property; Sulla is officer of Court/State, illegally sold property to Hester, involving County of Hawaii land (Old Kapapana Hwy.) to Horowitz in land swap.</p> <p>(7) Knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the State--as Sulla/Lee did to create the Church and thus avoid estate taxes; or</p> <p>(8) Is a beneficiary of an inadvertent submission of a false claim to the State, who subsequently discovers the falsity of the claim, and fails to disclose the false claim to the State within a reasonable time after discovery of the false claim; False claim in Affidavit after sale, omitting Civil cases and Appeals case on subject property. Sulla knew claim of debt was false, and omissions were intentional to steal property/title. Also, Sulla neglected to revise his false filing that HESTER’s “church” operates officially from RITKE’s private residence;</p>			
11) [§661-22] Civil actions for false claims. The attorney general shall investigate.	Civil actions for false claims. The attorney general shall investigate any violation under section 661-21, as listed above.			

**GROUNDNS FOR CRIMINAL INDICTMENT FOR CONSPRIRACY MPLICATING PAUL J. SULLA, JR., III et. al., continued.**

<u>H.R.S. Cause of Action</u>	<u>Description</u>	<u>Exhibit(s)</u>	<u>All Elements</u>	
			<u>Yes</u>	<u>No</u>
12) §661-25 Action by private persons.	Re: Qui Tam. Horowitz may bring a civil action for a violation of section 661-21 for the person and for the State. The action shall be brought in the name of the State. The action may be dismissed only with the written consent of the court, taking into account the best interests of the parties involved and the public purposes behind this part.			
13) 705-510 Criminal solicitation.	(1) Sulla is guilty of criminal solicitation since he, with intent to promote or facilitate the commission of a crime (i.e., of theft/extortion), Sulla commanded the court to . . . cause the result specified by the definition of an offense or to engage in conduct which would be sufficient to establish complicity in the specified conduct or result; and (2) He or another person with whom he conspired commits an overt act in pursuance of the conspiracy. [L 1972, c 9, pt of §1]			
14) §705-520 Criminal conspiracy.				
15) §705-521 Scope of conspiratorial relationship.	Sulla/Hester/Ritke guilty of criminal conspiracy, as defined in section 705-520. Sulla knew that Hester was indebted to Ritke; Lee/Ritke extortion and criminal harassment, multiplying process and Fraud Before the Court re fake” church/trust” creation with fake “address” and coverup of theft result intended by co-conspirators. Thus, Sulla is guilty of conspiring to commit the crime of foreclosure fraud.			
16) §701-109 Method of prosecution				
17) Haw. Rev. Stat. § 708-830 : Theft. (1) Obtains or exerts unauthorized control over property. A person obtains or exerts unauthorized control over the property of another with intent to deprive the other of the property. (2) Property obtained or control exerted through deception. A person obtains, or exerts control over, the property of another by deception with intent to deprive the other of the property. (6) Failure to make required disposition of funds. (7) Receiving stolen property.	Sulla may be convicted of only one crime (e.g., theft/extortion)? Check out when conduct establishes an element of more than one offense. (1) When the same conduct of a defendant may establish an element of more than one offense, the defendant may be prosecuted for each offense of which such conduct is an element. The defendant may not, however, be convicted of more than one offense if (elements apply.) Sulla failed to make “required disposition of funds,” that is, Hester’s alleged payment of \$175,000.00 to purchase property at NJF auction. Hester did not have this money. All they had was a forged set of Promissory Notes not reflecting current debt, only unlawful debt. Sulla/Hester conspiracy to steal property is additionally evidenced by this; and also Sulla acting as “debt collector” and “Auctioneer,” that is extortionist and thief.  Sulla/Hester “intentionally receives, retains, or disposes of the property of another (i.e., Horowitz/RBoD), knowing that it has been stolen, with intent to deprive the owner of the property. It is prima facie evidence that a person knows the property to have been stolen if, being a dealer in property of the sort received, the person acquires the property for a consideration that the person knows is far below its reasonable value.” The \$175,000 value at auction was unreasonable given the property was worth at the time of the sale more than \$1.0M.			
18) §702-203 Penal liability based on an omission.	§702-203 omission is gross neglect of payments made, Ibarra’s Foreclosure Denied rulings, “expressly made a sufficient basis for penal liability by the law defining the offense; or (2) A duty to perform the omitted act is otherwise imposed by law. [L 1972, c 9, pt of §1]” Sulla’s duty to perform inquiry reasonable regarding “Agreement for Closing Escrow,” and the criminal conviction of Lee along with Nakamura’s ruling on Lee’s forgeries; also Sulla neglected to await outcome of Appeal that would create new debt, not mortgage debt. The mortgage was paid off in any case due to the Court’s ruling for timely balloon payment made.			

**GROUNDS FOR CRIMINAL INDICTMENT FOR CONSPIRACY IMPLICATING PAUL J. SULLA, JR., III et. al., continued.**

<b>H.R.S. Cause of Action</b>	<b>Description</b>	<b>Exhibit(s)</b>	<b>All Elements</b>	
			<b>Yes</b>	<b>No</b>
19) §702-204 State of mind required.	Sulla is guilty of the offense of conspiracy to steal property because he acted intentionally, knowingly, recklessly, or negligently, as the law specifies, with respect to each element of the offense. When the state of mind required to establish an element of an offense is not specified by the law, that element is established if, with respect thereto, a person acts intentionally, knowingly, or recklessly. [L 1972, c 9, pt of §1; gen ch 1993]			
20)	<p>702-206 Definitions of states of mind. (1) "Intentionally."</p> <p>(a) A person acts intentionally with respect to his conduct when it is his conscious object to engage in such conduct.</p> <p>(b) A person acts intentionally with respect to attendant circumstances when he is aware of the existence of such circumstances or believes or hopes that they exist.</p> <p>(c) A person acts intentionally with respect to a result of his conduct when it is his conscious object to cause such a result.</p> <p>(2) "Knowingly."</p> <p>(a) A person acts knowingly with respect to his conduct when he is aware that his conduct is of that nature.</p> <p>(b) A person acts knowingly with respect to attendant circumstances when he is aware that such circumstances exist.</p> <p>(c) A person acts knowingly with respect to a result of his conduct when he is aware that it is practically certain that his conduct will cause such a result.</p> <p>(3) "Recklessly."</p> <p>(a) A person acts recklessly with respect to his conduct when he consciously disregards a substantial and unjustifiable risk that the person's conduct is of the specified nature.</p> <p>(b) A person acts recklessly with respect to attendant circumstances when he consciously disregards a substantial and unjustifiable risk that such circumstances exist.</p> <p>(c) A person acts recklessly with respect to a result of his conduct when he consciously disregards a substantial and unjustifiable risk that his conduct will cause such a result.</p> <p>(d) A risk is substantial and unjustifiable within the meaning of this section if, considering the nature and purpose of the person's conduct and the circumstances known to him, the disregard of the risk involves a gross deviation from the standard of conduct that a law-abiding person would observe in the same situation.</p> <p>(Sulla Acted Recklessly to advance the NJF instead of awaiting the result of Appeal.)</p> <p>(4) "Negligently."</p> <p>(a) A person acts negligently with respect to his conduct when he should be aware of a substantial and unjustifiable risk taken that the person's conduct is of the specified nature.</p> <p>(b) A person acts negligently with respect to attendant circumstances when he should be aware of a substantial and unjustifiable risk that such circumstances exist.</p> <p>(c) A person acts negligently with respect to a result of his conduct when he should be aware of a substantial and unjustifiable risk that his conduct will cause such a result.</p> <p>(d) A risk is substantial and unjustifiable within the meaning of this subsection if the person's failure to perceive it, considering the nature and purpose of his conduct and the circumstances known to him, involves a gross deviation from the standard of care that a law-abiding person would observe in the same situation. [L 1972, c 9, pt of §1; am L 1983, c 132, §1; am L 1986, c 314, §4]</p>			

**FOUNDATIONS FOR CRIMINAL INDICTMENT FOR CONSPIRACY INVOLVING PAUL J. SULLA, JR., III et. al., continued.**

<b>H.R.S. Cause of Action</b>	<b>Description</b>	<b>Exhibit(s)</b>	<b>All Elements</b>	
			<b>Yes</b>	<b>No</b>
19) §702-204 State of mind required.	<p>§702-213 Effect of absolute liability in reducing grade of offense to violation. Notwithstanding any other provisions of existing law and unless a subsequent statute otherwise provides:</p> <p>(1) When absolute liability is imposed with respect to any element of an offense defined by a statute other than this Code and a conviction is based upon such liability, the offense constitutes a violation except as provided in section 702-212(2); and</p> <p>(2) Although absolute liability is imposed by law with respect to one or more of the elements of an offense defined by a statute other than this Code, the culpable commission of the offense may be charged and proved, in which event negligence with respect to such elements constitutes a sufficient state of mind and the classification of the offense and the sentence that may be imposed therefor upon conviction are determined by section 701-107 and chapter 706. [L 1972, c 9, pt of §1]</p>			
20) §702-213 Effect of absolute liability in reducing grade of offense	<p>§702-214 Causal relationship between conduct and result. Conduct is the cause of a result when it is an antecedent but for which the result in question would not have occurred. [L 1972, c 9, pt of §1]</p> <p>§702-217 Causation in offenses of absolute liability. When causing a particular result is an element of an offense for which absolute liability is imposed by law, the element is not established unless the actual result is a probable consequence of the defendant's conduct. [L 1972, c 9, pt of §1]</p>			
21) §702-214 Causal relationship.	<p>§702-218 Ignorance or mistake as a defense. In any prosecution for an offense, it is a defense that the accused engaged in the prohibited conduct under ignorance or mistake of fact if:</p> <p>(1) The ignorance or mistake negatives the state of mind required to establish an element of the offense; or</p> <p>(2) The law defining the offense or a law related thereto provides that the state of mind established by such ignorance or mistake constitutes a defense. [L 1972, c 9, pt of §1]</p>			
22) §702-217 Causation in offenses of absolute liability.	<p>§702-220 Ignorance or mistake of law; belief that conduct not legally prohibited. In any prosecution, it shall be an affirmative defense that the defendant engaged in the conduct . . . that Sulla can't reasonably claim was legal according to the old non-judicial foreclosure law, since this defense and his actions, and results he created, violated Ibarra's judgments denying foreclosure, and Sulla knew case was in appeal); and most importantly, he conspired with Lee/Ritke/Hester to quickly create the fraudulent conveyance "church" to evade Carroll's filing for mortgage release, using fraudulent documents Sulla filed with the State.</p>			
22) §702-218 and 220 Ignorance or mistake defense and law.	<p>(1) A person is guilty of an attempt to commit a crime if the person:</p> <p>(a) Intentionally engages in conduct which would constitute the crime if the attendant circumstances were as the person believes them to be; or</p> <p>(b) Intentionally engages in conduct which, under the circumstances as the person believes them to be, constitutes a substantial step in a course of conduct intended to culminate in the person's commission of the crime.</p> <p>(2) When causing a particular result is an element of the crime, a person is guilty of an attempt to commit the crime if, acting with the state of mind required to establish liability with respect to the attendant circumstances specified in the definition of the crime, the person intentionally engages in conduct which is a substantial step in a course of conduct intended or known to cause such a result.</p> <p>(3) Conduct shall not be considered a substantial step under this section unless it is strongly corroborative of the defendant's criminal intent. [L 1972, c 9, pt of §1; gen ch 1993]</p> <p>inchoate adj. or adv. referring to something which has begun but has not been completed, either an activity or some object which is incomplete. It may define a potential crime like a conspiracy which has been started but not perfected or finished, (buying the explosives, but not yet blowing</p>			
23) §705-500 Criminal attempt.				

**GROUNDNS FOR CRIMINAL INDICTMENT FOR CONSPRIRACY MPLICATING PAUL J. SULLA, JR., III et. al., continued.**

<u>H.R.S. Cause of Action</u>	<u>Description</u>	<u>Exhibit(s)</u>	<u>All Elements</u>	
			<u>Yes</u>	<u>No</u>
23 continued) §705-500 Criminal attempt.	<p>(3) Conduct shall not be considered a substantial step under this section unless it is strongly corroborative of the defendant’s criminal intent. [L 1972, c 9, pt of §1; gen ch 1993] inchoate adj. or adv. referring to something which has begun but has not been completed, either an activity or some object which is incomplete. It may define a potential crime like a conspiracy which has been started but not perfected or finished, (buying the explosives, but not yet blowing up the bank safe), a right contingent on an event (receiving property if one outlives the grantor of the property), or a decision or idea which has been only partially considered, such as a contract which has not been formalized.</p>			
24) §708A-3 Money laundering; criminal penalty.	<p>1) It was unlawful for Sulla to create the Promissory Notes and Assignment of Promissory Notes when he knew the debt had been paid, and the fraudulent conveyance set up to evade mortgage release law:</p> <p>(a) Sulla knew that the property involved (i.e., Notes, Assignments, NJF filings, falsified Affidavit following sale, Quit Claim deed, and fraudulent filing of deed) is the proceeds of some form of unlawful activity, to knowingly . . . transfer, receive, or acquire the property (on behalf of the “church” and/or Hester) or to conduct a transaction involving the property (i.e., Notes and title), when, in fact, the property is the proceeds of specified unlawful activity:</p> <p>“(i) With the intent to promote (through the courts and state agencies) the carrying on of specified unlawful activity (i.e., false filings for the intended outcome property theft); or</p> <p>(ii) Knowing that the . . . transmission, transfer, receipt, or acquisition of the property or the transaction or transactions is designed in whole or in part to:</p> <p>(A) Conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity (i.e., precisely what Sulla’s filings with the State of the Promissory Notes and Assignment of Mortgages to evade mortgage release); or</p> <p>(B) Avoid a transaction reporting requirement under state or federal law; (i.e., Sulla knew he purposely omitted from State records the payment in full of the debt timely.)</p> <p>(b) Who knows that the property involved in the transaction is the proceeds of some form of unlawful activity, to knowingly engage in the business of conducting, directing, planning, organizing, initiating, financing, managing, supervising, or facilitating transactions involving the property that, in fact, is the proceeds of specified unlawful activity: (i.e., Sulla did this by filing fake Affidavit following foreclosure sale; thus, he knowingly filed to transfer title aware that the transactidions involving property, was the proceeds of fraudulent claims and filings with the courts and the state.</p> <p>(i) With the intent to promote the carrying on of specified unlawful activity (i.e., extortion/ theft; money laundering); or</p> <p>(ii) Knowing that the business (i.e., of the “church” conveyance) is designed in whole or in part to:</p> <p>(A) Conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or</p> <p>(B) Avoid a transaction reporting requirement under state or federal law; (i.e., avoided reporting to State in Affidavit following sale that civil cases were pending). or</p> <p>(c) To knowingly conduct or attempt to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, or property used to conduct or facilitate specified unlawful activity, with the intent to:</p> <p>(i) Promote the carrying on of specified unlawful activity; or</p> <p>(ii) Conceal or disguise the nature, the location, the source, the ownership, or the control of property believed to be the proceeds of specified unlawful activity.</p>			

**GROUNDNS FOR CRIMINAL INDICTMENT FOR CONSPRIRACY MPLICATING PAUL J. SULLA, JR., III et. al., continued.**

<u>H.R.S. Cause of Action</u>	<u>Description</u>	<u>Exhibit(s)</u>	<u>All Elements</u>	
			<u>Yes</u>	<u>No</u>
25) §707-715 Terroristic threatening	<p>Sulla/Hester committed the offense of terroristic threatening since they threatened by word and conduct to acquire the property by foreclosure if Horowitz did not pay unlawful debt of money not owed, “or to commit a felony:”</p> <p>(1) With the intent to terrorize, or in reckless disregard of the risk of terrorizing, another person; or</p> <p>(2) With intent to cause, or in reckless disregard of the risk of causing evacuation of a building, place of assembly, or facility of public transportation. [L 1972, c 9, pt of §1; am L 1979, c 184, §1(1); gen ch 1993]</p> <p>In fact, Sulla/Hester’s terroristic threatening cause caretakers to leave property due to anticipated eviction; thus causing severe psychological distress in Horowitz, Kane, and others. Plus, material evidence proves Roxanne Joan Hampton was complicit with Sulla/Hester in terrorizing Horowitz and Kane to cause emotional distress, and have them conceded to extortionate payments.</p>	Hampton’s e-mail hours after Sulla/Hester win the Court’s approval for setting of trial date for eviction case. Hampton conspired to libel Horowitz and Kane, and is also linked to \$5,000 in silver missing from subject property.		
26) §506-8 Release of mortgages of real property.	<p>Sulla/Lee/Hester/Ritke refused to release “mortgages of real property or fixtures, that states: “The mortgagee of real property or the record assignee of a mortgage interest shall provide to the mortgagor a release of mortgage upon full satisfaction of the mortgage and discharge of any secured debt.””</p>			
27) H.R.S. §705-510 violation.	<p>In a hearing on Sept. 26, 2011, in The District Court of the Third Judicial Circuit, Hilo, Hawaii, Judge Harry P. Freitas was solicited in a Stipulation For Continuance co-signed by Paul J. Sulla, Jr. and defense attorney Benjamin R. Brower, in violation of this statute. The document falsely claimed: “Counsel for Plaintiff was recently retained and has requested a continuance to further evaluate the facts as well as await the adjudication of a related matter in another court. Defendant has no objection to the continuance.</p> <p>Three glaring misrepresentations and omissions in this fraudulent solicitation were filed with a Motion for Sanctions by Horowitz, pro se.</p>			
28) §702-223 Complicity in conduct causing a particular result.	<p>Sulla, on the basis of his complicity with Hester, causing the eviction complaint and damaging delay in dismissing it, was done with scienter, according to material evidence in e-mails between Horowitz, Dubin and/or Brower. Strongly suggests conspiracy involving Dubin, who was referred to Horowitz by Zamber, at the time Zamber concealed his partnership with Sulla, and sale of co-owned property in Hilo.</p>			
29) HRS §705-510 Criminal solicitation.	<p>(1) Sulla “is guilty of criminal solicitation” because with the intent to promote or facilitate the commission of a crime [in this case extortion, theft of title, defrauding the Court and the State under color of title, and intentionally damaging the Horowitz and Kane financially and emotionally by advancing eviction complaint, frivolously filed in the wrong court.].</p>			
30) Rule 503(1), citing Lawyer-client privilege, that provides	<p>: “no privilege under this rule” for “[f]urtherance of crime or fraud. If the services of the lawyer were sought, obtained, or used to enable or aid anyone to commit or plan to commit what the client knew or reasonably should have known to be a crime or fraud.” Sulla and Brower knew that HESTER had not “recently retained” Sulla, and that the “church” corporation and Mr. RITKE were concealed as Real Parties of Interest.</p>			

**GROUNDS FOR CRIMINAL INDICTMENT FOR CONSPRIRACY MPLICATING PAUL J. SULLA, JR., III et. al., continued.**

<b>H.R.S. Cause of Action</b>	<b>Description</b>	<b>Exhibit(s)</b>	<b>All Elements</b>	
			<b>Yes</b>	<b>No</b>
31) Haw. Rev. Stat. § 710-1060 Perjury in attempted theft, extortion, and conspiracy;	Sulla perjured himself by omitting civil cases ongoing from his post auction Affidavit.			
32) §425E-208. Liability for false information in a filed record.	The Promissory Notes are false; the Assignment of Promissory Notes containing fraudulent information too; the Quit Claim Deed filing contains falsified information; the Affidavit omits important information purposely; the 811-Malama St. is a false filing; Hester is NOT Lee's "Nephew"--that is a false filing; Lee's signature(s) on the Promissory Note is forged.			
33) Criminal contempt of court, under §710-1077(1)(g)	Sulla, ". . . knowingly disobeys or resists the process, injunction, or other mandate of a court" that ruled to deny foreclosure due to timely payments made as per all three Ibara Final Judgments; and evidenced resistance to process advancing in the appeals court by Sulla's fraudulent NJF;			
34) §16-39-501 Fraudulent practices of broker-dealers, broker-dealer agents, and agents of an issuer (H),	Sulla's new letter states he is a debt collection agent, the agent that issued the unlawful debt, not based on the mortgage, but his criminal condition of mind to extort unlawful debt or steal the property. However, he is not listed as registered in the state to be a money transmitter agent.			

Relevant Civil Cases:

The Royal Bloodline of David and Horowitz vs. Lee 04-1-0339 (Contract)

Lee vs. Horowitz et al. 05-1-0196 (Foreclosure): Lee is represented by sanctioned attorney Dan O’Phelan, and Horowitz represented by John Carroll

Horowitz vs. Lee et al. 09-1-0178 (Complaint for Mortgage Release) (Carroll firing in Strance’ Court)

Special Administration for Court Appointed Estate Steward for Release of Mortgage 9-1-166

Appeal of \$200K jury award No. 30293 in Honolulu (Sulla vs. Carroll)

Lee vs. Maise et al., 05-1-0235 (Contract, Fraud)

Maise vs. Lee 01-1-0444 (Contract)

Summary of Criminal Case of Attempted Theft, Theft, Conspiracy, Organized Crime Involving Sulla/Ritke/Hester:

<u>No.</u>	<u>Date</u>	<u>What Happened</u>	<u>Response</u>	<u>Result</u>
1.	January 6, 2004	Horowitz contracted to buy Lee’s “Inn” “Bed & Breakfast” in Pahoia for \$550K. Ritke/Lee Makes \$150K Extortion Demand to Horowitz to buy County roadway.	Horowitz and Glenn Hara contract.	Agreement for Closing Escrow constructed \$25K settlement.
2.	January 15, 2004	Escrow Closes. RBoD Corp and Horowitz buy property and trouble starts immediately.	Horowitz reports Lee to Hilo police.	Officer Alan Watanabe investigates Lee/Ritke’s foreclosure effort.
3.	January, 2004	Jason Hester pulls into town according to public record.	Uses false address in Pahoia	Later Lee/Sulla falsely name Hester as Lee’s “nephew.”
4.	Jan-Dec. 2004	Lee/Ritke try to put Horowitz out of business. Complaints to County, Insurance to shut Inn.	Horowitz responds to claims.	Enjoyment of property ceases as litigation begins.
5.	2004	Horowitz files lawsuit CV 04-1-339, but lacks resources to defend Corp.	Case dismissed without prejudice.	Lee files Certified Original Agreement for Closing Escrow in his answer through Paul Hamano.
6.	Spring, 2005.	Lee frustrated that he can’t foreclose due to “Agreement for Closing Escrow” paragraph one, dictated to Horowitz by Glenn Hara, Lee forges document to bring suit for lack of insurance and unpermitted construction.	Horowitz hires John Carroll	Carroll is out-foxed by sanctioned unethical attorney, Dan O’Phelan who represents LEE. O’Phelan operates criminally.
7.	2005 - 2008	Case continues and costs escalate to get to trial. Carroll grossing neglects bringing in witnesses, and expert witness on forged documents is lame. Ophelan and Lee lie, Carroll and expert Reed Hayes are vague, and jury questions stacked to blame Horowitz for Lee’s forgery. Judge Ibarra does not overrule that decision, even though Carroll wrote the judge knew Lee was responsible for the forgery.	Horowitz is crushed by verdict of forgery, but thankful for award of \$200K	Horowitz makes balloon payment in full as court ordered in Final Judgment. Maise is paid Lee’s debt according to garnishment orders from CV. 05-1-0235 and 01-1-1-0444.
8.	Spring 2009	Lee fails to release mortgage, and hires Paul J. Sulla, Jr. to vacate jury award. Sulla Sulla communicates with Carroll, and Carroll fails to defend vacating of award nearly 8 months after Horowitz is compelled to make full balloon payment to Maise.	Carroll grossly neglects defense or is complicit in conspiracy and larceny to damage Horowitz financially/emotionally.	Carroll files Motion to Compel Release of Mortgage in Ibarra court; Complaint to Release Mortgage in Strance’s Court (09-1-0178) and Special Administration for executor as Lee does
9.	May-June, 2009	Horowitz is represented by Gary Zamber while Zamber is partners with Sulla and Horowitz does not know this. Carroll is telling Zamber what is happening, and Zamber is informing Sulla, who beats Carroll in Ibarra court to vacate jury award.	Sulla is ghostwriting Lee’s filings; then makes himself known to Carroll by mid-to later May, 2009	Carroll and Horowitz are hoodwinked by Sulla/Lee/Ritke and in response to Carroll’s filings, they create a fake chuch into which they assign full value to the totally paid notes (i.e., unlawful debt)

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10.	May 15, 2009	Sulla/Lee/Ritke are in damage control realizing that Carrol has filed Motion to Compel Mortgage Release. They think of a scheme to continue foreclosure case for theft of the property. Sulla forges fraudulent promissory notes for filing and false assignment of the notes into a fake "church" that is technically a "fraudulent conveyance" of Lee's estate's assets, as a tax shelter and new plaintiff for foreclosure fraud.	Carroll does nearly nothing. Let's the fraud go, but contacts the Hilo police, as does Horowitz	Criminal case is neglected.
11.	May 15, 2009	Sulla's fake church at Ritke's house (811-Malama Street) is not officially formed, but the "church" receives \$375K worth of fake "Assignment of Mortgages" anyway, that were already paid off in full, but Sulla and Lee claimed they have full value.	Horowitz is shocked	Sulla substitutes church for Lee as plaintiff in case, to continue case as fraud
12.	May 28, 2009	Sulla files fake church paperwork with DCCA using Ritke's address. Hester witnesses. Lee's signature appears forged.	Carroll makes no response.	A new plaintiff if formed.
13.	Summer, 2009	Lee supposedly dies, and Hester takes over as Overseer of "church" at Ritke's house.	Carroll files Complaint 09-1-0178; and 9-1- 0166	Nothing.
13.	December, 2009	Second Amended Final Judgment issued by Ibarra vacates jury award in highly specious manner as though Ibarra conspired with Sulla with Carroll's knowledge.	Carroll files appeal.	Appeals Court opinion not known.
14.	Winter, 2010	Sulla notices Horowitz of default on mortgage even though Appeals court has not returned verdict.	Horowitz seeks better counsel than Carroll, and Zamber recommended	Horowitz pays Dubin \$6,000 for nothing. Dubin files nothing. Tells Horowitz not to worry as he Gary Dubin neglects threat of NJF, claiming there is nothing he can do.
15.	April, 2010	Sulla administers non-judicial foreclosure illegally, serving as auctioneer. After auction, Sulla files Quitclaim deed with Bureau of Conveyances	Title to property stolen. Tax office records pulls Horowitz ministry off of registry.	A number of other Sulla victims contact Horowitz. Horowitz posts auction video on Internet.
16.	July, 2011	Hester files, supposedly pro se, in District Court, Eviction Complaint.	Horowitz panicked, tells Dubin, who demands \$18,000.00 more money to defend.	Horowitz pays because he cannot defend the ministry pro se.
17.	Fall, 2011	Dubin assigned attorney King, and then Benjamin Brower to defend. King immediately moved to Court of dismiss case upon Sept. hearing. BUT Brower is assigned and screws up, files late, and begins negotiating with Sulla behind Horowitz's back, and against Horowitz's demands. Sulla and Brower file continuance--Fraud Before the Court.	The Court does not accept Brower's Motion to dismiss; and grants Sulla/Brower a continuance. Horowitz files pro se Motion for Sanctions against Sulla and Brower	Litigation and costs extended. Dubin fires Brower, and assigns Peter Stone to defend Horowitz and ministry.
18.	After Court hearing	Roxanne Joan Hampton immediately contacts Horowitz and Kane hours after Sulla and Hester get an eviction trial scheduled. Harassment insists they will lose case.	Kane files police report on threats	Unknown
19.	Winter, 2012	Peter Stone files good Motion to Dismiss, and gets the case terminated due to it being a matter of "title dispute."	Sulla and Hester retreat for a time.	Nothing.
20.	April, 2012	Sulla sends Horowitz another Demand for Payment not owed.	Horowitz replies as directed by Stone.	Unknown.

