

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 trial¹ 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

¹ 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:

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,

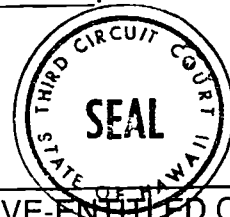
Fraudulent Finding of "FACT" indicting HOROWITZ and Judge Glenn S. Hara, as they co-constructed Agreement superseding Mortgage.

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

FILED

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

2008 JUL 22 PM 12: 05

L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE	)	CIVIL NO. 05-1-196
	)	(Foreclosure)
Plaintiff and)	
Counterclaim-	)	FINAL JUDGMENT
Defendant,)	
	)	Trial: Week of February 12, 2008
vs.)	
)	
LEONARD GEORGE HOROWITZ,	)	JUDGE RONALD IBARRA
JACQUELINE LINDENBACH HOROWITZ)	
AND THE ROYAL BLOODLINE OF DAVID,)	
JOHN DOES 1-10, JANE DOES 1-10, DOE)	
PARTNERSHIPS 1-10, DOE)	
CORPORATIONS 1-10, DOE ENTITIES,)	
DOE GOVERNMENTAL UNITS,)	
)	
Defendants and)	
Counterclaimants.)	

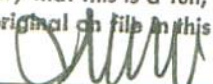
FINAL JUDGMENT

Pursuant to the Revised Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure Against All Defendants dated April 2, 2008; the Order Granting Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and The Royal Bloodline of David's Motion to Strike Plaintiff's Amended Complaint, filed on November 9, 2007, filed December 20, 2007, (Order filed March 18, 2008); the Order Denying Motion to Alter or Amend Judgment filed May 8, 2008; the Order Granting Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and the Royal Bloodline of David's

Exhibit C(2).

1

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

Motion to Strike Plaintiff's Amended Complaint, filed on November 9, 2007, filed December 20, 2007 (Order filed March 18, 2008); and the Order Awarding Attorney's Fees and Costs, filed March 25, 2008; and the Court having considered the jury verdict herein; and further pursuant to Rule 58 of the Hawaii Rules of Civil Procedure,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that final judgment is hereby entered as follows:

1. As to the Complaint for Foreclosure filed June 15, 2005, pursuant to the Findings of Fact and Conclusions of Law entered on April 2, 2008, judgment is entered in favor of Plaintiff CECIL LORAN LEE (hereinafter "Plaintiff LEE") and against Defendants and Counterclaimants LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID (hereinafter "Defendants HOROWITZ"). The remedy of foreclosure is denied but equitable relief has been granted.

2. As to paragraph 12 of the Complaint for Foreclosure filed June 15, 2005, pursuant to the jury's verdict, judgment is entered in favor of Plaintiff LEE and against Defendants HOROWITZ in the amount of FOUR HUNDRED DOLLARS and NO/100 (\$400.00) as and for compensation for the loss of his trailer.

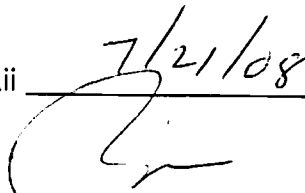

3. Pursuant to the jury's verdict, judgment for monetary damages is entered in favor of Defendants HOROWITZ in the amount of TWO HUNDRED THOUSAND DOLLARS and NO/100 (\$200,000.00) and against Plaintiff LEE.

4. As to the allegation of fraud, paragraph 13 of the Complaint for Foreclosure filed June 15, 2005, pursuant to the jury's verdict, judgment is entered in favor of Defendants HOROWITZ against Plaintiff LEE as the jury found the fraudulently altered Agreement for Closing was not the legal cause of Plaintiff LEE's losses.

5. Pursuant to the Order Awarding Attorneys' Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of NINE HUNDRED SEVEN DOLLARS and 98/100 (\$907.98) for attorneys fees and costs in favor of Defendants HOROWITZ and against Plaintiff LEE.

This final judgment disposes of all of the claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties. All other claims are dismissed.

DATED: Kealahou, Hawaii

7/21/08


JUDGE OF THE ABOVE-ENTITLED COURT

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FILED

FEB 25 2009

2009 FEB 23 PM 2:03

cc:
John Carroll, Esq.
Mr. Cecil Loran Lee
Mr. Philip Maise

C. GANDALIRA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE

Plaintiff and
Counterclaim-
Defendant,

vs.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ
AND THE ROYAL BLOODLINE OF DAVID,
JOHN DOES 1-10, JANE DOES 1-10, DOE
PARTNERSHIPS 1-10, DOE
CORPORATIONS 1-10, DOE ENTITIES,
DOE GOVERNMENTAL UNITS,

Defendants and
Counterclaimants.

CIVIL NO. 05-1-196
(Foreclosure)

AMENDED FINAL JUDGMENT

Trial: Week of February 12, 2008

JUDGE RONALD IBARRA

I hereby certify that this is a full, true and correct
copy of the original on file in this office.

Wanda
Clerk, Third Circuit Court, State of Hawaii

AMENDED FINAL JUDGMENT

Pursuant to the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th 2006 Counterclaim for Fraud and Misrepresentation, filed on October 15, 2008; the Revised Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure Against All Defendants dated April 2, 2008; the Order Granting Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and The Royal Bloodline of David's Motion to Strike Plaintiff's Amended Complaint, filed on November 9, 2007, filed December 20, 2007, (Order filed March 18, 2008); the Order Denying Motion to Alter or Amend Judgment filed May 8, 2008; the Order

Granting Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and the Royal Bloodline of David's Motion to Strike Plaintiff's Amended Complaint, filed on November 9, 2007, filed December 20, 2007 (Order filed March 18, 2008); and the Order Awarding Attorney's Fees and Costs, filed March 25, 2008; and the Court having considered the jury verdict herein; and further pursuant to Rule 58 of the Hawaii Rules of Civil Procedure,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that final judgment is hereby entered as follows:

1. As to the Complaint for Foreclosure filed June 15, 2005, pursuant to the Findings of Fact and Conclusions of Law entered on April 2, 2008, judgment is entered in favor of Plaintiff CECIL LORAN LEE (hereinafter "Plaintiff LEE") and against Defendants and Counterclaimants LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID (hereinafter "Defendants HOROWITZ"). The remedy of foreclosure is denied but equitable relief has been granted.

2. As to paragraph 12 of the Complaint for Foreclosure filed June 15, 2005, pursuant to the jury's verdict, judgment is entered in favor of Plaintiff LEE and against Defendants HOROWITZ in the amount of FOUR HUNDRED DOLLARS and NO/100 (\$400.00) as and for compensation for the loss of his trailer.

3. Pursuant to the jury's verdict, judgment for monetary damages is entered in favor of Defendants HOROWITZ in the amount of TWO HUNDRED THOUSAND DOLLARS and NO/100 (\$200,000.00) and against Plaintiff LEE.

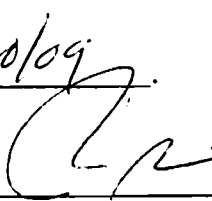
4. As to the allegation of fraud, paragraph 13 of the Complaint for Foreclosure filed June 15, 2005, pursuant to the Order Granting Plaintiff's Motion for Judgment as a Matter

of Law or Alternatively New Trial on Issue of Defendant's July 6th 2006 Counterclaim for Fraud and Misrepresentation, filed on October 15, 2008, judgment is entered in favor of Plaintiff LEE against Defendants HOROWITZ.

5. Pursuant to the Order Awarding Attorneys' Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of NINE HUNDRED SEVEN DOLLARS and 98/100 (\$907.98) for attorneys fees and costs in favor of Defendants HOROWITZ and against Plaintiff LEE.

This final judgment disposes of all of the claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties. All other claims are dismissed.

DATED: Kealahou, Hawaii

2/20/09


JUDGE OF THE ABOVE-ENTITLED COURT



FILED

cc: P. Sulla, Esq.

J. Carroll, Esq.

P. Maiser, Esq.

2009 DEC 11 PM 4:19

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

L. MOCK CHEW, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

JASON HESTER, AS SUCCESSOR
OVERSEER OF THE OFFICE
OVERSEER, A CORPORATE SOLE AND
ITS SUCCESSOR OVER AND FOR THE
POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS,

Plaintiff and Counterclaim Defendant,

vs.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ,
AND THE ROYAL BLOODLINE OF DAVID,
JOHN DOES 1-10, JANE DOES 1-10, DOE
PARTNERSHIPS 1-10, DOE ENTITIES,
DOE GOVERNMENTAL UNITS,

Defendants and Counterclaimants,

and

PHILIP MAISE,

Intervenor.

Civil No. 05-1-196

SECOND AMENDED FINAL
JUDGMENT

JUDGE RONALD IBARRA

SECOND AMENDED FINAL JUDGMENT

This matter came before the Honorable Ronald Ibarra pursuant to Order
Dismissing Appeal for Lack of Appellate Jurisdiction, filed by the Intermediate Court of
Appeals on October 6, 2009.¹

I hereby certify that this is a full, true and correct
copy of the original on file in this office.

G. H. Chan

Clerk, Third Circuit Court, State of Hawaii

¹ Cecil Loran Lee, Plaintiff/Counterclaim-Defendant/Appellant, v. Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and The Royal Bloodline of David, Defendants/Counterclaim-Plaintiffs/Appellees, and John Does 1-10, Jane Does 1-10, Doe Partnerships 1-10, Doe Corporations 1-10, Doe Entities, Doe Governmental Units, Defendants; Appeal from the Circuit Court of the Third Circuit (Civ. No. 05-1-196) No. 29841

REC

DEC 15 2009

The court reviewed the complete record and file of the case.² A jury trial commenced on February 12, 2008. Pursuant to the jury's findings this court issued Findings of Fact, Conclusions of Law, and Order Denying Decree of Foreclosure Against All Defendants, filed on April 2, 2008, and entered Final Judgment on July 22, 2008. On October 15, 2008, this court entered an Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that final judgment on the Complaint for Foreclosure filed June 15, 2005³ is hereby entered as follows:

As to the claim for foreclosure, judgment is entered in favor of Defendants and against Plaintiff, but equitable relief has been granted. Foreclosure was requested on the basis that Defendants failed to provide property insurance, not because of default on the promissory notes and mortgage.

As to the claim for deficiency judgment, judgment is entered in favor of Defendants and against Plaintiff.

As to the two claims for waste, judgment is entered in favor of Defendants and against Plaintiff.

As to the claim for trespass to chattels based on destruction of Plaintiff/Counterclaim Defendant Lee's trailer, judgment is entered in favor of Plaintiff and against Defendants, and damages of \$400.00 is awarded.

² The Order for Substitution of Plaintiff filed August 31, 2009 substituted Jason Hester, as Successor Overseer of the Office of Overseer, A Corporate Sole and Its Successors Over and For the Popular Assembly of Revitalize, a Gospel of Believers for the previously-named plaintiff, Cecil Loran Lee.

³ Although Plaintiff filed an Amended Complaint for Foreclosure on November 9, 2007, it was struck because of improper service by the Order Granting Defendants Leonard Horowitz, Jacqueline Lindenbach Horowitz, and The Royal Bloodline of David's Motion to Strike Plaintiff's Amended Complaint Filed on November 9, 2007, Filed 12/20/07, filed on March 18, 2008. This left Plaintiff's original Complaint for Foreclosure, filed June 15, 2005, standing as his claims for relief.

As to the two claims for conspiracy, judgment is entered in favor of Defendants and against Plaintiff.

As to the claim for fraud against Intervenor Maise and Defendant Leonard George Horowitz based on trespass to chattels and/or deprivation of mortgage payments, judgment is entered in favor of Intervenor Maise and Defendant Leonard George Horowitz and against Plaintiff.

As to the claim for fraud against Defendants Horowitz and The Royal Bloodline of David for changing the DROA (deposit receipt offer and acceptance), judgment is entered in favor of Plaintiff and against Defendants.⁴

As to the claim for breach of contract for failure to keep property insurance, judgment is entered in favor of Plaintiff and against Defendants. Equitable relief was ordered by requiring Defendants to carry insurance.

IT IS FURTHER ORDERED that the following relief be had from the Defendants' Counterclaims, filed July 6, 2006:

As to the claim for abuse of process and malicious prosecution, judgment is entered in favor of Plaintiff and against Defendants.

Pursuant to the jury's verdict of February 21, 2008, the count for misrepresentation and fraud, judgment was entered in favor of Defendants and against Plaintiff, but this relief was VACATED by the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation, filed October 15, 2008.⁵

⁴ Although the jury verdict of February 21, 2008 found that the DROA was fraudulently altered, they also found that this alteration was not the legal cause of Plaintiff's losses, so no damages were awarded to Plaintiff Lee.

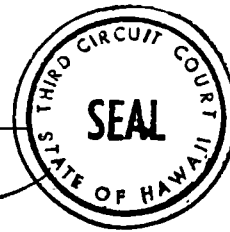
⁵ The \$200,000 jury award in favor of Defendants and against Plaintiff Lee for fraud was vacated by the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue

Pursuant to the Order Awarding Attorneys' Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight cents (\$907.98) for attorney fees and costs in favor of Defendants and against Plaintiff.

This final judgment disposes of all claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties to be addressed.

DATED: Kealahou, Hawaii;

12/10/09



The Honorable Ronald Ibarra

of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation filed October 15, 2008. It was erroneously reinstated by this court's Amended Final Judgment filed February 23, 2009. It is clarified that there is no award for \$200,000 for the claim of fraud as this court found that it was not plead with particularity and struck the claim for fraud on October 15, 2008, thereby eliminating the jury's finding, which was that Plaintiff Lee committed fraud or misrepresentation with the sale of the property, and this fraud was the cause of Defendants' damages and therefore the jury awarded special damages of \$200,000.

FILED

cc: Paul Sulla, Esq.
John Carroll, Esq.
Leonard George Horowitz

2013 SEP 12 PM 1:45

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

HENRIETTA CHONG, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

JASON HESTER, OVERSEER THE
OFFICE OF OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS
SUCCESSORS, OVER/FOR THE
POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS,

Plaintiff,

vs.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ,
AND THE ROYAL BLOODLINE OF DAVID,
JOHN DOES 1-10, JANE DOES 1-10, DOE
PARTNERSHIPS 1-10, DOE ENTITIES,
DOE GOVERNMENTAL UNITS,

Defendants.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ,
AND THE ROYAL BLOODLINE OF DAVID,

Counterclaimants,

vs.

JASON HESTER, OVERSEER THE
OFFICE OF OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS
SUCCESSORS, OVER/FOR THE
POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS,

Counterclaim Defendant.

Civil No. 05-1-196K

THIRD AMENDED FINAL
JUDGMENT

Jury Trial: beginning on February 12,
2008

JUDGE RONALD IBARRA

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

THIRD AMENDED FINAL JUDGMENT

This matter comes before the above-referenced Court pursuant to Order Dismissing Appeal for Lack of Appellate Jurisdiction (Order), filed by the Intermediate Court of Appeals (ICA) on January 23, 2013¹. The ICA in its January 23, 2013 Order, decided that the Second Amended Final Judgment “does not satisfy the requirements for an appealable judgment under HRS § 641-1(a), HRCP Rule 54(b), or the holding in Jenkins,” because final judgment had not been entered on Defendants and Counterclaimants’ counterclaim for fraud and misrepresentation. Having fully reviewed the record and files herein, and for good cause shown, including that this Court, in its October 15, 2008 Order Granting Plaintiff’s Motion for Judgment as a Matter of Law or Alternatively New Trial on issue of Defendants’ July 6, 2006 Counterclaim for Fraud and Misrepresentation decided, “judgment in favor of Plaintiff and Counterclaim Defendant shall be entered on the issue of Defendants’ Counterclaim for Fraud and Misrepresentation as Defendants and Counterclaimants’ failed to plead fraud or misrepresentation as to the sale of the property with particularity,”

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The Second Amended Final Judgment is amended to include:

As to Defendants/Counterclaimants’ Counterclaims filed July 6, 2006, Claim A, Misrepresentation and Fraud: Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of

¹ No. 30293, Jason Hester, Overseer the Office of Overseer, A Corporate Sole and His Successors, over/for the Popular Assembly of Revitalize, a Gospel of Believers, Plaintiff/Counterclaim Defendant-Appellee v. Leonard George Horowitz and Jacqueline Lindenbach Horowitz, Defendants/Defendants in Intervention-Appellants, and The Royal Bloodline of David, Defendant/Defendant in Intervention/Counterclaimants-Appellants, and Philip B. Maise, Plaintiff in Intervention/Cross-Claim Defendant, Appeal from the Circuit Court of the Third Circuit (Civil No. 05-1-196).

Believers and against Defendants/Counterclaimants Leonard George Horowitz,
Jacqueline Lindenbach Horowitz and The Royal Bloodline Of David.

DATED: Kealahou, Hawai'i; SEP 11 2013

/s/ Ronald Ibarra (seal)
The Honorable Ronald Ibarra