

Jul 10 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, Beaufort County Master-in-Equity

APPELLATE CASE No: 2024-000660

Legal Services Funding Corp.

Plaintiff

v.

Patricia E. Lane, Kevin J. Lane, Timothy J. Lane, and Matthew W. Lane, Appellants,

AND

Patricia E. Lane, Kevin J. Lane, Timothy J. Lane, and Matthew W. Lane, Appellants,

v.

Robert M. Lane, Richard Friedman,

Third Party Defendants,

Of whom Robert M. Lane is the

Respondent.

**APPELLANTS' RETURN TO ROBERT M. LANE'S MOTION TO REINSTATE
APPEAL**

Under Rule 240(e) SCACR, the Appellants, Patricia E. Lane, Kevin J. Lane, Timothy J. Lane, and Matthew W. Lane (collectively "Appellants") hereby respond to the Motion to Reinstate Wrongfully Dismissed Appeal Under Rule 260, dated July 1, 2024("Motion'), attached as Exhibit 1 hereto, filed by Respondent Robert M. Lane. ("Respondent Lane ").¹ For the reasons discussed

¹ Appellants' counsel received in the US mail Respondent Lane's Motion on July 8, 2024. However, a review of the Court's Case Management System ("CMS") through July 10, 2024 does not show said Motion was ever filed with the Court. For this reason, counsel has attached said Motion as Ex. 1 hereto.

below, said Motion should be denied and the Order dismissing Respondent's appeal should be upheld.

1. Procedural History

Marvin H. Dukes, Beaufort County Master-In-Equity, issued his Amended Final Order in this matter on March 12, 2024 ("Final Order"). Respondent Lane, *pro se*, filed his Notice of Appeal on April 19, 2024. Respondent Lane filed his appeal without providing an e-mail address to the Court. Pursuant to § 7 of the Affidavit of Respondent Lane, attached as Exhibit 4 to his Motion, he stated the "Clerk of Court" ² on April 12, 2024 returned his Notice of Appeal and cashier's check for \$150, with no transmittal letter. It appears Respondent Lane took no action in response to the return of his initial appellate filing.

On June 24, 2024 the Clerk of this Court issued two letters to Respondent Lane. The first letter was the standard opening letter providing information on the appeal moving forward and providing the web address to review all filed pleadings and Orders. The second letter was a deficiency letter, advising Respondent Lane of three filing defects, namely: 1. Final Order not attached to Notice of Appeal; 2. Filing fee of \$250 not paid; and 3. No proof of Service. Both letters were sent to the address provided by Respondent Lane in his Notice of Appeal. No response was made by the Respondent Lane, and by Order dated May 29, 2024, this Court dismissed his appeal due to the above three deficiencies. This Order was mailed to Respondent Lane at the address he provided.

As noted above, on July 8, 2024 Appellant's counsel received in the US mail Respondent Lane's Motion. It does not appear in the Court's CMS as of the filing of this Return.

²Counsel for Appellant is assuming this reference to "Clerk of Court" is to the Beaufort County Clerk of Court since no reference to this return is found in this Court's CMS.

2. Robert Lane's Litigation Experience

Prior to the discussion of the legal arguments as to why Respondent Lane's Motion should be denied, the Court should be aware that it is not dealing with a typical *pro se* litigant with limited knowledge of the appellate process. Respondent Lane has personally been involved as his own attorney in more litigation and appeals than most of the South Carolina bar. Attached as Exhibit 2 to this Return is the December 8, 2022 Order of Kathleen D. Parker, United States Bankruptcy Judge, in the case of *In Re: Robert M. Lane*, United States Bankruptcy Court for the District of Wyoming, Case No: 11-20398, Adv. Pro. No 20-02018. ("Bankruptcy Order").³ This was an Adversary Proceeding against Respondent Lane filed by various creditors, law firms, and individual attorneys who had been repeatedly sued by Respondent Lane. Said parties sought a permanent injunction against him for filing any additional litigation involving his 2011 Bankruptcy. In a very detailed, extensive Order, Judge Parker found Respondent Lane to be a serial litigator, filing a large number of claims in numerous courts throughout the country under his own name, fictitious parties, and entities he controlled. This involved at least 11 lawsuits filed over a period of seven (7) years, including at least 51 appeals, and hundreds and hundreds of docket entries in each case. All cases and the 51 appeals were unsuccessful. The Court summarized the litigation history of Respondent Lane on pages 48 and 49 of the Bankruptcy Order, as follows:

Between November 2013 and August 2020, Mr. Lane caused eleven lawsuits arising from and relating to the Bankruptcy Case to be filed in state or federal courts in jurisdictions across the country. The cases sought between \$220 million and \$262 million in compensatory damages and \$66 million in punitive damages. Each was dismissed on motions or for failure to prosecute or resulted in the courts sanctioning Mr. Lane. However, that does not mean defending the lawsuits

³ This Order is subject to an appeal filed by Respondent Lane.

required little effort. In the lawsuits against Plaintiffs alone, excluding the Texas Cases, at least 615 filings were made. Similarly, since Plaintiffs moved to reopen the Bankruptcy Case and filed this adversary proceeding, over 800 filings have been made. Mr. Lane also generated an extraordinary volume of appellate litigation. Excluding an appeal Mr. Lane took shortly before trial, 51 appeals were taken from orders entered in the Bankruptcy Case and related cases by Mr. Lane or under Mr. Friedman's, Mr. Plimpton's, or Christopher's names. Mr. Lane was not successful in any one of those appeals, and a substantial number of the appeals were dismissed involuntarily.

It is clear Respondent Lane is a very experienced litigator with extensive appellate experience and should be bound by the appellate court rules just like any other litigant. It should also be noted that Judge Parker found Respondent Lane lacked credibility, was deceptive, applied third parties signatures to numerous filings, and even created a fictitious person in connection with his litigation efforts. Bankruptcy Order, p. 69.

3. Respondent Lane's Motion Should be Denied.

a. Motion Not Timely Filed

Rule 260(a) SCACR requires a motion to reinstate an appeal to be filed within 15 days of the order of dismissal. The order of dismissal was filed on May 29, 2024. While Appellants' counsel received a copy of the Motion on or about July 8, 2024, said Motion has never been filed with this Court, much less within the 15 day requirement.

b. No Good Cause Shown

Even if the Motion were timely filed, it should not be granted because Respondent Lane has not shown any credible evidence supporting a good cause finding. All of the mailings by this Court were sent to the mailing address he provided. In addition, pursuant to § 7 of his own affidavit,

he states he received on April 12, 2024, apparently from the Beaufort County Clerk of Court, the return of his Notice of Appeal and tendered filing fee of \$150, but took no action to determine why it was returned. Respondent Lane has simply ignored the Court rules and made no effort to comply with the appellate process, even when pleadings were returned to him.

A party filing an appeal has an obligation to abide by the appellate court rules, especially a litigant with such experience in filing and handling appeals on his own behalf. If this appeal is reinstated under these facts, in reality no time deadlines or rules will be ever applicable to the Respondent Lane, as he will continually argue he never received notices from the Court or opposing counsel or that the rules simply do not apply to him.

4. Conclusion

For the reasons discussed above, Respondent Lane's Motion should be denied. The Order dismissing his appeal should be upheld.

July 10, 2024

/s/ Russell P. Patterson
Russell P. Patterson
Russell P. Patterson, P.A.
SC Bar No.: 4375
P.O. Box 8047
Hilton Head, SC 29938
(843) 341-9300
russell@russellpattersonlaw.com
Attorneys for Appellants

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STATE OF SOUTH CAROLINA

COURT OF APPEALS

Appeal from Beaufort County

Court of Common Pleas

Appeal from Case#2019-CP-07-00617

Marvin H. Dukes. Master-in-Equity

Special Circuit Court Judge for Beaufort County

Appellate Case#2024-000660

Robert M. Lane, Pro Se

Plaintiff/Defendant/Appellant/Appellee

v.

Kevin J. Lane

Patricia E. Lane

Matthew W. Lane

Timothy J. Lane

Plaintiffs/Defendants/Appellants/Appellees

Represented by Russell Patterson, Esq.

MOTION TO REINSTATE WRONGLY DISMISSED APPEAL UNDER

RULE 260

Now here comes Robert M. Lane, Plaintiff/Appellant, filing this Motion to Reinstatement Wrongfully Dismissed Cross Appeal Under Rule 260. Robert Lane hereby requests that the Court of Appeals reinstate his cross appeal in accordance with South Carolina Judicial Branch Rule 260 based upon the fact that the Court of

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2/8/24
mailed
7/1/24

Appeals failed to give him notice either via U.S. Mail or electronically via e-mail of any deficiencies in his filings. These deficiencies could have been easily corrected and indeed are now corrected in this filing. Further, the Court failed to timely advise him that his case was dismissed. He learned that his cross appeal had been dismissed without notice to him when he telephoned the Court of Appeals Clerk's Office on June 24, 2024. He is filing this timely request to reinstate his case due to the court's failure to notify him.

FACTS

1. The Beaufort County Court of Common Pleas entered its order in this property partition case on March 12, 2024 (EXHIBIT 1).
2. Robert Lane filed a timely Notice of Appeal and Notice of Self-Representation with the Beaufort County Court of Common Pleas along with a \$150.00 filing fee in the form of a cashier's check (EXHIBITS 2 & 4).
3. The Notice of Appeal was mailed via Federal Express overnight service (Tracking#273268858467) on April 10, 2024 and arrived at the Beaufort County Court of Common Pleas at 11:32 AM on April 11, 2024. See Federal Express proof of delivery attached (EXHIBIT 3).

4. Simultaneously with filing the Notice of Appeal and Notice of Self-Representation with the to the Court of Common Pleas, a copy with mailed via U.S. Mail to the State of South Carolina Court of Appeals.
5. The Notice of Appeal and Notice of Self-Representation both included contact information for Plaintiff/Appellant Robert Lane (EXHIBIT 4).
6. On April 12, 2024, the Clerk's Office returns Robert Lane's Notice of Appeal and cashier's check for \$150.00. No letter accompanies the return nor is there any explanation for why the Clerk did not file the Notice of Appeal. (EXHIBIT 4)
7. On April 19, 2024, the Court of Appeals files Robert Lane's Notice of Appeal for the Cross Appeal in its docket (EXHIBIT 5).
8. On April 24, 2024, the Court of Appeals docket shows a Deficiency Notice sent (EXHIBIT 5).
9. Robert Lane did not receive said Deficiency Notice via U.S. Mail nor via e-mail to his e-mail address. He also did not receive a phone call from the Court (EXHIBIT 4).
10. Not having heard from Robert Lane, the Court dismissed his Cross Appeal on May 29, 2024 (EXHIBIT 5).
11. Robert Lane did not receive the Notice of Dismissal either via U.S. Mail or electronically to his e-mail (EXHIBIT 4)

12. Robert Lane could have easily corrected the deficiencies which he subsequently learned of with his phone call with the Clerk's Office on June 24, 2024. The deficiencies were failure to attach a copy of the Court's Order and failure to pay a \$250 filing fee (EXHIBIT 4).
13. Robert Lane did receive copies of other Court's filings dated June 17, 2024 and June 20, 2024 via U.S. Mail. The Court also sent the June 20th filing via e-mail to his address of robertmlane@ymail.com. This was the first e-mail that Robert ever received from the Court. (EXHIBIT 4).
14. It was clear that the Court had Robert's e-mail address (EXHIBIT 4).
15. Robert Lane called the Clerk's Office at 12:54 PM ET on June 24, 2024. Robert was horrified to learn that the Court had dismissed his appeal. Robert advised the Clerk's office that he had not received the Deficiency Notice nor the Notice of Dismissal either via U.S. Mail or e-mail (EXHIBIT 4).
16. Robert believes that the Court made a mistake in not timely notifying him of either the deficiency of the filing or the dismissal. Robert attaches the order herein addressing the first deficiency (EXHIBIT 2) and the \$250 filing fee if the Court issues an order reinstating his appeal (EXHIBIT 4).
17. Robert Lane does not believe that he should not be denied his appeal due to the Court's error (EXHIBIT 4).
18. Robert Lane believes that his appeal has legal merit (EXHIBIT 4).

19. Robert Lane believes that he has good cause for requesting reinstatement of his case (EXHIBIT 4).

20. The case is still pending as of today's date and has not been closed (EXHIBITS 4 & 5)

LEGAL ARGUMENT

Robert Lane requests that his appeal be reinstated in accordance with South Carolina Rule 260, Dismissal and Reinstatement. Under Rule 260, a case may be reinstated by leave of the Court for good cause.

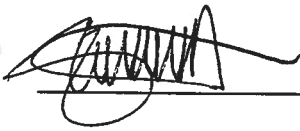
Robert files his motion for reinstatement within 15 days after learning on June 24, 2024 that his case was dismissed. Robert Lane further believes that he has good cause---he was not informed of the deficiencies or dismissal until June 24, 2024. Under South Carolina law, it is considered good cause to have an appeal reinstated when a party has not received orders from a governmental entity. Matute v. Palmetto Health Baptist, 705 SE 2d 472, 391 SC 291 (SC Ct. App, 2011). Good cause is a standard designed to excuse honest, harmless human mistakes so a case may be judged on its merits rather than its missteps. S.C. Ins. Co. v. James C. Greene & Co., 290 S.C. 171, 188, 348 S.E.2d 617, 626 (SC Ct. App. 1986).

Lastly, Robert's appeal has legal merit.

CONCLUSION

The Court is requested to take leave and reinstate Robert Lane's appeal for good cause---mainly that he was not notified of the deficiencies of the case or the dismissal. Robert has now cured the deficiencies by attaching the order herein and enclosing payment for \$250.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Robert M. Lane', is written over a horizontal line.

Robert M. Lane
4616 W. Sahara #589
Las Vegas, NV 89102
e-mail-robertmlane@ymail.com
Phone: (702)-292-4797

Dated July 1, 2024

CERTIFICATE OF SERVICE

The Motion to Reinstate Wrongly Dismissed Appeal Under Rule 260 was mailed on
July 1, 2024 to all appellees/defendants via their counsel:

Russell Patterson, Esq.
P.O. Box 8047
Hilton Head Island, SC 29928

Sincerely,

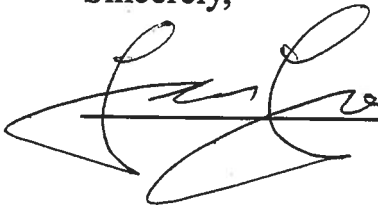


EXHIBIT 1

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

LEGAL SERVICES FUNDING CORP.,)

Plaintiff,)

vs.)

KEVIN J. LANE, PATRICIA E. LANE,)
TIMOTHY J. LANE, AND)
MATTHEW W. LANE,)

Defendants,)

PATRICIA E. LANE, KEVIN J. LANE,)
TIMOTHY J. LANE, AND)
MATTHEW W. LANE,)

Third-Party Plaintiffs,)

vs.)

ROBERT M. LANE, RICHARD)
FRIEDMAN,)

Third-Party Defendants.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2019-CP-07-617

AMENDED FINAL ORDER

The Court issued its Final Order in this matter on January 19, 2024 ("Original Order"). Thereafter, the Plaintiff filed a Motion for Reconsideration, dated January 26, 2024 and the Lane Defendants and Third- Party Plaintiffs filed a Motion for Reconsideration on January 29, 2024. This Court has decided not to grant either motion except as to remove the debit for the use of the Property for the two(2) months (July 29, 202 to September 30, 2020) the Property was not habitable due to mold and water damage. (D. Ex. 36(c) This Amended Order incorporates said single change to the Original Order.

1. This partition action came before me for a final hearing at the Beaufort County Courthouse on Wednesday, November 15, 2023. Appearing for the Plaintiff was William M.

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Bowen and appearing for the Defendants and Third-Party Plaintiffs was Russell P. Patterson. As noted below, the Third-Party Defendants Robert M. Lane and Richard Friedman are in default in this matter.

After consideration of the legal memorandum submitted by counsel both before and after trial, and the extensive testimony and documentary evidence admitted at trial, this Court makes the following Findings of Fact and Conclusions of Law in granting the partition request.

A. Procedural History

2. Legal Services Funding Corp. ("Legal Services") originally filed a partition action as to Unit E-5 Sailmaster, a condominium located on Hilton Head Island (TMS R510-015-000-0202-D016 – "Property") on October 27, 2016 (CA No: 2016-CP-07-2295 - "Original Partition Action"). The defendants in that action, the Estate of Patricia A. Lane, and the named Defendants in this action, on February 1, 2017, filed an Answer and Counterclaim seeking to enforce an option discussed below on Page 4. Thereafter, pursuant to a Form 4 Order, dated May 3, 2017, the Original Partition Action was dismissed by this Court due to the failure of Legal Services to pay the \$125 reference fee.

3. Some two (2) years thereafter, Legal Services filed the instant case, an almost identical Complaint on March 18, 2019, seeking a partition sale of the Property and a cause of action for unjust enrichment for the fair market value of the rents on the Property. At the time this action was filed, title was held one-half (1/2) by the Plaintiff Legal Services Funding Corp (D. Ex. 5) and one-half (1/2) by the Defendants, Patricia E. Lane, Kevin J. Lane, Mathew W. Lane, and Timothy J. Lane (D. Ex. 6). There are no mortgages on the Property. The Defendants on July 24, 2019 gave notice of their Notice of Exercise of Right of First Refusal, under § 15-61-25(A), to purchase the interest of Legal Services.

4. On April 15, 2021, the Defendant Patricia E. Lane filed an Amended Answer, Counterclaim and Third Party Complaint against Robert M. Lane and Richard Friedman ("Amended Answer, Counterclaim and Third Party Complaint"). The Third Party Defendants Robert M. Lane and Richard Friedman were duly served and failed to respond in a timely manner to said pleadings. They were found to be in default. (April 14, 2022 Order Denying Third-Party Plaintiffs' Motion to Dismiss, p. 12). Legal Services did timely respond to the Amended Answer, Counterclaim and Third Party Complaint on April 29, 2021.

5. Thereafter, the Defendant Robert M. Lane filed a Motion to Dismiss Default, dated March 31, 2022. This Court, by Order dated March 8, 2023, denied said Motion and found Robert M. Lane in default. Under Rule 55 SCRCP the allegations of the Third Party Complaint are deemed admitted by Robert M. Lane and Richard Friedman.

6. The Causes of Action against Robert M. Lane and Richard Friedman, subject to the Order of Default and therefore deemed admitted, are as follows:

A. Fraudulent Conveyance (Conveyance of Ownership Interest in Legal Services from Robert M. Lane to Richard Friedman)

1. That at the time Robert M. Lane was aware of the debt due Patricia E. Lane, he transferred for no consideration his interest in Legal Services to Richard Friedman.
2. That Robert M. Lane did not retain sufficient assets to properly pay said debt, not merely at the time of the transfer of said corporate interest, but at any time thereafter.
3. Said transaction was intended to defraud lawful creditors of Robert M. Lane, namely Patricia E. Lane.

B. Piercing the Corporate Veil (Robert M. Lane owner Legal Services)

1. Patricia E. Lane obtained a judgment against Robert M. Lane for \$129,891 in the U.S. District Court of Wyoming on January 9, 2018. That said judgment was domesticated in Beaufort County on May 31, 2019.
2. That at all times relevant, Legal Services was undercapitalized, failed to observe corporate formalities, and lacked corporate records. Further, Robert M. Lane siphoned off funds of Legal Services, and that Legal Services was a mere façade for the benefit of Robert M. Lane.

C. Execution on Judgment

1. That this Court find that the ownership interest in Legal Services is held by Robert M. Lane.
2. That since Patricia E. Lane holds a \$129,899 judgment (plus interest) against Robert M. Lane, any monies found to be due Robert M. Lane or Legal Services in this partition action be first applied to the judgment debt.

B. Legal Discussion

(1) Enforcement of Option

7. The Defendants seek the enforcement of a March 5, 1992 Option granted by ILMMB, through Robert M. Lane, as President, in favor of his parents, Patricia A. Lane and Robert F. Lane ("Parents"), for \$1.00 (D. Ex. 8). Said Option was conveyed to the Parents as a gift and there was no evidence it had ever been withdrawn, terminated or cancelled. Defendants assert said Option was exercised on two (2) separate occasions. On April 16, 2016, Patricia E. Lane, as attorney-in-fact under a recorded Power of Attorney from her mother, provided notice of

the exercise of the Option to Robert M. Lane and his company, ILMMB, the then record owner of the Property (D. Ex. 10). No response was made by said parties.

8. Thereafter, on February 9, 2021, after both Parents had passed away, Patricia E. Lane and Kevin J. Lane, in their capacities as heirs of their Parents, again provided notice to Robert M. Lane, ILMMB and Legal Services, the then owner of the Property, of the exercise of the Option (D. Ex. 11). Again, no response was made by said parties.

9. This Court finds that the Option is not enforceable since there was no initial consideration provided to support the formation of a binding contract.

2. Partition Accounting

10. As the Court has rejected the Defendants' claims seeking to enforce the Option, the remaining issue before the Court is an accounting typical of a customary partition action.

With certain modifications, the Court adopts Defendants' accounting admitted into evidence as D. Ex. 42. A discussion of each component of the accounting follows.

- a. Fair Market Value of Property ("FMV") – The Defendant put into evidence a current appraisal by Steve Lindsay, a licensed appraiser, showing a fair market value of the Property at \$575,000 (D. Ex. 40). The Court adopts said value. This equates to \$287,500 to each party ($\$575,000/2$).
- b. Regime Fees/Property Taxes/Insurance/Shipyard Fees – Defendant Patricia E. Lane, who has lived in the Property since 2008, has paid 100% of the regime fees (\$51,551.67), property taxes (\$22,702.62), Shipyard Property Owner Association fees (\$500), and HOG Insurance Assessment (\$4,809.09). These expenses total \$79,563.38.

- c. Mold Repairs – The Court finds that there was water intrusion and mold damage to the Property not covered by any insurance. While Defendants claim total damages of \$25,045.56 (D. Ex. 36), this Court is deducting hotel rooms (\$9,382.75) and meals (\$418.96) paid by the Defendants during repairs, when Patricia E. Lane was forced to vacate the Property, upon the basis it is not reasonable or appropriate for these expenses to be charged Plaintiff in this Partition action. Thus, the total allowed expenses for Mold Repairs is adjusted to \$15,243.85 (\$25,045.56 – (\$9,382.75 + \$418.96)).
- d. Total Property Expenses Paid by Defendant – Based on the above, the Defendants have paid from February 1, 2019 through the hearing date a total of \$94,807.23 in Property expenses (\$51,551.67 + \$22,702.62 + \$500 + \$4,809.09 + \$15,243.85). One-half (1/2) of these expenses, or \$47,403.61 (\$94,807.23/2) should be deducted from the Plaintiff's one-half share of the FMV of the Property.
- e. Fair Rental Rates – I find and conclude the fair rental rate or charge due the Plaintiff is as testified by the Defendant, Patricia E. Lane and as set forth in D. Ex. 50. The total fair market rents on the Property from February 1, 2019 through trial was \$153,600. I have deducted two(2) months' rent, or \$4800 (2 x \$2400: D. Ex. 50) due to the fact that the Property was not habitable due to the mold and water remediation that took place from on or about July 29, 2022 to September 30, 2020. With this deduction, the total fair market rental is \$148,800.(\$153,600- \$4,800). Plaintiff is entitled to a credit of one-half (1/2) of this total, or \$74,400 (\$148,800/2). This amount should be added to the monies due and owing to the

Plaintiff in the Partition accounting. I do not find the Plaintiff's representative Robert M. Lane's testimony on this issue as credible or persuasive.

- f. Federal Court Judgment (D. Ex. 51) – Defendant Patricia E. Lane testified at length as to a January 9, 2018 judgment in her favor against the Third-Party Defendant Robert M. Lane in the principal amount of \$129,899 filed in the U.S. District Court for the District of Wyoming (Civil No.: 15-CV-155-F) (D. Ex. 51 - "Judgment"). Said Judgment has been domesticated in South Carolina (Judgment Roll 2019CP071280) and remains unsatisfied. Under 28 U.S.C.A. 1961(a), the interest that has accrued on said Judgment is \$14,711.58 through December 20, 2023 (per diem \$6.70) (See attached Exhibit 1). Thus, the total due on said judgment is \$144,610.58 (\$129,788 + \$14,711.58). Based on the deemed admitted allegations of the Third-Party Plaintiff's Amended Answer, Counterclaim and Third-Party Complaint, I find and conclude that Legal Services is the alter ego of Robert M. Lane and this Court should pierce the corporate veil and set-off, or reduce any monies due Plaintiff as a result of this Partition action the Judgement Payoff. This finding is further supported by the findings and conclusions of Judge Cathleen D. Parker in her December 8, 2022 Order filed in the United States Bankruptcy Court, for the District of Wyoming (Adv. Pro. No. 20-02018) (D. Ex. 29), the testimony of Patricia E. Lane, and the testimony of Richard Friedman in the Robert M. Lane Bankruptcy Adversary Proceeding (D. Ex. 52).
- g. Defendant Attorney Fees and Costs – This Court has carefully considered the Affidavit of Attorney Fees submitted by Defendant's counsel requesting \$63,837.04 in attorney fees and costs (D. Ex. 41). This Court has taken into

consideration the very extensive amount of time and effort involved in this case over the four (4) years and eight (8) months it has been pending. The issues involving the Option, the accounting for a period of over four and one-half (4½) years, and the very extensive bankruptcy proceeding of the Third-Party Defendant Robert M. Lane, support the detailed billing records of the amount of time reasonably related to this matter. The hourly rates charged are comparable to counsel in our area with similar experience. Mr. Patterson has tried many cases before this Court and enjoys an excellent reputation. Under Section 15-61-110 of the SC Code of Laws, I find that the Plaintiff should be responsible for one-half (1/2) of these fees and costs, or \$31,918.52 (\$63,837.04/2).

- h. Final Accounting – Based upon the above, I find and conclude the Plaintiff is entitled to the sum of \$140,367.39 for its one-half interest in the Property, as follows:

1. (1/2) Fair Market Value	\$287,500.00
2. <u>Less:</u> ½ Expenses Paid by Defendant	(47,403.61)
3. <u>Plus:</u> ½ Rents Due Plaintiff	74,400.00
4. <u>Less:</u> Judgement Payoff per Diem of \$6.70 from 12/20/23	(144,610.58)
5. <u>Less:</u> ½ Defendant's Attorney Fees and Costs	<u>(31,918.52)</u>
6. <u>Total Due Plaintiff</u>	<u>\$ 137,967.29</u>

- i. Payment by Defendant of Total Due Plaintiff – The Defendants shall have one (1) year from the date of this Order to pay the Plaintiff the Total Due Plaintiff of 137,967.29, plus interest at the South Carolina judgment rate (currently 11.50% for 2023). Upon timely payment, the Plaintiff will convey by general warranty deed

to the Defendants, or their designee, good and marketable title to the Property. If Plaintiff refuses to sign said deed upon Defendant's tendering payment, the Court will execute a Master's Deed to Defendant for Plaintiff's interest.

- j. Payment of Total Due Plaintiff not Timely Made – If the Total Due Plaintiff (with interest) is not paid within the one (1) year period, this Court will, upon petition by any party, initiate the sales procedure for the Property at a judicial sale and disburse the resulting proceeds consistent with terms of this Order and South Carolina law.
- k. Continued Occupancy of Property – Until the deed is executed by Plaintiff upon receipt of the Total Due Plaintiff (with interest), or the judicial sale is complete, the Defendant, Patricia A. Lane, can continue to occupy the Property with no further obligation to the Plaintiff of any kind other than the accruing interest referenced above.

AND IT IS SO ORDERED.

Marvin H. Dukes
Beaufort County Master-In-Equity

Beaufort, South Carolina
_____, 2024

EXHIBIT 2

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of
Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes III

Master in Equity and Special Circuit

Court Judge for Beaufort County

Case No. 2019-CP-07-00617

Robert M. Lane

Appellant.

v.

Kevin J. Lane, Patricia E.
Lane, Timothy J. Lane and
Matthew W. Lane

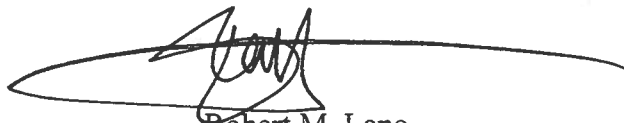
Appellees,

2024 APR 12 PM 4:59
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

NOTICE OF APPEAL

Robert M. Lane appeals the Orders of the Honorable Marvin H. Dukes III dated January 19, 2024 and March 12, 2024. Appellant received written notice of entry of this Order on March 12, 2024.

April 10, 2024



Robert M. Lane
4616 W. Sahara #589
Las Vegas, NV 89102
702-292-4797
Pro-Se for Appellant

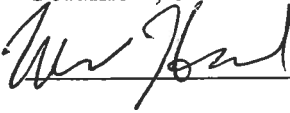
Other Counsel of Record
Russell Patterson, Esq.
P O Box 8047
Hilton Head Island, SC 29928
Attorney for Respondent
(843) 341-9300

CERTIFICATE OF SERVICE

The Notice of Appeal was mailed on April 10, 2024 to

Russell Patterson, Esq.
P.O. Box 8047
Hilton Head Island, SC 29928

South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

_____

2024 APR 12 PM 4:59
JERRI ANN ROSE
BEAUFORT COUNTY, S.C.
CLERK OF COURT

**THE STATE OF SOUTH CAROLINA
In The Court of
Appeals**

**APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas**

Marvin H. Dukes III

Master in Equity and Special Circuit

Court Judge for Beaufort County

Case No. 2019-CP-07-00617

Robert M. Lane

Appellant

v

**Kevin J. Lane, Patricia E.
Lane, Timothy J. Lane and
Matthew W. Lane**

Respondents

NOTICE OF APPEARANCE

Robert M. Lane hereby notifies the Court that he is now appearing and representing himself as he can no longer afford an attorney.

April 10, 2024



Robert M. Lane,
Pro Se
4616 W. Sahara #589
Las Vegas, NV 89102
702-292-4797

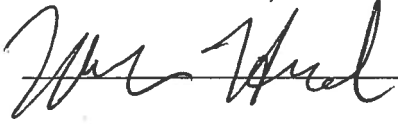
Other Counsel of Record
Russell Patterson, Esq.
P O Box 8047
Hilton Head Island, SC 29928
(843) 341-9300

2024 APR 12 PM 4:59
JERRI ANN ROSENHEAD
BEAUFORT COUNTY, S.C.
CLERK OF COURT

CERTIFICATE OF SERVICE

The Notice of Appearance was mailed on April 10, 2024 to

Russell Patterson, Esq.
P.O. Box 8047
Hilton Head Island, SC 29928



2024 APR 12 PM 4:59
JERRI ANN ROSELEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

EXHIBIT 3

FedEx® Tracking

Local Scan Time •

Track Another Shipment •

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DELIVERED

Thursday 4/11/24 at 11:32 AM

Signed for by: S.MITH

Obtain proof of delivery

DELIVERY STATUS

Delivered

Report missing package

Want updates on this shipment? Enter your email and we will do the rest!

Your email

SUBMIT

MORE OPTIONS

TRACKING ID

273268858467

FROM

Las Vegas, NV US

Label Created

4/10/24 6:30 PM

LAS VEGAS, NV

4/10/24 5:00 PM

ON THE WAY

SAVANNAH, GA

4/11/24 8:32 AM

OUT FOR DELIVERY

SAVANNAH, GA

4/11/24 8:32 AM

DELIVERED

Beaufort, SC US

Delivered

4/11/24 at 11:32 AM

[View travel history](#)

Shipment facts

Shipment overview

TRACKING NUMBER	273268858467
DELIVERED TO	Receptionist/Front Desk
SHIP DATE	4/10/24
STANDARD TRANSIT	4/11/24 before 12:00 PM
DELIVERED	4/11/24 at 11:32 AM

Services

SERVICE	FedEx Priority Overnight
TERMS	Third Party
SPECIAL HANDLING SECTION	Deliver Weekday

Package details

WEIGHT	0.5 lbs / 0.23 kgs
TOTAL PIECES	1
TOTAL SHIPMENT WEIGHT	0.5 lbs / 0.23 kgs
PACKAGING	FedEx Envelope

[Back to top](#)

Travel history

SORT BY DATE/TIME [Ascending](#)[Descending](#)

Time zone[Local](#) [Scan Time](#)[Origin](#)[Destination](#)[Others](#)

Travel History

Date

Wednesday, 4/10/24

Time, Status and Location

Shipment information sent to FedEx

Shipment arriving On-Time
LAS VEGAS, NV

Picked up At FedEx Office
LAS VEGAS, NV

Picked up
LAS VEGAS, NV

Left FedEx origin facility
LAS VEGAS, NV

Thursday, 4/11/24

Arrived at FedEx hub
MEMPHIS, TN

Delay Package delayed
MEMPHIS, TN

Departed FedEx hub
MEMPHIS, TN

Shipment arriving On-Time
MEMPHIS, TN

At destination sort facility
SAVANNAH, GA

At local FedEx facility
SAVANNAH, GA

On FedEx vehicle for delivery
SAVANNAH, GA

At local FedEx facility
SAVANNAH, GA

Delivered
Beaufort, SC

Delivered
Beaufort, SC

EXHIBIT 4

AFFIDAVIT OF ROBERT M. LANE

Comes now the Robert M. Lane, and for his Affidavit states the following:

1. I am over the age of eighteen and I am competent to testify to the matters set forth herein.
2. The facts set forth in this Affidavit are within my own personal knowledge.
3. I filed a timely Notice of Appeal and Notice of Self-Representation with the Beaufort County Court of Common Pleas along with a \$150.00 filing fee in the form of a cashier's check.
4. The Notice of Appeal was mailed via Federal Express overnight service (Tracking#273268858467) on April 10, 2024 and arrived at the Beaufort County Court of Common Pleas at 11:32 AM on April 11, 2024.
5. Simultaneously with filing the Notice of Appeal and Notice of Self-Representation with the to the Court of Common Pleas, a copy with mailed via U.S. Mail to the State of South Carolina Court of Appeals.
6. The Notice of Appeal and Notice of Self-Representation both included contact information for Plaintiff/Appellant Robert Lane.
7. On April 12, 2024, the Clerk's Office returns Robert Lane's Notice of Appeal and cashier's check for \$150.00. No letter accompanies the return

nor is there any explanation for why the Clerk did not file the Notice of Appeal.

8. I did not receive said Deficiency Notice via U.S. Mail nor via e-mail to his e-mail address. I also did not receive a phone call from the Court.
9. I did not receive the Notice of Dismissal either via U.S. Mail or electronically to his e-mail.
10. I could have easily corrected the deficiencies which he subsequently learned of with his phone call with the Clerk's Office on June 24, 2024. The deficiencies were failure to attach a copy of the Court's Order and failure to pay a \$250 filing fee.
11. I did receive copies of other Court's filings dated June 17, 2024 and June 20, 2024 via U.S. Mail. The Court also sent the June 20th filing via e-mail to my address of robertmlane@ymail.com. This was the first e-mail that Robert ever received from the Court.
12. It was clear that the Court had my e-mail address.
13. I called the Clerk's Office at 12:54 PM ET on June 24, 2024. I was horrified to learn that the Court had dismissed my appeal. I advised the Clerk's office that I had not received the Deficiency Notice nor the Notice of Dismissal either via U.S. Mail or e-mail.

14.I believes that the Court made a mistake in not timely notifying me of either the deficiency of the filing or the dismissal. I attach the order herein addressing the first deficiency (EXHIBIT 2) and the \$250 filing fee if the Court issues an order reinstating his appeal.

15.I do not believe that I should not be denied my appeal due to the Court's error.

16.I believe that my appeal has legal merit.

17.I believe that I have good cause for requesting reinstatement of my case.

18.The case is still pending as of today's date and has not been closed/

I affirm under the penalties for perjury under the laws of the State of South Carolina that the foregoing representations of fact are true and correct.

FURTHER AFFIANT SAYETH NOT.

Dated:_____

Robert M. Lane

EXHIBIT 4

AFFIDAVIT OF ROBERT M. LANE

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EXHIBIT 5

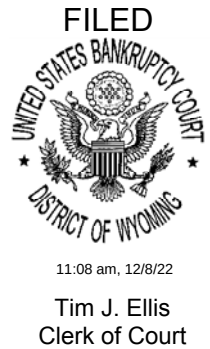
Case Information: 2024-000660		
Court:	Court of Appeals	Classification:
Short Title:	Legal Services Funding Corp. v. Kevin J. Lane	Case Status:
	View Full Title	
Consolidated:		
Filed Date:	04/19/2024	Oral Argument Date:
Disposition Date:	05/29/2024	Disposition Type:
Remittitur Date:		
Lower Court or Tribunal:	Beaufort (2019CP0700617)	

- Party Information			
Appellate Role	Party Name	Former	Attorney
Appellant	Kevin J. Lane	N	Russell
Appellant	Matthew W. Lane	N	Russell
Appellant	Patricia E. Lane	N	Russell
Appellant	Timothy J. Lane	N	Russell
Respondent	Robert M. Lane	N	Self

Views	
Display:	Ascending Descending
Event Information	
Filed Date	Event Information
06/20/2024	Motion - Order Transcript Outside of Deadlines
06/17/2024	Deficiency - Deficiency Letter Sent (Transcript Correspondence)
06/07/2024	Transcript Documents - Transcript Ordered
05/30/2024	Correspondence - Outgoing (Transcript Overdue Letter)
05/29/2024	Dispositional Decision - Order (PARTIAL)
04/25/2024	Deficiency - Correction (Amended Notice of Appeal and Order)
04/24/2024	Deficiency - Deficiency Letter Sent (Cross Appeal)

04/24/2024	Deficiency - Deficiency Letter Sent (Notice of Appeal)
04/24/2024	Correspondence - Outgoing (Multiple Notices Letter)
04/19/2024	Notice of Appeal (Civil) - Cross Appeal
04/19/2024	Notice of Appeal (Civil) - Initial

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING



In re:)
ROBERT M. LANE aka BOB LANE,) Case No. 11-20398
Debtor) Chapter 7
)

GARY A. BARNEY, RANDY L. ROYAL,)
JOHN SMILEY, MICHAEL GILBERT,) Adv. Pro. No. 20-02018
DENNIS O'MALLEY, BALLARD SPAHR)
LLP, COLLEEN LANE, PATRICIA E.)
LANE, MATTHEW W. LANE, TIMOTHY)
J. LANE, SCOTT MEIER, LUCAS)
BUCKLEY, HATHAWAY & KUNZ, LLP,)
BANK OF JACKSON HOLE, DAVID)
PERINO, PETER LAWTON, THE)
ESTATE OF ROBERT BIOLCHINI,)
CHARLES HINGLE, AND HOLLAND &)
HART LLP,)
Plaintiffs,)
v.)
ROBERT M. LANE aka BOB LANE,)
Defendant.)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDERS

This adversary proceeding came before the court on a five-day bench trial from April 18, 2022 through April 22, 2022. At trial, Plaintiffs presented their claims against Defendant Robert M. Lane for declaratory judgment and permanent injunction.¹ Both parties filed proposed findings of fact and conclusions of law. Having considered and weighed the evidence admitted at trial, including the deposition testimony Plaintiffs designated; determined witness credibility; considered the parties' arguments and proposed findings and conclusions; and being otherwise sufficiently advised, the court enters the following findings of fact conclusions of law, and orders.²

¹ The court uses "D.E. [#]" when citing docket entries from this proceeding; "D.E. [#] (Bankruptcy Case)" when citing entries from the main bankruptcy case; and the case name, number, court, date, and docket number when citing entries from related cases. The court can take judicial notice of filings in this and related cases. *E.g., Rose v. Utah State Bar*, 471 F. App'x 818, 820 (10th Cir. 2012).

² As required by Fed. R. Civ. P. 52(a)(1), made applicable by Fed. R. Bankr. P. 7052, the court states its findings of fact and conclusions of law separately. Any finding of fact more properly deemed a conclusion of law, or any conclusion of law more properly deemed a finding of fact shall be more properly characterized.

FINDINGS OF FACT

I. The parties.

Robert Lane is the Debtor in the Wyoming Chapter 7 bankruptcy—*In re Lane*, No. 11-20398 (Bankruptcy Case). Former Defendant Christopher Lane is one of Mr. Lane's children.³ Mr. Lane has three other children who are not parties, but they are germane to this proceeding--Charles, Erin, and Theresa.⁴ Former Defendant Jeffrey Plimpton met Mr. Lane while incarcerated in federal prison and was the nominal plaintiff in the lawsuit styled *Plimpton v. Bank of Jackson Hole, et al.*, No. 20-cv-323 (D. Conn.).⁵ Former Defendant Richard Friedman met Mr. Lane in a halfway house and was the nominal plaintiff in the lawsuits styled *Friedman v. Bank of Jackson Hole, et al.*, No. 19-cv-01054-JAD-CWH (D. Nev.), and *Friedman v. Bank of Jackson Hole, et al.*, No. 20-cv-161-J (D. Wyo.).⁶

Plaintiff Gary A. Barney is a retired lawyer and was the Chapter 7 trustee from the outset of the Bankruptcy Case in 2011 until August 2016, when he stopped doing bankruptcy trustee work as he wound down his practice.⁷ Plaintiff Randy L. Royal is a lawyer who served as the successor Chapter 7 trustee in the Bankruptcy Case upon Mr. Barney's retirement.⁸

Plaintiffs John Smiley and Michael Gilbert are lawyers who previously worked at Lindquist & Vennum and represented the Chapter 7 trustees in the Bankruptcy Case.⁹ They are also counsel in this proceeding for themselves, the Trustee, Mr. Royal, Dennis O'Malley, and Ballard Spahr LLP.¹⁰ Mr. O'Malley is a retired lawyer who is the former managing partner of Lindquist & Vennum from 2011 through 2017, when it merged with Ballard Spahr. After the merger, he continued to practice law at Ballard Spahr until his retirement in 2019.¹¹

³ See Trial Tr. 958:14-16; Christopher Dep. Tr. 21:15-17. The court uses "Trial Tr." when citing the trial transcript, found in multiple volumes at D.E. 581. The court uses "[Witness Name] Dep. Tr." when citing designated deposition testimony—filed at D.E. 516. The court has considered only the deposition testimony Plaintiffs designated. When the court cites a portion of a deposition transcript that includes non-designated testimony, it does so for convenience's sake and has not considered the non-designated testimony.

⁴ Trial Tr. 958:14-16.

⁵ Plimpton Dep. Tr. 117:6-11; Trial Ex. 40, at 1. The court uses "Trial Ex." when referring to exhibits admitted at trial.

⁶ Friedman Dep. Tr. 46:17-24; Trial Ex. 7, at 1; Trial Ex. 9, at 1.

⁷ Trial Tr. 246:3; 818:2-14, 819:15-23.

⁸ *Id.* at 246:5; 770:6-8, 772:8-18.

⁹ *Id.* at 121:2-7, 246:8-9; 618:15-17.

¹⁰ *Id.* at 618:20-23, 620:5-6.

¹¹ *Id.* at 246:11-13; 753:16; 754:1-12; 762:7.

Plaintiff Patricia E. Lane (Trish) is Mr. Lane's sister.¹² Plaintiffs Matthew W. Lane and Timothy J. Lane are Mr. Lane's brothers.¹³ Plaintiff Colleen Lane is Mr. Lane's sister-in-law and married to another of Lane's brothers, Kevin (a nonparty).¹⁴ The Lane siblings' mother, who is not a party but whose identity is relevant to this proceeding, was Patricia A. Lane, now deceased.¹⁵

Plaintiff Scott Meier is a lawyer and certified public accountant who was counsel in the Bankruptcy Case to Matthew Lane, as trustee of Riverbend Ranch Trust I; Colleen Lane, as trustee of Boulder Investment Trust; and Trish Lane, as manager of Windriver Corp. of WY, LLC. At the time, he was a lawyer at Plaintiff Hathaway & Kunz, LLP.¹⁶ Plaintiff Lucas Buckley is an attorney at Hathaway & Kunz, and he assisted Mr. Meier in connection with the Bankruptcy Case.¹⁷

Plaintiff Bank of Jackson Hole filed a proof of claim in the Bankruptcy Case.¹⁸ Plaintiff David Perino is the Bank's Executive Vice President and signed the Bank's proof of claim.¹⁹ Plaintiff Peter Lawton is the Bank's CEO and chairman.²⁰ Robert Biolchini, now deceased, was an owner of the holding company that owns the Bank and the chairman of the Bank's board.²¹ Plaintiff the Estate of Robert Biolchini is comprised of Mr. Biolchini's assets.²² Plaintiff Charles Hingle is a lawyer at the law firm Plaintiff Holland & Hart LLP and represented the Bank in the Bankruptcy Case.²³

II. The court may draw adverse inferences based on Mr. Lane's invocations of the Fifth Amendment privilege against self-incrimination.

The Fifth Amendment provides no person "shall be compelled in any criminal case to be a witness against himself. . . ."²⁴ But when a witness in a civil proceeding invokes the privilege against self-incrimination, "the Fifth Amendment does not forbid adverse inferences."²⁵ The court can draw adverse inferences when independent evidence exists of the fact to which the party refuses to

¹² *Id.* at 190:16-17.

¹³ *Id.* at 958:2-3; 1040:7; 1069:1.

¹⁴ *Id.* at 190:15; 957:21-24.

¹⁵ *See id.* at 125:16-23; 1250:3-4; *see also id.* at 1120:20-1121:5.

¹⁶ *Id.* at 797:10-12, 798:5-19; 24-25.

¹⁷ *Id.* at 799:21-24; 919:10-11, 920:18-25.

¹⁸ Trial Ex. 86.

¹⁹ Trial Tr. 842:12-14; 843:14; 864:24-25; 1012:2-7. Trial Ex. 86, at 2.

²⁰ Trial Tr. 1006:16-18.

²¹ *Id.* at 868:15-23.

²² *Id.* at 869:3-5.

²³ *Id.* at 902:8-9; 903:9-10.

²⁴ U.S. Const. amend. V.

²⁵ *Baxter v. Palmigiano*, 425 U.S. 308, 318 (1976).

answer.²⁶ Because independent evidence of the fact being questioned was admitted, the court can draw adverse inferences against Mr. Lane based on his invocation, meaning the court finds Mr. Lane's answer would have been unfavorable to him. In each instance, and as these findings of fact make clear, there is abundant independent evidence supporting each inference—so much so in many cases that a finding adverse to Mr. Lane would be supported even absent his invocation. At trial, Mr. Lane invoked the privilege against self-incrimination approximately 139 times.

III. The Bankruptcy Case, the Settlement Agreements, and the Settlement Orders.

A. Mr. Lane filed a Chapter 7 petition in April 2011, and the Trustee filed multiple proceedings to recover assets.

Mr. Lane filed his Chapter 7 petition on April 19, 2011.²⁷ The Trustee hired Mr. Smiley, who conducted an investigation, formed the belief the bankruptcy estate had claims to recover assets, and filed three adversary proceedings and a contested matter on the Trustee's behalf to recover those assets.²⁸ One adversary proceeding sought to recover assets from Riverbend Ranch Trust I (Riverbend Trust) and Boulder Investment Trust (Boulder Trust), among other entities and individuals, "to recover fraudulent conveyances and pierce trusts Mr. Lane had created."²⁹ The second adversary proceeding sought to revoke Mr. Lane's discharge alleging he transferred and concealed assets with intent to hinder, delay, and defraud creditors.³⁰ The third adversary proceeding sought to void post-petition fund transfers.³¹ In the contested matter, the Trustee objected to Mr. Lane's claims his retirement accounts, an IRA and a pension, were exempt.³²

B. The settlement agreements resolving the adversary proceedings and contested matter.

Two settlement agreements resolved the adversary proceedings and contested matter: the "Family Settlement Agreement" and the "Debtor Settlement Agreement."³³ The Family Settlement Agreement was entered into by the Trustee, on the one hand, and Boulder Trust and Colleen Lane as its trustee and in her individual capacity; Riverbend Trust and Matthew Lane as its trustee and in

²⁶ *Doe ex rel. Rudy-Glanzer v. Glanzer*, 232 F.3d 1258, 1264 (9th Cir. 2000). *See also SEC v. Smart*, No. 2:09cv00224 (DAK), 2011 WL 2297659, at *18 (D. Utah June 8, 2011) (drawing adverse inference when witness refused to answer substantive questions), *aff'd*, 678 F.3d 850 (10th Cir. 2012).

²⁷ D.E. 1 (Bankruptcy Case).

²⁸ Trial Tr. 121:8-25.

²⁹ Trial Tr. 122:11-17; Trial Ex. 75 (complaint in *Barney v. Lane, et al.*).

³⁰ *See id.* at 122:23-25; Trial Ex. 1 (complaint for revocation of discharge).

³¹ Trial Tr. 125:15-23; Trial Ex. 78 (complaint in *Barney v. Penobscot Enterprises, Inc. et al.*, at 8 ¶ 38, 9 ¶ 41).

³² Trial Tr. 124:15-21; Trial Ex. 2 (Trustee's objection to Mr. Lane's exemptions), at 2-3 ¶¶ 4, 10-11.

³³ Trial Tr. 127:22-128:1.

his individual capacity; Windriver Corp. of WY, LLC (Windriver) and Trish Lane as its manager and in her individual capacity; Penobscot Enterprises, Inc.; Penobscot Enterprises, Inc. Defined Benefit Pension Plan a/k/a Penobscot Enterprises Defined Benefit Trust and Tim Lane as its purported trustee and in his individual capacity; Patricia A. Lane; and DFWU, LLC, on the other hand.³⁴ The parties to the Family Settlement Agreement agreed the Boulder and Riverbend Trusts' assets, and Windriver's assets, and all assets the Penobscot Pension and DFWU held, were property of the bankruptcy estate to be turned over to the Trustee.³⁵ The Trustee moved the court to approve the Family Settlement Agreement, with a copy of the agreement attached to the motion, and also filed a notice and opportunity to object to the Family Settlement Agreement.³⁶

Mr. Lane objected to the Family Settlement Agreement, attaching copies of the Boulder Trust agreement and Windriver's and DFWU's operating agreements.³⁷ He argued:

- (a) Colleen Lane ceased to be the trustee of the Boulder Trust and Trish Lane ceased to be the manager of Windriver before the Family Settlement Agreement was entered into, and both had been replaced in their respective roles by Merlyn Knapp, meaning Boulder Trust and Windriver could not legally consent to the agreement;
- (b) Windriver's operating agreement prohibited any distribution "to satisfy creditors of any kind including creditors of a blood relative of Patricia A. Lane;"
- (c) the turnover of the Penobscot Pension's assets violated ERISA and the pension plan;
- (d) turning over the Boulder Trust and Riverbend Trust assets violated each trust's spendthrift provision; and
- (e) Mr. Lane was the "sole beneficiary" of the Boulder Trust and Riverbend Trust.³⁸

In response to Mr. Lane's argument that Colleen and Trish Lane lacked authority to enter into the Agreement, the Trustee obtained and filed a Submission of Joinder in and Consent to Settlement Agreement and Mutual Release in which Merlyn Knapp; Reuben D Associates, LLC, as the purported trustee of Boulder Trust and purported manager of Windriver; and another LLC consented to and joined the Family Settlement Agreement.³⁹

³⁴ Trial Ex. 79, at 13.

³⁵ *Id.* at 15-16 ¶¶ 3-4.

³⁶ Trial Tr. 128:13-16, 18-19; Trial Tr. 129:5-9; Trial Exs. 79 and 80.

³⁷ Trial Ex. 81, at 19, 47, 75; Trial Tr. 129:15-23.

³⁸ *Id.* at 2-4, 8, 11-12.

³⁹ Trial Tr. 131:16-132:11; Trial Ex. 93.

The Debtor Settlement Agreement, entered by the Trustee and Mr. Lane on April 5, 2013, resolved Mr. Lane's objection to the Family Settlement Agreement.⁴⁰ Per the Agreement, Mr. Lane:

- (a) withdrew his Objection to the Motion to approve the Family Settlement Agreement;
- (b) agreed he "shall not have any standing" in the Bankruptcy Case; "shall not take any action, directly or indirectly, to obtain standing" in the case; and "shall not have any standing to object, join, or otherwise be heard on any matter or proceeding in any pending or future matter in connection with administering" the Bankruptcy Case, "includ[ing], but not limited to, approval of settlements, sale of assets, allowance or payment of administrative expenses, and allowance or payment of claims";
- (c) agreed he "shall be deemed to have waived any objection to the authority of any Party to the [Family Settlement Agreement] to have executed that agreement"; and
- (d) released all claims against the Trustee, individually and in his official capacity, and the Trustee's attorneys, successors, heirs, and assigns.⁴¹

In exchange for Mr. Lane's concessions, the Trustee agreed, among other things, to allow Mr. Lane to keep certain bankruptcy estate assets, including Mr. Lane's IRA and the Penobscot Pension in an amount not to exceed \$2.5 million. The Trustee also agreed to dismiss the adversary proceedings.⁴² Together, the Family and Debtor Settlement Agreements resolved three adversary proceedings, the complaint to revoke Mr. Lane's discharge, and the Trustee's objection to Mr. Lane's exemptions.⁴³

The Trustee filed a motion to approve the Debtor Settlement Agreement and a notice and opportunity to object to the motion.⁴⁴ This court approved the Debtor Settlement Agreement and the Family Settlement Agreement on June 20, 2013.⁴⁵ No motion was filed seeking to void, amend, or alter these Orders, and no appeal was taken from either order.⁴⁶

C. The court approved settlement agreement between the Bank and Trustee in October 2013.

After this court entered the Family and Debtor Settlement Orders, the Trustee and Mr. Smiley began to liquidate the estate's assets; review and object to proofs of claims; and distribute funds to creditors. One of the claims reviewed was the Bank of Jackson Hole's claim (Bank).⁴⁷ That

⁴⁰ Trial Tr. 132:17-23; Trial Ex. 82, at 11.

⁴¹ *Id.* at 14 ¶ 4; 19 ¶ 13.b; 20 ¶ 14; 21 ¶ 16.

⁴² *Id.* at 14-15 ¶ 5; 16-17 ¶¶ 9-10

⁴³ Trial Tr. 134:4-8.

⁴⁴ Trial Exs. 82, 83; Trial Tr. 134:11-13.

⁴⁵ Trial Exs. 84, 85; Trial Tr. 134:19-25, 135:12-16.

⁴⁶ Trial Tr. 135:4-5, 135:25-136:1.

⁴⁷ *Id.* at 136:4-12, 20-22, 137:11; Trial Ex. 86.

claim was “based on the unpaid principal obligations and accrued interests and expenses” relating to an over-secured loan evidenced by a promissory note between the Boulder Trust as borrower and the Bank as lender and certain other documents.⁴⁸ Mr. Perino signed the claim as Executive Vice President of the Bank.⁴⁹ Mr. Hingle filed the claim on the Bank’s behalf.⁵⁰

The Trustee and the Bank entered into a settlement agreement resolving the claim (Bank Settlement Agreement). The Trustee filed a motion to approve the Bank Settlement Agreement the day after the Boulder Trust’s assets were turned over to the estate pursuant to the Family Settlement Order.⁵¹ The Bank Settlement Agreement approved a portion of the Bank’s claim.⁵² The Trustee filed a notice of opportunity to object to the motion to approve the Bank Settlement Agreement, to which nobody objected.⁵³ This court approved the Bank Settlement Agreement on June 26, 2013.⁵⁴ No motion was filed challenging the validity of the order, and no appeal was taken from it.⁵⁵

The Successor Trustee filed a final account and distribution report in July 2017 reflecting gross receipts of almost \$29 million.⁵⁶ The Bankruptcy Case was closed.

IV. Mr. Lane’s lawsuits and felony guilty plea for his conduct in the Bankruptcy Case.⁵⁷

Despite his entry into the Debtor Settlement Agreement, and while the Bankruptcy Case still was ongoing, Mr. Lane began to file lawsuits relating to the Bankruptcy Case, the Settlement Agreements, and Orders in state and federal courts across the country. Meanwhile, he pled guilty to falsifying records in the Bankruptcy Case and was sentenced to a term of imprisonment. Starting around the time he was released from custody, he caused yet additional similar lawsuits to be filed. But whereas Mr. Lane filed the earlier lawsuits under his own name, he caused the later lawsuits to be filed under the names of surrogate plaintiffs who claimed to be the assignees of Christopher Lane’s purported interests in assets that had been turned over to the bankruptcy estate in 2013.

⁴⁸ Trial Ex. 86, at 4-5, 9-10; Trial Tr. 140:12-14.

⁴⁹ Trial Tr. 843:14; Trial Ex. 86, at 2.

⁵⁰ See Trial Tr. 904:2-4.

⁵¹ Trial Ex. 87; Trial Tr. 139:14-16.

⁵² Trial Ex. 87, at 9 ¶ 3; Trial Tr. 139:23-140:10.

⁵³ Trial Ex. 88; Trial Tr. 140:16-19; Trial Tr. 142:15.

⁵⁴ Trial Ex. 89; Trial Tr. 142:18-20.

⁵⁵ Trial Tr. 143:2.

⁵⁶ D.E. 1635, at 1 (Bankruptcy Case).

⁵⁷ *United States v. Ahidley*, 486 F.3d 1184, 1192 n.5 (10th Cir. 2007) (explaining courts have “discretion to take judicial notice of publicly-filed records in [their own] court and certain other courts concerning matters that bear directly upon the disposition of the case at hand”).

A. Lane filed a lawsuit in Indiana state court in 2014.

On June 4, 2014, Mr. Lane, through counsel, filed a complaint in Marion County, Indiana, against Mr. Buckley and Hathaway & Kunz; John T. Rudnick, one of the Boulder Trust's trustees; Anthony M. Campo and Anthony M. Campo & Associates, Mr. Rudnick's lawyers; Paul Hunter, who was briefly Mr. Lane's lawyer; and Gregory C. Dyekman and Dray, Dyekman, Reed & Healey, P.C., lawyers for the Lane family.⁵⁸ The complaint contained notable allegations about the Family Settlement Agreement and Order, including but not limited to:

- (a) Lane "is the sole beneficiary" of the Boulder and Riverbend Trusts;
- (b) "Despite the Spendthrift provision of the Riverbend Trust, the assets thereof were wrongfully transferred to the Trustee of the Lane Bankruptcy, due to the negligent and unlawful actions of the Defendants";
- (c) Boulder Trust is the majority owner of the units of Windriver, whose operating agreement (1) prohibits naming the Trustee as manager; (2) "prohibits the distribution of assets except for 'a company purpose'"; and (3) "provides that 'no distribution shall be made to satisfy creditors of any kind including creditors of a blood relative of Patricia Lane,' who is the mother of Plaintiff, Robert M. Lane"; and
- (d) As a result of Buckley's alleged negligence, Windriver's assets "have been conveyed to the Bankruptcy Trustee and thus have been dissipated, wasted[,] and lost, causing permanent financial loss and economic hardship. . . ."⁵⁹

On October 21, 2014, the Marion Superior Court granted Rule 12 motions, dismissing the complaint against each defendant except Mr. Rudnick.⁶⁰ The court granted Mr. Rudnick's motion for summary judgment on March 5, 2015.⁶¹ The Indiana Case thus was resolved in favor of the defendants and against Mr. Lane within about nine months, and over 70 filings were made on the docket.⁶²

B. Lane filed a lawsuit in South Carolina federal court in 2015.

On April 21, 2015, the Trustee moved the court in the Bankruptcy Case to approve a stipulation and mutual release with Mr. Lane's ex-wife, Dr. Vikki Lane.⁶³ Dr. Lane had a "claim in the bankruptcy case for pre-petition unpaid child support and related costs and fees awarded in her

⁵⁸ Trial Ex. 59, at 1, 4; Trial Tr. 154:17-25, 155:5-7, 156:6-23.

⁵⁹ Trial Ex. 59, at 5 ¶ 10; 6 ¶¶ 12, 16; 7 ¶ 18; 16 ¶ 64.

⁶⁰ Trial Ex. 94, at 1-2.

⁶¹ Trial Ex. 3, at 6-7.

⁶² *See id.* at 1-8.

⁶³ Trial Ex. 104; Trial Tr. 164:4-7.

domestic case with Mr. Lane.”⁶⁴ One day later, Mr. Lane filed a *pro se* complaint in the U.S. District Court for the District of South Carolina against Dr. Lane; Bruce Glesby; Marisa Beuoy; Carol Shick; Griffith & Thornburgh, LLP; John Rudnick; and others.⁶⁵ The complaint contained notable allegations about the Family Settlement Agreement and Order, including but not limited to:

- (a) “This is a civil action where Robert M. Lane, the sole beneficiary of two long standing irrevocable spendthrift trusts[,] was defrauded of tens of millions of dollars in assets”;
- (b) Mr. Lane “is the sole beneficiary” of Boulder and Riverbend Trusts;
- (c) On February 25, 2013, a settlement agreement was executed, “turn[ing] over virtually all of the \$40,000,000.00 plus in assets owned by” the Boulder and Riverbend Trusts and Windriver to the Trustee in the Bankruptcy Case;
- (d) “The turnover is illegal and violates the Spendthrift Clauses of the Boulder and Riverbend Trust Agreements”;
- (e) “Robert M. Lane, the sole beneficiary of [Boulder and Riverbend Trusts] was not informed of, nor involved in, the negotiation of the Turnover Agreement. He did not concur”; and
- (f) “The Bankruptcy Court, on June 20, 2013[,] approved the Turnover Agreement[,] which fraudulently turned over \$40 million plus in assets based upon Defendants’ false and fraudulent claims.”⁶⁶

The complaint also contained certain unique language, including a typographical error in the jurisdictional allegation, an argument about bifurcation, and a claimed entitlement to recover attorney fees incurred on an unbundled basis:

- (a) “[T]his action arises under jurisdiction . . .”;
- (b) It “is not practical or appropriate to bifurcate this civil action” into an action against Dr. Lane and a second against the attorney defendants because her liability “is inextricably intertwined with the liability of the attorney defendants who represented her”; and
- (c) “Lane is entitled to recover his damages, plus litigation costs and attorneys’ fees (if any, incurred on an unbundled basis). . . .”⁶⁷

⁶⁴ Trial Tr. 164:11-15.

⁶⁵ Trial Ex. 76, at 1; Trial Tr. 165:19-166:1; *id.* at 1232:12-1233:1.

⁶⁶ Trial Ex. 76, at 1; 2 ¶ 2; 7 ¶¶ 23, 30; 13-14 ¶¶ 74, 76, 78 and 17 ¶ 91. *Id.* at 17 ¶ 91.

⁶⁷ *Id.* at 4 ¶ 15; 6 ¶ 22, 30.

Based on these allegations about the Family Settlement Agreement and Order, the complaint asserted eight claims, including fraud, conspiracy to commit fraud, and “failure to supervise and assure competence of attorney and employees.” The prayer for relief requested \$40-60 million in compensatory damages, plus punitive damages, interest, costs, fees, and other expenses.⁶⁸

Less than six months after the complaint was filed, the District Judge adopted the Magistrate Judge’s recommendation and granted the defendants’ motions to dismiss.⁶⁹ The docket shows from the complaint through the judgment, 61 filings were made in the South Carolina Case.⁷⁰

C. Lane filed a lawsuit in Wyoming federal court in 2015.

Three days after the Trustee filed the motion to approve the stipulation and mutual release with Dr. Lane and two days after Mr. Lane filed the South Carolina Case, Mr. Lane filed a separate *pro se* complaint against Dr. Lane and others he also sued in the South Carolina Case, in the U.S. District Court for the District of Wyoming (First Wyoming Case). The complaint contained notable allegations relating to the Bankruptcy Case and Debtor Settlement Agreement, including:

- (a) “This is a civil action where in Robert M. Lane’s Chapter 7 bankruptcy, Dr. Lane, Bruce Glesby, [and] Marisa Beuoy filed a false and fraudulent claim”; and
- (b) “Although this matter would normally be a bankruptcy court proceeding, Robert’s lack of standing in the bankruptcy court requires this matter to be brought in U.S. District Court.”⁷¹

The complaint also contained the same typographical error and unique allegations about jurisdiction, bifurcation, and unbundled attorney fees that appeared in the South Carolina Case:

- (a) “[T]his action arises under jurisdiction. . . .”;
- (b) It “is not practical or appropriate to bifurcate this civil action” into an action against Dr. Lane and a second against the attorney defendants because her liability “is inextricably intertwined with the liability of the attorney defendants who represented her”; and
- (c) “Lane is entitled to recover his damages, plus litigation costs and attorneys’ fees (if any, incurred on an unbundled basis). . . .”⁷²

⁶⁸ *Id.* at 19-30.

⁶⁹ Trial Ex. 6, at 10.

⁷⁰ *Id.*

⁷¹ Trial Ex. 103; Trial Tr. 173:18-24; *id.* at 1237:25-1238:10.

⁷² *Id.* at 3 ¶ 9; 4 ¶ 13; 17.

Based on allegations about the Bankruptcy Case, the complaint asserted nine claims, including for “false claim,” fraud, and conspiracy to commit fraud. The prayer for relief requested \$1.7 million in compensatory damages, plus punitive damages, interest, costs, fees, and other expenses.⁷³

Less than three months after Mr. Lane filed the First Wyoming Case, the District Court (Johnson, J.) granted the defendants’ motion to dismiss under Rules 12(b)(1) and 12(b)(6), denying Mr. Lane’s motions for injunctive relief and to void illegal contract.⁷⁴ The District Court noted the Bankruptcy Case’s docket showed the “proceedings have been painfully contentious and prolonged,” with 1,366 docket entries as of July 17, 2015, and Mr. Lane “bombard[ed] the bankruptcy court with additional filings in all of the proceedings. . . .”⁷⁵ “It looks as if this bankruptcy might go on forever, much like the Dickensian *Jarndyce v. Jarndyce*.”⁷⁶ After noting “multiple judicial findings of [Lane’s] misconduct and noncompliance,” and that his complaint appeared to be “another transparent attempt to obstruct and interfere with the payment of the obligation owed to [Dr. Lane],” the District Court explained the lawsuit was an impermissible attempt to revisit settled issues and circumvent this court’s orders:

[Lane] is in this Court raising through the back door the same tired issues, desperately trying to revive matters that have already been determined. He is trying to accomplish in this Court what he cannot accomplish in the bankruptcy court or elsewhere. When everything is boiled down to its most essential ingredients, there is nothing new in this case. [Lane] has an obvious inability to accept the decisions of any court. He cannot obtain a third, fourth, or even fifth bite at the apple in this federal district court.

. . .
[Lane] cannot circumvent bankruptcy orders and decisions or the judgments of any other court . . . in the guise of a specious complaint dressed up with claims of fraud and dishonesty.”⁷⁷

Mr. Lane appealed the District Court’s order dismissing the First Wyoming Case, and the U.S. Court of Appeals for the Tenth Circuit affirmed.⁷⁸

⁷³ *Id.* at 13-18.

⁷⁴ Trial Ex. 114, at 1; Trial Tr. 178:14-19.

⁷⁵ Trial Ex. 114, at 5-6.

⁷⁶ *Id.* at 5.

⁷⁷ *Id.* at 20-22.

⁷⁸ Trial Ex. 10, at 3-4; Trial Tr. 183:13-17.

D. Mr. Lane filed a lawsuit in Arizona state court in 2015.

In 2015, Mr. Lane, *pro se*, sued Mr. Buckley, Hathaway & Kunz, Colleen, Matthew, and Trish Lane, Mr. Meier, and others in the Superior Court of Arizona in Maricopa County.⁷⁹ The first amended complaint contained claims about the Family Settlement Agreement and Order, including:

- (a) Mr. Lane is “the sole beneficiary of two long standing irrevocable spendthrift trusts” and “was defrauded of tens of millions of dollars in assets when” various people signed “an illegal contract that improperly turned over significant assets of the trusts and limited liability company” owned by one of the trusts “to the bankruptcy trustee in [the] personal bankruptcy of the beneficiary, Plaintiff Robert Lane”;
- (b) Mr. Lane “is the sole equitable beneficiary” of the Lane IRA;
- (c) The Boulder and Riverbend Trusts had spendthrift clauses prohibiting any trust principal or income from being conveyed, transferred, assigned, or “pledged as security for any debt of any beneficiary”;
- (d) Windriver’s operating agreement prohibits distributions to any creditor of a blood relative of Patricia A. Lane, Lane’s mother;
- (e) On February 25, 2013, a settlement agreement was executed and “turned over virtually all of the assets owned by the Boulder Trust, the Riverbend Trust, and Windriver to the Bankruptcy Trustee in Robert’s bankruptcy”;
- (f) Turning assets over to Lane’s creditors violated the Boulder and Riverbend Trusts’ agreements and Windriver’s operating agreement; and
- (g) Colleen Lane signed the settlement agreement as Boulder Trust’s trustee, and Trish Lane signed as Windriver’s manager, after each had been removed or resigned from the position, making the settlement agreement an “illegal contract.”⁸⁰

The complaint also contained the same unique allegations about bifurcation and an entitlement to recover unbundled attorney fees that appear in the South Carolina and First Wyoming Case complaints.⁸¹ Based on allegations about the Family Settlement Agreement and Order, the first amended complaint stated nine causes of action, including breach of fiduciary duty, fraud, and “conspiracy to commit a fraudulent scheme.” The prayer for relief requested \$40-60 million in compensatory damages, plus punitive damages, interest, costs, fees, and other expenses.⁸²

⁷⁹ Trial Ex. 90; Trial Tr. 190:4-8.

⁸⁰ Trial Ex. 90, at 6-8 ¶¶ 1-5; 10-11 ¶ 23; 16 ¶ 66; 17 ¶ 73.

⁸¹ *Id.* at 12 ¶ 31; 30.

⁸² *Id.* at 19-30.

The lawsuit was removed from Arizona state court to the U.S. District Court for the District of Arizona.⁸³ After removal, it was transferred to the U.S. District Court for the District of Wyoming.⁸⁴ The Wyoming District Court (Freudenthal, J.) dismissed Mr. Lane's claims against certain defendants (including Colleen and Matthew Lane, Mr. Meier, Mr. Buckley, and Hathaway & Kunz).⁸⁵ Later it granted Trish Lane's motion for summary judgment and entered judgment in favor of the defendants and against Mr. Lane on September 26, 2017.⁸⁶ Excluding the filings made before the case was removed to federal court, there were 191 filings made in the case.⁸⁷

E. Mr. Lane pled guilty to falsifying records in the Bankruptcy Case and was sentenced to prison.

In March 2016, a grand jury in the U.S. District Court for the District of Wyoming indicted Mr. Lane with one count of bankruptcy fraud in violation of 18 U.S.C. § 157(1), two counts of falsification of records in a bankruptcy proceeding in violation of 18 U.S.C. § 1519, and one count of fraudulently concealing information in relation to a bankruptcy petition in violation of 18 U.S.C. § 152(1).⁸⁸ On April 12, 2017, the Wyoming District Court (Skavdahl, J.) entered judgment in the criminal case reflecting Mr. Lane pled guilty to one count of falsification of records in a bankruptcy proceeding in violation of 18 U.S.C. § 1519 and sentenced Mr. Lane to 18 months' imprisonment, to be served in Butner, North Carolina.⁸⁹ Mr. Lane served his sentence there from about June 2017 to sometime in mid-2018 and was released from federal custody no earlier than August 2018.⁹⁰

F. With assistance from Mr. Lane, an LLC filed two lawsuits in Texas federal court.

On June 19, 2018, while Mr. Lane still was in federal custody, a company called Paraclete Investments, LLC (Paraclete) filed two lawsuits relating to the Bankruptcy Case in the U.S. District Court for the Southern District of Texas. The first complaint (No. 18-cv-02022) named 35 defendants, including the Bank, Mr. Hingle, Holland & Hart, Tim, Trish, and Colleen Lane, the Estate of Patricia A. Lane, Mr. Barney, Mr. Royal, Mr. Smiley, Mr. Gilbert, Mr. O'Malley,

⁸³ Trial Tr. 197:22-23; Trial Ex. 33, at 1.

⁸⁴ Trial Tr. 199:15-19; Trial Ex. 37, at 6.

⁸⁵ Trial Ex. 46, at 10, 15-16.

⁸⁶ *Id.* at 19; Trial Ex. 124, at 23; Trial Tr. 204:11-14.

⁸⁷ Trial Ex. 46, at 20.

⁸⁸ Trial Ex. 190, at 1, 6-7; Trial Tr. 237:10-12.

⁸⁹ Trial Ex. 180, at 1-2; Trial Tr. 238:12-19, 239:2-5.

⁹⁰ See Trial Ex. 191, at 2 ¶ 3, 15 ¶ 4 (Mr. Lane stating in an affidavit that he "completed [his] prison sentence on August 11, 2108 [sic]."); Trial Tr. 1427:19-25 (Mr. Lane testifying he was in prison from about June 2017 through May 2018 and remained in federal custody at a halfway house for about three months afterwards).

Lindquist & Vennum, Mr. Meier, Mr. Buckley, Hathaway & Kunz, Dr. Lane, Bruce Glesby, Marisa Beuoy, and Griffith & Thornberg. Mr. Lane was also named a defendant.⁹¹

The complaint included allegations about the Settlement Agreements and Orders, including:

- (a) Paraclete is a beneficiary of the Lane IRA and the Penobscot Pension;
- (b) Trish and Tim Lane, in violation of DFWU's operating agreement, signed a document on or about February 25, 2013 "purporting to transfer" DFWU and its assets to the Trustee in violation of "the terms of the IRA trust agreement," ERISA, and other statutes, "adversely affect[ing] Plaintiff's beneficial interest in the IRA";
- (c) In 2013, the Bank, Holland & Hart, and Hingle filed a "false claim" in the Bankruptcy Case based on a loan to Boulder Trust and secured by Boulder Trust's assets, in violation of the IRA trust agreement, ERISA, and other statutes, "adversely affect[ing] the IRA, the Pension Plan, and Plaintiff's beneficial interests in the IRA and the Pension Plan";
- (d) The turnover of Boulder Trust's assets, including Windriver, violated Windriver's operating agreement, ERISA, and other statutes; and
- (e) Colleen Lane and Trish Lane "signed a document" after Colleen had been removed as trustee of Boulder Trust and Trish was not Windriver's Manager.⁹²

Based on allegations about the Settlement Agreements and Orders, the complaint asserted eleven counts, including breach of fiduciary duty by trustee, breach of duty of managers, breach of contract of managers, "intentional tortuous [*sic*] interference with contract," "negligent tortuous [*sic*] interference with contract," fraud, and conspiracy to commit fraud.⁹³ The prayer for relief sought \$15,300,000 in compensatory damages and \$8,000,000 in punitive damages.⁹⁴

The second Texas complaint in Case No. 18-cv-02024 named 37 defendants, including Mr. Barney, Mr. Royal, Matthew, Trish, and Colleen Lane, Mr. Smiley, Mr. Gilbert, Mr. O'Malley, Lindquist & Vennum, Mr. Meier, Mr. Buckley, Hathaway & Kunz, the Bank, Holland & Hart, Mr. Hingle, Dr. Lane, Mr. Glesby, Ms. Beuoy, and Griffith & Thornberg. Mr. Lane was also a named defendant.⁹⁵ Like the first complaint, the second complaint contained notable allegations about the Settlement Agreements and Orders, including but not limited to:

⁹¹ Trial Ex. 146, at 3-4; Trial Tr. 242:21-243:1. Other defendants were people who purchased property from the bankruptcy estate or who filed claims in the bankruptcy. Trial Tr. 246:19-22, 247:6-7, 248:2-6, 249:11-250:2.

⁹² *Id.* at 6 ¶ 37, 7 ¶¶ 43, 45; 8-9 ¶¶ 51, 54, 56.

⁹³ *Id.* at 13-16.

⁹⁴ *Id.* at 16; Trial Tr. 251:19-21.

⁹⁵ Trial Ex. 147, at 3-4; Trial Tr. 254:9-15.

- (a) Paraclete is a beneficiary of the Riverbend and Boulder Trusts;
- (b) Matthew Lane “signed a document purporting to transfer” Riverbend’s assets to the Trustee in violation of the trust’s spendthrift clause;
- (c) On or about February 25, 2013, Colleen “signed a document purporting to transfer” Boulder Trust’s assets to the Trustee in violation of the trust’s spendthrift clause and although she previously had been terminated as trustee;
- (d) On or about February 25, 2013, Trish Lane signed a document “purporting to transfer” Windriver’s assets to the Trustee in violation of the LLC’s operating agreement and although she was not a manager at the time; and
- (e) The Bank, Holland & Hart, and Hingle filed a “false claim” in the Bankruptcy Case based on a loan to Boulder Trust and secured by the trust’s assets.⁹⁶

It similarly asserted eleven counts, including trustee’s breach of fiduciary duty, breach of duty of managers, breach of contract of managers, “intentional tortuous [*sic*] interference with contract,” “negligent tortuous [*sic*] interference with contract,” fraud, and conspiracy to commit fraud.⁹⁷ Plaintiff sought \$50 million in compensatory damages and \$30 million in punitive damages.⁹⁸

Mr. Lane supplied the information contained in the Texas complaints and attempted to exert control over the lawsuits using a fictitious persona. However, Stephen Rogers signed both of the complaints in the Texas Cases. He is a hay farmer who previously practiced law, but at the time he filed the complaints, he was a solo practitioner with an estate-planning practice.⁹⁹ Although he has handled motions practice in criminal and family law issues and litigated one bankruptcy matter, he has no other litigation experience other than having “a supervisory role as in-house counsel.”¹⁰⁰

Mr. Rogers organized Paraclete on or about June 15, 2018, four days before the Texas Cases were filed.¹⁰¹ The entity had no business.¹⁰² Its manager was Brett Hartley, a videographer, who contacted Mr. Rogers at the request of a mutual friend: Troy Titus.¹⁰³ Mr. Titus is a former attorney who was convicted of 33 counts of fraud for stealing client funds.¹⁰⁴ In 2018, when Mr. Rogers

⁹⁶ *Id.* at 7 ¶¶ 41, 44, 46; *Id.* at 8 ¶ 55; 10 ¶ 66.

⁹⁷ *Id.* at 12-15.

⁹⁸ *Id.* at 15; Trial Tr. 259:23-24.

⁹⁹ Rogers Dep. Tr. 10:19-25; 20:8-10, 20:16; 26:16-18, 27:15-18.

¹⁰⁰ *Id.* at 20:19-21:1, 21:19, 22:17-20.

¹⁰¹ Trial Ex. 153, at 1, 4; Rogers Dep. Tr. 32:11, 50:9-10.

¹⁰² Rogers Dep. Tr. 48:19.

¹⁰³ *Id.* at 32:14-18, 33:15-18, 36:19-24.

¹⁰⁴ *Id.* at 39:8-40:10.

organized Paraclete, Mr. Titus was both Mr. Rogers's client and paralegal.¹⁰⁵ Mr. Titus was incarcerated in Butner, North Carolina with Mr. Lane.¹⁰⁶

Mr. Rogers explained Mr. Titus relayed the facts relating to the Texas Cases to him, and he also understood Mr. Titus prepared the complaints,¹⁰⁷ which Mr. Lane confirmed.¹⁰⁸ The factual information Mr. Titus told Mr. Rogers, however, came from Mr. Lane¹⁰⁹—which Mr. Lane also confirmed.¹¹⁰ Mr. Rogers knew nothing about the Bankruptcy Case and did no independent investigation to verify the facts; instead, he relied on Mr. Titus.¹¹¹ Mr. Rogers understood, based on conversations with Mr. Titus, that Paraclete received the rights it purported to pursue in the lawsuits via an assignment from Mr. Lane's eldest son, Charles.¹¹² Mr. Lane, a nominal defendant in the Texas Cases, similarly claims Paraclete was pursuing Charles Lane's interests and admittedly "helped" his son pursue those interests.¹¹³

According to Mr. Rogers, his only responsibility under his engagement letter with Paraclete was to file the complaints, for which he received \$15,000, but he understood after the complaints were filed, Charles Lane was going to fund the litigation.¹¹⁴ To that end, on July 26, 2018, about a month after he filed the complaints, Mr. Rogers sent Charles an email because he wanted to explain that if Charles did not provide funds for litigation counsel, the lawsuits would be dismissed.¹¹⁵ After a brief exchange, Charles—whose "interests" supposedly were being pursued in the lawsuits—directed Mr. Rogers to "talk to my dad."¹¹⁶

That same day, Mr. Rogers received an email from a person identified as "Clare O'Brien" using email account clareobrien222@gmail.com. In the email, Ms. O'Brien listed six instructions:

- (a) First, Ms. O'Brien instructed Mr. Rogers that, to "proceed, the Assignment I sent you will need to be executed and notarized promptly";

¹⁰⁵ *Id.* at 37:24-38:4.

¹⁰⁶ *Id.* at 34:8-23; *see also* Trial Tr. 1428:24-1429:1 (Mr. Lane testifying he knew Mr. Titus at the Butner prison).

¹⁰⁷ Rogers Dep. Tr. 51:15-17, 56:14-15, 78:1-3.

¹⁰⁸ Trial Tr. 1432:3-16.

¹⁰⁹ Rogers Dep. Tr. 58:12-18.

¹¹⁰ Trial Tr. 1178:5-20, 1180:13-18, 1257:13-18; *see also id.* at 1434:2-13 (Lane testifying he provided an affidavit attesting to the "facts" to Mr. Titus and Herb), 1430:14-15 (Lane testifying he saw a draft of a complaint).

¹¹¹ Rogers Dep. Tr. 60:1-6, 77:8-10.

¹¹² *Id.* at 56:7-18; *see also* Trial Tr. 1182:6-8 (Lane referring to Charles as his "oldest son").

¹¹³ Trial Tr. 1182:6-8; 1259:9-18; 1440:4-17; *see also id.* at 1261:1-11 (Mr. Lane stating he "helped" Charles).

¹¹⁴ Rogers Dep. Tr. 53:14-21, 53:22-54:9; 101:7-12.

¹¹⁵ *See id.* at 101:24-25; Trial Ex. 152, at 4.

¹¹⁶ Trial Ex. 152, at 4.

- (b) Second, she referenced an attached “term sheet” and stated “the preferred terms” on which Legal Services will “agree to lend the monies for the legal fees,” and asked Mr. Rogers to “identify multiple law firm[s] acceptable to the parties on these terms”;
- (c) Third, Ms. O’Brien stated “the legal services agreement must either include [a] third lawsuit” by “LSF” (Legal Services) against Dr. Lane, or reduce “the monies in the agreement for the . . . Paraclete lawsuits” so “another law firm [can] handle” the suit;
- (d) Fourth, Ms. O’Brien said Mr. Rogers “must enter into Confidentiality Agreements” with Paraclete, Legal Services, and Charles Lane;
- (e) Fifth, Ms. O’Brien advised Mr. Rogers he “can easily serve Robert Lane to begin with to show good faith action to the court”; and
- (f) Sixth, Ms. O’Brien instructed Mr. Rogers to have “no correspondence with Robert Lane as Robert’s mutual friend suggested.”¹¹⁷

The email explained Legal Services would fund the litigation. Legal Services is an entity Mr. Lane incorporated that has “funded legal services” for him.¹¹⁸ The referenced “term sheet” attached to Ms. O’Brien’s email states Paraclete “intends to borrow \$100,000 to advance toward expenses and contingent fees” according to a five-step schedule. The fifth step was described as “\$20,000 (twenty-thousand dollars) when a transcript is produced from the deposition of Robert Lane.”¹¹⁹ After relating how the contingent fees were to be applied, the term sheet indicated Legal Services “will cover three lawsuits, the two [Paraclete] lawsuits and the Legal Services Funding lawsuit.”¹²⁰ Paraclete apparently was unable to find litigation counsel.

Almost three months after Ms. O’Brien contacted Mr. Rogers, the U.S. District Court for the Southern District of Texas dismissed the Second Texas Case for want of prosecution.¹²¹ Weeks later, Paraclete voluntarily dismissed the First Texas Case.¹²² No defendant was ever served. Mr. Rogers explained after the court dismissed the Second Texas Case, “all the problems started”—“[p]hone calls, e-mails, threatening letters, things that [he] didn’t expect.”¹²³ Mr. Rogers received one of those threats in an email from Ms. O’Brien on December 4, 2018 where she advised Mr. Rogers: “[w]e are

¹¹⁷ *Id.*

¹¹⁸ Trial Tr. 1299:10-11, 1300:3-9.

¹¹⁹ Trial Ex. 152, at 2.

¹²⁰ *Id.* at 3.

¹²¹ Trial Ex. 155; Trial Tr. 260:6-9.

¹²² Trial Ex. 156; Trial Tr. 260:24-25.

¹²³ Rogers Dep. Tr. 125:10-13.

informed that both Paraclete lawsuits have been dismissed” and asked him to return \$15,000 to a Las Vegas address: 840 S. Rancho Dr. Suite 4-425, Las Vegas, NV 89106. She explained, if “we receive the refund” by December 20, 2018, “there will be no need for us to take further action.”¹²⁴ Mr. Rogers had never spoken with Ms. O’Brien and believed she was really Mr. Lane.¹²⁵ He replied to the email, rebuffing the demand for \$15,000: “Very funny. You know full well the terms of my engagement. I have a box full of documents between you and Troy Titus regarding same.”¹²⁶

Mr. Rogers’s intuition was correct—Ms. O’Brien does not exist; she is a fictitious person Mr. Lane created,¹²⁷ seemingly to conceal his involvement in Legal Services or the Texas Cases. Mr. Lane applied Ms. O’Brien’s name to Legal Services’ business documents he filed with the Wyoming Secretary of State.¹²⁸ Some of those documents list Ms. O’Brien’s address at the same address Mr. Lane has used as his address of record in this and other lawsuits.¹²⁹ It was Mr. Lane who set up Ms. O’Brien’s email address and sent the correspondence purporting to be from her to Mr. Rogers.¹³⁰

Mr. Lane, using the Ms. O’Brien persona, sent Mr. Rogers at least three more emails threatening legal or other action if he did not return the money. In the first, Ms. O’Brien told Mr. Rogers he is “sadly mistaken” if he thinks “we will not take further action if [he] fail[s] to return the funds” and suggested Mr. Rogers will “have to explain” how he “fraudulently converted” the funds “to the state bar.”¹³¹ In the second email, she told Mr. Rogers to “consider the consequences . . . of not paying the funds owed us”, which she explained would include “dealing with multiple ethical complaints” to the Texas bar for “fraudulently convert[ing] funds.”¹³² The consequences for

¹²⁴ Trial Ex. 157, at 2; Rogers Dep. Tr. 128:3-14.

¹²⁵ Rogers Dep. Tr. 106:22, 131:25-19.

¹²⁶ Trial Ex. 157, at 1.

¹²⁷ See Trial Tr. 1378:17-20, 1379:7-10, 1379:12-16 (Mr. Lane invoking the privilege against self-incrimination).

¹²⁸ See Trial Ex. 258, at 1; Trial Ex. 260, at 1; Trial Tr. 1380:9-13, 1384:15-24, 1385:5-13 (Mr. Lane invoking the privilege against self-incrimination).

¹²⁹ Compare Trial Ex. 258, at 1 (Legal Services’ 2015 annual report with Ms. O’Brien’s address as 4616 W. Sahara #589, Las Vegas, NV 89102), and Trial Ex. 259, at 1 (2016 annual report listing the same address for her), with Trial Ex. 76, at 1 (same address on Mr. Lane’s complaint in the South Carolina Case), Trial Ex. 103, at 1 (same address on the complaint in the First Wyoming Case), Trial Ex. 90, at 6 (same address on the first amended complaint in the Arizona Case), and D.E. 121, at 1 (same address on Mr. Lane’s answer to the First Amended Complaint in this case).

¹³⁰ See Trial Tr. 1378:8-14, 1385:15-22, 1386:4-10, 1386:12-19 (Mr. Lane invoking the privilege against self-incrimination).

¹³¹ Trial Ex. 157, at 1.

¹³² *Id.*

Mr. Titus would likely include “losing his good behavior time” for practicing law without a license and running a business while incarcerated in the Bureau of Prisons.¹³³

In the third email, Ms. O’Brien sent Mr. Rogers a copy of a “press release that we intend to release if you fail to return our monies.”¹³⁴ An attached press release states Mr. Rogers is “the subject of multiple complaints” claiming he “fraudulently converted” and “pocketed” \$15,000 and worked “with a disbarred and unlicensed attorney, Troy Titus,” who is “incarcerated in a federal prison.”¹³⁵ The press release states the “complaints were filed by Legal Services Funding Corp., a Wyoming based company that loans monies for legal fees. . . .”¹³⁶ Finally, after quoting Ms. O’Brien, the release invites the reader to direct “[f]urther questions . . . to Legal Services Funding Corp.”¹³⁷

Mr. Rogers believed Mr. Lane sent these emails.¹³⁸ Indeed, after he received the email with the threatening press release, he addressed his response to “Dear Mr. Lane” and said, “You will not be able to hide behind your alter egos.”¹³⁹ Mr. Rogers also recalls receiving a message on his phone while he was in court that threatened to kill him.¹⁴⁰ Because the threat “was about this,” Mr. Rogers believed the threat came from Mr. Lane.¹⁴¹

After Mr. Rogers received another letter from Legal Services threatening a lawsuit, he sent a letter to Mr. Lane’s probation officer to “stop the threats and the threatening behavior and the e-mails and phone calls.”¹⁴² In the letter, he explained Mr. Lane was threatening him, writing emails using a fictitious name, and lying about the nature of Mr. Rogers’s representation of Paraclete and his involvement in the lawsuits.¹⁴³ Mr. Rogers also said Mr. Lane “agreed to pay for services rendered by funding a Limited Liability Company . . . that would retain me to file two federal

¹³³ *Id.*

¹³⁴ *Id.* at 3.

¹³⁵ *Id.* at 4.

¹³⁶ *Id.*

¹³⁷ *Id.* A press release similar in form and content was attached as an exhibit to Dr. Lane’s motion for sanctions she filed against Mr. Lane in the Teton County garnishment dispute. Trial Ex. 91, at 80. That press release, titled “Santa Barbara Attorneys and Physician Sued for Multiple Counts of Fraud,” stated Bruce Glesby, Dr. Lane, and others “were sued for multiple counts of fraud and conspiracy to commit fraud.” The press release quoted Mr. Lane discussing the defendants’ alleged fraud and expressing optimism the court “will come to a just decision,” and invited the reader to contact Mr. Lane “[f]or further information.” *Id.*

¹³⁸ Rogers Dep. Tr. 132:4, 137:1.

¹³⁹ Trial Ex. 157, at 3; *see also* Rogers Dep. Tr. 137:3-20.

¹⁴⁰ Rogers Dep. Tr. 142:22-143:7, 143:25-144:3.

¹⁴¹ *Id.* at 144:9-11.

¹⁴² Rogers Dep. Tr. 30:4-14; 146:8-9; Trial Exs. 158-159.

¹⁴³ Trial Ex. 159, at 1.

lawsuits to pursue various claims that he wanted pursued but was evidentially [*sic*] barred by [a] federal court order from pursuing himself.”¹⁴⁴ After Mr. Rogers sent the letter, the threats stopped.¹⁴⁵ However, there is no evidence Mr. Lane’s probation officer took any action on the matter.

G. At Mr. Lane’s request, Christopher Lane signed documents purporting to assign his “interests” to three litigation trusts.

After the Texas Cases purporting to pursue his eldest son’s interests proved unsuccessful, Mr. Lane turned to his youngest son, Christopher Lane. Christopher, whom Mr. Lane repeatedly refers to as “autistic,”¹⁴⁶ was a college student from 2017 until he graduated in 2020 from University of California, Los Angeles. He has no legal education or training.¹⁴⁷

At some point before Christopher’s college graduation, Mr. Lane sent Christopher three assignment agreements; asked Christopher to sign and return the agreements to him; and said doing so would “help him”, meaning Mr. Lane.¹⁴⁸ Christopher obliged and on or around May 18, 2019, he went to a UPS Store to get the agreements notarized, and sent them back to Mr. Lane via email.¹⁴⁹ The first agreement is between Christopher and “The Boulder/Windriver Fraud Litigation Trust.”¹⁵⁰ The second is between Christopher and “The Jackson Hole Bank Fraud Litigation Trust.”¹⁵¹ And the third is between Christopher and “The Retirement Plan Fraud Litigation Trust.”¹⁵² The agreements collectively state Christopher is “a beneficiary and contingent beneficiary” of the Boulder Trust, Windriver, the Riverbend Trust, the Lane IRA, and the Penobscot Pension, and he assigns his “rights, title, and claims” in those entities to the litigation trusts, and each agreement maintains the respective litigation trust, in turn, must “faithfully prosecute civil litigation” to enforce the assigned rights, title, and claims; pay Christopher two percent of the first \$4 million of any recovery; and pay Christopher a lesser percentage of any further recovery.¹⁵³ The agreements do not identify to whom the remaining recovery—98 percent or more—shall be paid.

¹⁴⁴ *Id.*; Rogers Dep. Tr. 147:20-148:17.

¹⁴⁵ *See* Rogers Dep. Tr. 146:12-13.

¹⁴⁶ *E.g.*, Trial Tr. 90:12-15; 1024:7-9.

¹⁴⁷ Christopher Dep. Tr. 41:22-42:12, 42:17-20.

¹⁴⁸ *Id.* at 65:11-16, 66:24-67:4, 90:18-91:6, 105:6-15.

¹⁴⁹ *Id.* at 64:13-25; Trial Ex. 138, at 1; Trial Ex. 139, at 1; Trial Ex. 140, at 1.

¹⁵⁰ Trial Ex. 138, at 2; Christopher Dep. Tr. 67:11-15.

¹⁵¹ Trial Ex. 139, at 2; Christopher Dep. Tr. 81:8-12.

¹⁵² Trial Ex. 140, at 2; Christopher Dep. Tr. 93:18-94:4.

¹⁵³ Trial Ex. 138, at 2; Trial Ex. 139, at 2; Trial Ex. 140, at 2.

Mr. Lane did not explain the agreements to Christopher. Mr. Lane testified he told Christopher about the alleged frauds and advised Christopher to file a lawsuit, and Christopher “wanted to pursue litigation” but preferred to have someone else “do it for him.”¹⁵⁴ Christopher does not know the details of any of the three litigation trusts.¹⁵⁵ Nor does he know what the Boulder Trust, Windriver, the Riverbend Trust, the Lane IRA, or the Penobscot Pension are, or whether he is a beneficiary or contingent beneficiary of any of those entities or retirement accounts.¹⁵⁶ When he signed the agreements, Christopher did not understand the alleged “rights, title, and claims” he was assigning, or that one of the agreements’ purposes is to pursue civil litigation.¹⁵⁷ He did not know whether he was harmed, nor did he recall being told he was harmed, by anything that happened in the Bankruptcy Case¹⁵⁸—but Mr. Lane has told him money was stolen in the Bankruptcy Case.¹⁵⁹

H. Lane caused a lawsuit to be filed under a surrogate’s name in Nevada federal court.

1. A complaint based on the Settlement Agreements and Orders was filed on behalf of Richard Friedman, the purported assignee of Mr. Lane’s and Christopher’s claims.

One month after Christopher returned the assignment agreements to Mr. Lane, a *pro se* complaint naming Mr. Friedman as the plaintiff was filed in Nevada federal court against the Bank, the Biolchini Estate, Mr. Lawton, Mr. Perino, Mr. Hingle, Mr. Barney, Mr. Smiley, Mr. O’Malley, Lindquist & Vennum, Colleen, and Trish Lane (the Nevada Case).¹⁶⁰ The complaint identified Mr. Friedman as “trustee” of The Jackson Hole Bank Fraud Litigation Trust. The complaint contained allegations about the Bankruptcy Case, the Settlement Agreements and Orders, and harms Mr. Lane allegedly has suffered, including:

- (a) “This is a civil action wherein The Bank of Jackson Hole (‘BOJH’) is believed to have filed a false and fraudulent claim in Robert M. Lane’s Chapter 7 bankruptcy”;
- (b) Certain of the defendants “breached and tortuously [*sic*] interfered with two different contracts”: the Boulder Trust agreement and Windriver’s operating agreement;
- (c) “Robert Lane assigned all of his beneficial interests, title and rights to [Boulder Trust] and [Windriver] in Nevada to Christopher Lane, his disabled son. Christopher Lane in

¹⁵⁴ Trial Tr. 1185:4-7, 1185:20-22, 1215:9-1216:5, 1261:20-22, 1451:6-15, 1453:11-25.

¹⁵⁵ Christopher Dep. Tr. 70:5-11, 83:14-84:1, 95:24-96:11.

¹⁵⁶ *Id.* at 71:6-7, 71:21-72:11, 72:17-24, 73:10-19, 96:24-97:10, 97:14-16, 98:14-99:6.

¹⁵⁷ *Id.* at 69:1-4, 69:11-13, 99:13-19, 101:21-25, 102:25-103:6.

¹⁵⁸ *Id.* at 113:5-11.

¹⁵⁹ *Id.* at 208:25-209:8.

¹⁶⁰ Trial Ex. 7, at 1; Trial Tr. 263:8-16.

turn assigned his father's beneficial rights and his own beneficial rights to The Jackson Hole Bank Fraud Litigation Trust, a Nevada Trust";

- (d) Boulder Trust's spendthrift clause prevents trust assets from being used to satisfy beneficiaries' creditors;
- (e) "Christopher Lane had only learned of the fraud and negligence committed by the Defendants in May, 2019";
- (f) "As a result of Defendant's [sic] actions, Christopher Lane, age 20 and disabled, may have had to limit his college and other future choices";
- (g) "As a result of Defendant's [sic] actions, Robert Lane, age 66, is forced to live on Social Security, no longer owns a home, and cannot collect from his trust in retirement"; and
- (h) "I believe that this case is the pinnacle of bank and attorney financial greed and I hope the Courts would redress the egregious wrongs done in this case."¹⁶¹

The Nevada Case complaint also contained the same unique allegations about bifurcation and unbundled attorney fees that Mr. Lane made in the complaints in the South Carolina, First Wyoming, and Arizona Cases, and the same typographical error in the jurisdictional allegation that Mr. Lane made in the complaints in the South Carolina and First Wyoming Cases.¹⁶²

Based on allegations about the Bankruptcy Case, the 46-page complaint alleged 12 counts, for "false claim," fraud, conspiracy to commit fraud, and "tortuous [sic] interference with contracts" and the prayer for relief sought over \$13 million in compensatory damages and punitive damages.¹⁶³ A scanned civil filing fee receipt appended to the end of the complaint identifies the remitter as GenX Management Services,¹⁶⁴ a Wyoming LLC Mr. Lane formed.¹⁶⁵

2. Mr. Lane drafted Mr. Friedman's filings, funded the Nevada Case, and used Friedman as a surrogate to conceal his involvement in and control of the lawsuit.

Mr. Friedman, the nominal plaintiff and supposed champion of Christopher Lane's interests in the Nevada Case, has never met or communicated with Christopher and Christopher knows

¹⁶¹ Trial Ex. 7, at 1-2, 7-8, 12 ¶ 30, 26 ¶ 126, 27 ¶¶ 127-28.

¹⁶² *Id.* at 9 ¶ 17, 11 ¶ 22, 45.

¹⁶³ *Id.* at 7, 27-45; Trial Tr. 265:3-4.

¹⁶⁴ Trial Ex. 7, at 48.

¹⁶⁵ Trial Tr. 1272:9-14, 1280:14-17, 1281:2-6, 1281:14-17. Mr. Lane used the laptop and cell phone owned by GenX during trial. *See id.* at 1280:2-17.

nothing about any lawsuit or claims Mr. Friedman has purported to pursue on his behalf.¹⁶⁶ Mr. Friedman does not have the education, training, or experience to prosecute a lawsuit—much less a complex, multi-party lawsuit seeking over \$10 million in damages based on allegations of fraud. Friedman was born in 1942 and has no formal education beyond two years of college. He has no legal education or training; has never read a legal opinion or the Federal Rules of Civil, Bankruptcy, or Appellate Procedure; and has never performed legal research.¹⁶⁷ He has never prepared or filed (with three or four exceptions discussed below) any legal document nor does he own a computer.¹⁶⁸

As a result of three felony convictions, Mr. Friedman has spent significant portions of his adult life in prison. He was released from prison in 2018 and sent to a halfway house in Las Vegas, Nevada, where he stayed from March 2018 to about November 2018, and where he met Mr. Lane. When Friedman checked into the halfway house, he met Lane.¹⁶⁹ Mr. Friedman and Mr. Lane met intermittently after their release from the halfway house.¹⁷⁰ At one of their meetings, Mr. Lane told Friedman he was “going to be involved in a lawsuit with a bank in Jackson Hole, Wyoming” that cheated his autistic son out of money and asked Mr. Friedman to be a “trustee” in the lawsuit.¹⁷¹ Mr. Friedman understood, in exchange for his participation, he would receive two percent of any recovery in the lawsuit.¹⁷² Mr. Friedman, who had just spent 21 years in federal prison and emerged to a new “world of smartphones and everything else,” agreed to Mr. Lane’s proposal.¹⁷³

From then on, Mr. Lane prepared legal documents, including the complaint, and brought them to Mr. Friedman for Mr. Friedman’s signature.¹⁷⁴ Mr. Lane told Mr. Friedman, “you’re doing

¹⁶⁶ Friedman Dep. Tr. 65:5-19; Christopher Dep. Tr. 14:25-15:2, 15:3-7, 108:1-3.

¹⁶⁷ Friedman Dep. Tr. 19:8, 19:20-20:7, 20:14-21:8.

¹⁶⁸ *Id.* at 42:5-14, 44:3-14, 46:8-9, 74:14-21.

¹⁶⁹ *Id.* at 36:1-18, 46:17-24; Trial Tr. 1184:11-14.

¹⁷⁰ Friedman Dep. Tr. 49:12-22.

¹⁷¹ *Id.* at 50:1-51:25; *see also* Trial Tr. 1212:13-18 (Mr. Lane invoking the Fifth Amendment when asked if he asked Friedman to be the trustee), 1212:9-12 (Mr. Lane testifying he “may have helped write the trust agreement” for The Jackson Hole Bank Fraud Litigation Trust).

¹⁷² *See* Friedman Dep. Tr. 78:6-8.

¹⁷³ *Id.* at 50:20-51:1, 77:25-78:1.

¹⁷⁴ *Id.* at 52:16-22, 84:6-24; *see also id.* at 78:18-19 (“So he was doing all the legal work. All I was doing was supplying the signature.”); Trial Tr. 1188:9-10 (Mr. Lane invoking the privilege against self-incrimination when asked if he drafted any paragraphs of the complaint), 1211:3-7 (Lane invoking the same privilege when asked if he drafted every single paragraph of the complaint). Mr. Lane also invoked the privilege against self-incrimination when Plaintiffs asked which paragraphs he drafted in the Nevada complaint and if he drafted certain individual allegations and every claim in that complaint. Trial Tr. 1210:23-1211:1, 1265:17-21, 1268:10-14, 1268:22-25, 1269:2-7, 12-16, 18, 1270:1, 14-17, 1271:9-12, 19-22.

this pro se, but I'm doing the legal work.”¹⁷⁵ Mr. Friedman understood he was involved as a *pro se* litigant because Mr. Lane tried to bring a lawsuit before but “was denied access.”¹⁷⁶ Mr. Lane prepared every document filed on Mr. Friedman's behalf in the Nevada Case.¹⁷⁷ Mr. Lane also did not give Mr. Friedman an opportunity to review any of the legal documents before they were filed. Nor did he explain to Mr. Friedman what was going to happen in the case.¹⁷⁸ But Mr. Lane did tell Mr. Friedman that an insurance company for the Bank or the lawyers would, sooner or later, “get tired of the litigation and agree to settle.”¹⁷⁹ Mr. Friedman knows nothing about the Bankruptcy Case and has “no idea” what The Jackson Hole Bank Fraud Litigation Trust is.¹⁸⁰ He knows nothing about the parties he sued, and he performed no investigation before the lawsuit was filed.¹⁸¹

Mr. Lane, through GenX, funded the litigation.¹⁸² Mr. Friedman did not pay any filing or court fees in connection with the lawsuits to which he was a party.¹⁸³ Mr. Lane set up and paid for the mailbox identified as Mr. Friedman's address on the complaint, and filings from the court and parties were sent to that address.¹⁸⁴ Mr. Lane paid the filing fees and used GenX's FedEx account to mail pleadings.¹⁸⁵ He set up and had access to the email address identified as Mr. Friedman's on the complaint—rfriedman.jhbfrust@gmail.com—an address Mr. Friedman never used.¹⁸⁶ Mr. Friedman personally dropped off only three or four filings at the courthouse, and when he took documents to the court, it was Mr. Lane who drove him there.¹⁸⁷

The parties Mr. Friedman sued moved to dismiss the complaint, and the Nevada federal court entered an order dismissing the Nevada Case on August 11, 2020.¹⁸⁸ The court noted the lack

¹⁷⁵ Friedman Dep. Tr. 52:23-25; *see also id.* at 264:6-8.

¹⁷⁶ *Id.* at 14:25-15:4, 16:8; *see also id.* at 53:22-23.

¹⁷⁷ *See* Trial Tr. 1364:18-24 (Mr. Lane invoking the privilege against self-incrimination).

¹⁷⁸ Friedman Dep. Tr. 85:12-16; 88:15-17.

¹⁷⁹ *Id.* at 117:14-19.

¹⁸⁰ Friedman Dep. Tr. 76:24-77:23, 89:23.

¹⁸¹ *Id.* at 87:15-22, 89:7-12.

¹⁸² Trial Tr. 1278:5-14.

¹⁸³ Friedman Dep. Tr. 294:8-13.

¹⁸⁴ Friedman Dep. Tr. 37:4-39:19.

¹⁸⁵ Trial Tr. 1279:4-11, 1279:19-20.

¹⁸⁶ Trial Ex. 7, at 1; Friedman Dep. Tr. 58:17-60:3; *see also* Trial Tr. 1282:20-1283:1 (Mr. Lane invoking the privilege against self-incrimination when asked if he set up the email address).

¹⁸⁷ *Id.* at 262:14, 263:6, 297:3-14; *see also* Trial Tr. 1211:9-13 (Mr. Lane invoking the privilege against self-incrimination when asked if he directed Friedman to file the complaint), 1320:18-23 (Mr. Lane invoking the same privilege when asked if he drove Mr. Friedman to the Nevada court to drop off court filings).

¹⁸⁸ Trial Ex. 95; Trial Tr. 270:6.

of diversity jurisdiction was cured by dismissing Lindquist & Vennum, as plaintiff requested in a separate motion, but the court ruled only Mr. O'Malley was subject to personal jurisdiction in Nevada. In any event, the court concluded it lacked subject-matter jurisdiction over the claim against Mr. O'Malley, under the *Barton* doctrine.¹⁸⁹ Because the defendants' arguments on subject-matter jurisdiction, personal jurisdiction, and the *Barton* doctrine were dispositive of all the claims, the court did not consider the defendants' other arguments based on statutes of limitations, claim and issue preclusion, and impermissible assignment.¹⁹⁰

Mr. Friedman filed a notice of appeal of the order dismissing the claims against Mr. O'Malley in the U.S. Court of Appeals for the Ninth Circuit.¹⁹¹ But because of the settlement agreement Mr. Friedman later entered with Plaintiffs, Mr. Friedman dismissed the appeal.¹⁹²

From the date Mr. Lane caused the complaint to be filed through the date judgment entered in the defendants' favor, 153 filings were made on the docket and the Nevada Case was only pending for over one year.¹⁹³

I. Mr. Lane caused a lawsuit to be filed under a surrogate's name in Connecticut federal court in 2020.

1. A complaint based on the Settlement Agreements and Orders was filed on behalf of Jeffrey Plimpton, another purported assignee of Christopher's claims.

On March 11, 2020—while the Nevada Case still was pending—a complaint naming Mr. Plimpton as the plaintiff and purported assignee of Christopher Lane's rights was filed in Connecticut federal court against the Bank, Mr. Perino, Holland & Hart, Hingle, Mr. Barney, Mr. Royal, Mr. Smiley, Mr. Gilbert, Mr. O'Malley, Ballard Spahr, Colleen, Matthew, Trish, and Tim Lane, the Estate of Patricia A. Lane (Mr. Lane's mother), Mr. Meier, Hathaway & Kunz, Mr. Buckley, DFWU, and Windriver (the Connecticut Case). Mr. Lane was also named a defendant.¹⁹⁴ The complaint contained claims about the Settlement Agreements and Orders, including:

- (a) Mr. Plimpton "holds title, ownership[,] and rights to the tort claims and related claims of an autistic 21-year-old student Christopher" in the Lane IRA and the Penobscot Pension;

¹⁸⁹ Trial Ex. 95, at 3-8; *Barton v. Barbour*, 104 U.S. 126 (1881).

¹⁹⁰ Trial Ex. 95, at 1-2.

¹⁹¹ Trial Ex. 105, at 1; Trial Tr. 271:19-22.

¹⁹² Trial Tr. 272:13; *see also* Trial Ex. 110 (order granting stipulated motion for voluntary dismissal of appeal).

¹⁹³ Trial Ex. 252, at 20.

¹⁹⁴ Trial Ex. 40, at 1, 5 ¶ 30; Trial Tr. 272:15-16; *id.* at 1284:1-5.

- (b) On or about February 25, 2013, Colleen, Matthew, Trish, Patricia A. Lane, and Tim, in violation of DFWU's and Windriver's operating agreements and the Lane IRA agreement, "signed a document called 'The Lane Family Settlement Agreement'" transferring DFWU's, the Lane IRA's, the Penobscot Pension's, and Windriver's assets to the Trustee; and
- (c) The Bank, Mr. Perino, Holland & Hart, and Mr. Hingle "filed a false claim" in the Bankruptcy Case based on a loan to Boulder Trust and secured by Boulder Trust's assets, in violation of the Lane IRA trust agreement, ERISA, and other statutes.¹⁹⁵

It also contained the same unique allegation about bifurcation that appeared in the South Carolina, First Wyoming, Arizona, and Nevada Cases, and the same typographical error in the jurisdictional allegation that appeared in the South Carolina, First Wyoming, and Nevada Cases.¹⁹⁶

Based on allegations about the Settlement Agreements and Orders, the 33-page complaint asserted 13 counts, including breach of fiduciary duty by trustee, breach of duty of managers, "intentional tortuous [*sic*] interference with contract," "negligent tortuous [*sic*] interference with contracts," fraud, and conspiracy to commit fraud.¹⁹⁷ The prayer for relief in the Connecticut Case sought over \$12 million in compensatory damages and \$8 million in punitive damages.¹⁹⁸

2. Mr. Lane drafted Mr. Plimpton's filings in the Connecticut Case and used Mr. Plimpton as a surrogate to conceal his involvement in and control of the lawsuit.

Like Mr. Friedman, Mr. Plimpton has never met or communicated with Christopher Lane.¹⁹⁹ He knows nothing about Christopher except that he is "an autistic individual."²⁰⁰ Christopher knows nothing about the lawsuit Mr. Plimpton purported to pursue on his behalf.²⁰¹ Also, like Mr. Friedman, Mr. Plimpton lacks the education, training, and experience one would expect of someone who filed a complex, multi-party civil lawsuit. He has never prepared a legal document that was filed in a court, has no legal education or training, and has never performed legal research.²⁰² Nor has he read the Federal Rules of Civil, Bankruptcy, or Appellate Procedure.²⁰³

¹⁹⁵ *Id.* at 5-6 ¶¶ 34-35, 11 ¶ 67, 18 ¶¶ 96-97.

¹⁹⁶ *Id.* at 4 ¶ 25, 5 ¶ 33.

¹⁹⁷ *Id.* at 26-32.

¹⁹⁸ *Id.* at 32; Trial Tr. 273:10-11.

¹⁹⁹ Plimpton Dep. Tr. 119:20-22; Christopher Dep. Tr. 15:23-16:2.

²⁰⁰ Plimpton Dep. Tr. 119:14-19.

²⁰¹ Christopher Dep. Tr. 15:20-22.

²⁰² Plimpton Dep. Tr. 32:21-23, 41:4-6, 42:12-13, 115:9-11.

²⁰³ *Id.* at 42:1-6.

Yet another similarity is Mr. Plimpton's criminal history also led him to meet Mr. Lane. Mr. Plimpton was charged with and convicted of one felony count of wire fraud and was sentenced to 24 months in prison, where he remained until October 2018.²⁰⁴ While serving his prison sentence in Butner, North Carolina, Mr. Plimpton met Mr. Lane.²⁰⁵

In 2019, after Mr. Plimpton was released from prison, Mr. Lane contacted him and explained that assets Christopher was entitled to inherit had fraudulently been taken.²⁰⁶ Mr. Lane then sent Mr. Plimpton a draft of the complaint, and Mr. Plimpton reviewed it and decided to help recover the assets.²⁰⁷ After Mr. Plimpton agreed to help, Mr. Lane prepared and sent other legal papers to Mr. Plimpton by mail, and Plimpton signed the papers and returned them to Mr. Lane. Mr. Plimpton recalls signing only three or four documents.²⁰⁸ Mr. Lane prepared every paper filed on Mr. Plimpton's behalf,²⁰⁹ and Mr. Plimpton never filed anything with the court or paid filing fees.²¹⁰ Mr. Plimpton never asked Mr. Lane why his name had to be used on the complaint, nor did he communicate with anyone other than Mr. Lane about the papers sent him.²¹¹

That Mr. Lane was behind the Connecticut Case is apparent from the papers he prepared and filed under Mr. Plimpton's name. For example, an Emergency Motion for Preliminary Injunction was filed on Mr. Plimpton's behalf. Handwriting on the USPS shipping label appended to the filing reads "From J. Plimpton" and provides a Maryland address, but the printed USPS shipping label appended to the filing states: "U.S. Postage Paid[,], PM 2-Day[,], Las Vegas, NV[,], 89199."²¹² Mr. Plimpton did not prepare the motion—Mr. Lane did.²¹³ He then mailed the motion to

²⁰⁴ *Id.* at 47:17-25, 48:1-49:7, 63:13-14.

²⁰⁵ *Id.* at 59:2-7, 117:6-11; *see also* Trial Tr. 1213:8-13 (Mr. Lane testifying he met Mr. Plimpton in Butner).

²⁰⁶ Plimpton Dep. Tr. 112:8-12, 118:1-10.

²⁰⁷ *See id.* at 112:5-20, 113:6-21; *see also id.* at 143:5-7 (Mr. Lane was the only person who sent documents relating to the lawsuit to Mr. Plimpton), 194:23-195:1 (all documents sent to Mr. Plimpton "came from Mr. Lane"); *see also* Trial Tr. 1213:14-18 (Mr. Lane invoking the privilege against self-incrimination when asked if he drafted the complaint). Mr. Lane also invoked the privilege against self-incrimination when Plaintiffs asked which paragraphs he drafted in the Connecticut complaint, if he provided assistance in drafting the complaint, and if he drafted every single paragraph and claim of that complaint. Trial Tr. 1213:22-24, 1214:1-5, 1284:24-1285:3, 1285:8-14, 1286:7-16.

²⁰⁸ Plimpton Dep. Tr. 116:5-19, 133:2-7, 141:7-9.

²⁰⁹ *See* Trial Tr. 1365:1-7 (Mr. Lane invoking the privilege against self-incrimination).

²¹⁰ Plimpton Dep. Tr. 126:24-127:3, 127:15-20.

²¹¹ *Id.* at 119:9-13, 195:2-4.

²¹² Trial Ex. 41, at 33; Trial Tr. 340:21-24.

²¹³ Plimpton Dep. Tr. 145:18. *See* Trial Tr. 1352:14-24 (Mr. Lane invoking privilege against self-incrimination).

Mr. Plimpton, and Mr. Plimpton signed it and mailed it back to him.²¹⁴ Mr. Lane proceeded to file the motion via mail.²¹⁵ The handwriting on the shipping label isn't Mr. Plimpton's—it's Mr. Lane's—as Mr. Plimpton has not been to Las Vegas since 1989.²¹⁶ Another example is a Motion to Have Court Set Aside Orders on Time Extension also filed on Mr. Plimpton's behalf. The FedEx shipping label appended to the filing names Mr. Lane at the same address "Ms. O'Brien" provided in her email to Mr. Rogers in a box beneath the "Origin ID":

Robert Michael Lane
Jenx [sic]
840 S Rancho Dr.
Ste. 4-425
Las Vegas, NV 89106²¹⁷

Mr. Lane drafted the motion.²¹⁸ He then sent it to Mr. Plimpton and without explaining it, asked Mr. Plimpton to sign it, which he did and returned to Mr. Lane.²¹⁹ Mr. Lane then mailed the motion to the court using his FedEx shipping account.²²⁰

Mr. Lane's involvement is made even more apparent by his conduct at Mr. Plimpton's deposition.²²¹ Mr. Plimpton, who ostensibly sued Mr. Lane for over \$20 million, arrived at his deposition with documents to help him "better understand the different lawsuits."²²² It was Mr. Lane who sent him the documents.²²³ Mr. Lane also sought to prevent Mr. Plimpton from testifying. When Plaintiffs asked Mr. Plimpton what factual basis he had for the allegations in the Connecticut Case, for example, Mr. Lane said, "Mr. Plimpton, if you want to raise a Fifth Amendment objection and not answer that question, you're free to do so."²²⁴

²¹⁴ Plimpton Dep. Tr. 146:2-9, 149:14-16; Trial Tr. 1353:1-9 (Mr. Lane invoking the privilege against self-incrimination).

²¹⁵ See Trial Tr. 1354:2-7 (Mr. Lane invoking the privilege against self-incrimination).

²¹⁶ Plimpton Dep. Tr. 151:24-152:12; Trial Tr. 1353:17-20 (Mr. Lane invoking the privilege against self-incrimination).

²¹⁷ Trial Ex. 43; Trial Tr. 341:12-16.

²¹⁸ See Trial Tr. 1354:9-12 (Mr. Lane invoking the privilege against self-incrimination).

²¹⁹ Plimpton Dep. Tr. 156:6-19; see also Trial Tr. 1354:14-17 (Mr. Lane invoking the privilege against self-incrimination).

²²⁰ Trial Tr. 1355:6-11 (Mr. Lane invoking the privilege against self-incrimination); Trial Ex. 43, at 13.

²²¹ The court offered Mr. Lane an opportunity to supplement Plaintiffs' deposition designations. He did not designate deposition testimony nor timely object to Plaintiffs' designations per the court's Scheduling Order and orders on deposition testimony designations. D.E. 224, at 3 ¶ 9; D.E. 493, at 2-3.

²²² Plimpton Dep. Tr. 18:17-19:2.

²²³ *Id.* at 19:3-4.

²²⁴ *Id.* at 113:9-11.

Mr. Plimpton understands little about the Connecticut Case. He knows nothing about the Bankruptcy Case except Mr. Lane “filed for bankruptcy many years ago.”²²⁵ He has no factual basis for, and performed no investigation to verify the accuracy of, the allegations in the complaint.²²⁶ He does not know if those allegations are true.²²⁷ He also has no factual basis for certain of the sworn statements attributed to him in affidavits that purport to bear his signatures and were appended to his court filings.²²⁸ He knows nothing about the defendants except that some of them are Mr. Lane’s family members.²²⁹ He did not know he sued Mr. Lane until after the complaint had been filed.²³⁰

As he did in the Nevada Case, Mr. Lane set up an email address purporting to be Mr. Plimpton’s and funded the litigation. The address identified as Mr. Plimpton’s on the complaint is a mailbox at a UPS Store.²³¹ Mr. Plimpton set up the mailbox and paid for it initially, but after he no longer could afford to do so, Mr. Lane started to pay for it.²³² Mr. Lane set up the email address identified as Mr. Plimpton’s on the complaint—jplimpton.fraudlitigation@gmail.com—an email address Mr. Plimpton never had access to and knows nothing about.²³³

On February 26, 2021, the U.S. District Court for the District of Connecticut dismissed 18 of the defendants and transferred Mr. Plimpton’s remaining claims against Mr. Lane (the only other defendant who had appeared), DFWU, and Windriver to the U.S. District Court for the District of Wyoming.²³⁴ In the order, the court (1) ruled the *Barton* doctrine deprived the court of subject-matter jurisdiction over the claims against Mr. Barney, Mr. Royal, Mr. Smiley, Mr. Gilbert, Mr. O’Malley, and Ballard Spahr; (2) concluded Holland & Hart, Mr. Hingle, Trish, the Estate of Patricia A. Lane, Matthew, and Tim Lane, Mr. Meier, Mr. Buckley, Hathaway & Kunz, the Bank, and Mr. Perino

²²⁵ *Id.* at 143:14-20, 260:4-6 (“I have to be blunt about it. I don’t understand most of these documents anyway that I’m reading.”).

²²⁶ *Id.* at 113:6-25; *see also id.* at 142:11-15.

²²⁷ *Id.* at 114:12-115:7.

²²⁸ *See, e.g.,* Trial Ex. 44, at 9-11, 13 (affidavit attached to a motion filed under Mr. Plimpton’s name in a parcel identifying Mr. Lane on the shipping label); Plimpton Dep. Tr. 166:13-167:21, 168:14-169:3.

²²⁹ Plimpton Dep. Tr. 114:6-11; *see also id.* at 138:5-23 (“I don’t think anything about any of these defendants on this page, nothing. . . . I don’t know anything about any of those folks.”).

²³⁰ *Id.* at 124:5-10.

²³¹ Trial Ex. 40, at 1; Plimpton Dep. Tr. 131:1-14.

²³² Plimpton Dep. Tr. 131:18-23; 132:1-7.

²³³ Trial Ex. 40, at 1; Plimpton Dep. Tr. 134:4-13; *see also* Trial Tr. 1282:9-18 (Mr. Lane invoking the privilege against self-incrimination when asked if his testimony is that he does not remember whether he set up that email address), 1283:16-21 (Mr. Lane invoking the same privilege when asked why he set up an email address for someone suing him).

²³⁴ Trial Ex. 111, at 47-48 & n.3.

are not subject to personal jurisdiction in Connecticut; (3) ruled the claims against Colleen, Trish, the Estate of Patricia A. Lane, Matthew, and Tim Lane, Holland & Hart, Mr. Hingle, Mr. Meier, Mr. Buckley, Hathaway & Kunz, the Bank, Mr. Perino, Mr. Barney, Mr. Royal, Ballard Spahr, Mr. O'Malley, Mr. Smiley, and Mr. Gilbert are barred by the applicable statutes of limitations; and (4) adopted the defendants' "claim and issue preclusion arguments . . . without further discussion."²³⁵

After the Connecticut Case was transferred to the U.S. District Court for the District of Wyoming—where only Mr. Plimpton's claims against Mr. Lane, DFWU, and Windriver remained—no action was taken to further the lawsuit, and the District Court (Johnson, J.) dismissed the case for failure to prosecute:

The Court previously notified Plaintiff that it intended to dismiss his case for failure to prosecute if he did not respond by August 9, 2021. Plaintiff has failed to respond to the Court's Notice of Impending Dismissal, so the Court hereby **DISMISSES** the case for failure to prosecute.²³⁶

From the date Mr. Lane caused the complaint to be filed through the date the court granted the defendants' motion to dismiss, 125 filings had been made on the docket and the Connecticut Case had been pending for almost one year.²³⁷

J. Mr. Lane caused a lawsuit to be filed in Mr. Friedman's name in Wyoming federal court.

On August 24, 2020—while the Connecticut Case was still pending, after this court reopened the Bankruptcy Case, and after Plaintiffs filed this adversary proceeding—another complaint with Mr. Friedman as the plaintiff was filed in the U.S. District Court for the District of Wyoming against the Bank, the Biolchini Estate, Mr. Lawton, Mr. Perino, Mr. Hingle, Colleen and Trish Lane, Mr. Meier, Hathaway & Kunz, and Mr. Buckley (Second Wyoming Case).²³⁸ The complaint's claims were directed at the Settlement Agreements and Orders and largely identical to those in the Nevada Case. The complaint similarly asserted 12 counts against the defendants, including fraud, conspiracy, and "tortuous" [*sic*] interference.²³⁹ It did not sue the trustees and their counsel, who already defeated the claims against them in the Nevada Case based, in part, on the *Barton* doctrine,

²³⁵ *Id.* at 22-26, 30-45, 45 n.2.

²³⁶ Trial Ex. 113; Trial Tr. 281:16-23.

²³⁷ Ex. 253, at 7, 18.

²³⁸ Trial Ex. 9, at 1; Trial Tr. 277:25-278:4.

²³⁹ Compare, e.g., Trial Ex. 7, at 2 (first paragraph in overview section with the introductory phrase, "This is a civil action wherein . . ."), with Trial Ex. 9, at 2 (second paragraph in overview section that omits the above-quoted introductory phrase but is otherwise identical); see also Trial Ex. 9, at 28-45 (the 12 counts).

and who moved this court to order Mr. Friedman and Mr. Plimpton to dismiss their lawsuits based on the same doctrine.²⁴⁰ The complaint also contained the same unique allegation about bifurcation that appeared in the South Carolina, First Wyoming, Arizona, Nevada, and Connecticut Cases; the same typographical error in the jurisdictional allegation that appeared in the South Carolina, First Wyoming, Nevada, and Connecticut Cases; and the same request for unbundled attorney fees that appeared in the South Carolina, First Wyoming, Arizona, and Nevada Cases.²⁴¹ The prayer for relief sought over \$47.5 million in compensatory damages and \$20 million in punitive damages.²⁴²

By order dated March 29, 2021, the District Court (Johnson, J.) dismissed the complaint, for three independent reasons: (1) the court lacked subject-matter jurisdiction; (2) the applicable statutes of limitations barred the tort claims; and (3) the claims were barred by claim and issue preclusion based on this court's orders and orders entered by the District Court in *Lane v. Buckley*, No. 15-CV-155-NDF (D. Wyo.).²⁴³

Mr. Friedman did not know a complaint had been filed on his behalf in the U.S. District Court for the District of Wyoming before he was deposed in this adversary proceeding.²⁴⁴ Nor did he have any basis to sue any of the defendants in the Second Wyoming Case, or investigate any claims before the case was filed.²⁴⁵ It is evident it was Mr. Lane who, for a second time, filed the Second Wyoming Case under Mr. Friedman's name to conceal his involvement in the litigation.

V. Plaintiffs moved to reopen the Bankruptcy Case and filed this adversary proceeding, and discovery exposed Mr. Lane's involvement, financial interest in, and control of, the lawsuits.

Shortly after the Connecticut Case was filed, Plaintiffs moved to reopen the Bankruptcy Case, filed this adversary proceeding, and requested orders enjoining Mr. Lane from continuing to file lawsuits against them. Although Mr. Lane denied involvement in the lawsuits nominally filed under others' names, discovery revealed not only that Mr. Lane was involved in them, but also that he had a financial interest in the ones he caused to be filed under Mr. Friedman's and Mr. Plimpton's names. Discovery also revealed Mr. Lane made great efforts to conceal his involvement in and control over those lawsuits. Discovery further revealed that, even after the Bankruptcy Case

²⁴⁰ D.E. 1696 (Bankruptcy Case).

²⁴¹ Trial Ex. 9, at 9 ¶ 15, 10 ¶ 21, 45.

²⁴² *Id.* at 46.

²⁴³ Trial Ex. 182; Trial Tr. 278:12-14

²⁴⁴ Friedman Dep. Tr. 122:9, 123:7, 124:9, 124:23.

²⁴⁵ *Id.* at 122:25-123:4, 123:7.

was reopened, Mr. Lane prepared, signed, and filed papers, affidavits, and declarations under Mr. Friedman's, Mr. Plimpton's, and Christopher Lane's names in this court and others. That Mr. Lane effectively was acting alone was confirmed when Mr. Friedman, Mr. Plimpton, and Christopher were deposed, and when each of them freely walked away from their purported claims, leaving Mr. Lane—who discouraged them from settling—as the sole remaining Defendant.

A. Plaintiffs moved to reopen the Bankruptcy Case and enforce the *Barton* doctrine.

On April 17, 2020, about five weeks after Mr. Lane caused the Connecticut Case to be filed, certain Plaintiffs moved to reopen the Bankruptcy Case, asking the court “to enforce its prior orders . . . and bring to an end numerous lawsuits [Lane] and his assignees have filed throughout the country collaterally attacking those orders.”²⁴⁶ After hearing the parties' arguments, the court reopened the case.²⁴⁷ Days later, the Trustee, Successor Trustee, Mr. Smiley, Mr. Gilbert, Mr. O'Malley, and Ballard Spahr moved the court to enter an order under the *Barton* doctrine (1) requiring Mr. Friedman and Mr. Plimpton to dismiss their respective cases and (2) awarding the movants fees and costs.²⁴⁸ After briefing, the court granted the motion, ruling Mr. Friedman and Mr. Plimpton violated the *Barton* doctrine by filing the Nevada and Connecticut Cases, ordering those cases dismissed, and ordering the movants to file a certificate of costs.²⁴⁹

Movants filed a certificate of fees and costs for over \$266,000 incurred to defend the cases and seeking relief in this court under the *Barton* doctrine.²⁵⁰ The court recognized the movants' “extreme efforts . . . to defend this court's orders entered in the Lane bankruptcy in unrelated jurisdictions,” but also recognized Mr. Friedman's and Mr. Plimpton's limited income. Thus, it entered an award jointly and severally against Mr. Friedman and Mr. Plimpton for \$2,953.23 in costs and \$25,000 in attorney fees.²⁵¹ Despite the court ordering Mr. Friedman dismiss the Nevada Case and Mr. Plimpton dismiss the Connecticut Case, neither of them acted to dismiss either case.²⁵² The cases were dismissed only when the courts granted the defendants' Rule 12 motions to dismiss.

²⁴⁶ D.E. 1636, at 1 (Bankruptcy Case).

²⁴⁷ D.E. 1677 (Bankruptcy Case).

²⁴⁸ D.E. 1696 (Bankruptcy Case).

²⁴⁹ D.E. 1787, at 10 (Bankruptcy Case). Mr. Lane, who was an alleged *defendant* in the Connecticut Case, moved this court to hold an evidentiary hearing on the motion to enforce the *Barton* doctrine, which the court denied. D.E. 1727, at 1 (Bankruptcy Case), D.E. 1787, at 10 (Bankruptcy Case).

²⁵⁰ See D.E. 1808, at 1-2 (Bankruptcy Case).

²⁵¹ *Id.* at 5-7.

²⁵² See generally Trial Ex. 252; Trial Ex. 253.

B. Plaintiffs filed this adversary proceeding against Mr. Lane, Christopher Lane, Mr. Friedman, and Mr. Plimpton.

Plaintiffs filed their Complaint in this case on June 12, 2020 and their First Amended Complaint on July 31, 2020.²⁵³ The amended complaint, which seeks no monetary damages, asserts two claims for relief. The first is for a declaratory judgment that:

- (a) This court retains exclusive jurisdiction over the subject matter of the Settlement Agreements and Settlement Orders;
- (b) The Settlement Agreements are valid and enforceable according to their terms;
- (c) The Settlement Orders remain in full force and effect; and
- (d) The filing and continued prosecution of the Nevada and Connecticut Cases violate the Settlement Agreements, the Settlement Orders, and the *Barton* doctrine.²⁵⁴

The second claim is for a preliminary and permanent injunction enjoining Mr. Lane “from continuing his commencement of frivolous and vexatious litigation.”²⁵⁵

C. Discovery revealed Mr. Lane’s efforts to conceal his control of, and involvement and financial interest in, the lawsuits.

In his pleadings and up until he took his oath on the witness stand, Mr. Lane denied involvement in the lawsuits and acting in concert with Mr. Friedman, Mr. Plimpton, or Christopher. When addressing the allegation Mr. Lane acted in concert with them to initiate the Nevada and Connecticut Cases, he responded: “Plaintiffs have presented no evidence to substantiate this claim.”²⁵⁶ He also asserted, “Plaintiffs, without any evidence, claim that Robert Lane used surrogates to sue them.”²⁵⁷ He went so far as to call Plaintiffs’ allegations a “big lie” and repeatedly asked the rhetorical question: “Are Plaintiffs actually suggesting that Lane sued himself?”²⁵⁸

Contrary to Mr. Lane’s denials, and as set forth in the court’s findings above, discovery revealed Mr. Lane prepared and filed Mr. Friedman’s and Mr. Plimpton’s filings in the Nevada,

²⁵³ Trial Exs. 72 (D.E. 32), 122 (D.E. 1); Trial Tr. 277:3-4, 9-10.

²⁵⁴ D.E. 32, at 13-14.

²⁵⁵ D.E. 32, at 14-15. At the same time they filed their Complaint, Plaintiffs also filed a Motion for Preliminary and Permanent Injunction. D.E. 3. The court entered a preliminary injunction on March 4, 2021. D.E. 170. Trial Tr. 277:17-20.

²⁵⁶ D.E. 32, at 14-15.

²⁵⁷ D.E. 557, at 4.

²⁵⁸ *E.g.*, D.E. 557, at 6; Trial Tr. 105:19-20 (Mr. Lane stating in his opening: “Now, their big lie in this case is that I use surrogates to sue on my behalf.”).

Connecticut, and Second Wyoming Cases. Even beyond that, discovery also revealed Mr. Lane had Mr. Friedman and Mr. Plimpton sign confidentiality agreements to conceal his involvement in the lawsuits he filed under their names; had a financial interest in the outcome of such lawsuits; and applied Mr. Friedman's, Mr. Plimpton's, and Christopher Lane's signatures to papers, affidavits, and declarations filed in this court and others.

1. Mr. Lane had Mr. Friedman and Mr. Plimpton sign confidentiality agreements to conceal Mr. Lane's involvement in the lawsuits.

At a discovery hearing, the court ordered Mr. Lane to produce certain documents he previously provided to the court for *in camera* inspection.²⁵⁹ Two days later, Mr. Lane sent Plaintiffs an email with 11 attachments.²⁶⁰ The attachments include:

- (a) two non-disclosure agreements purporting to have been signed by Mr. Friedman and Mr. Plimpton, respectively²⁶¹;
- (b) nondisclosure or confidentiality agreements between Mr. Lane, on the one hand, and Christopher, GenX, or Legal Services, on the other²⁶²;
- (c) fully executed copies of the assignment agreements between Christopher and The Jackson Hole Bank Fraud Litigation Trust and The Retirement Plan Fraud Litigation Trust bearing Mr. Friedman's and Mr. Plimpton's signatures, respectively²⁶³;
- (d) a "Jackson Hole Bank Fraud Litigation Trust Agreement"²⁶⁴; and
- (e) a "Retirement Plan Litigation Trust Agreement."²⁶⁵

Mr. Friedman's and Mr. Plimpton's non-disclosure agreements, which are virtually identical, state the respective signatories know and will learn "confidential information" about Boulder and Riverbend Trusts, Windriver, the Lane IRA, the Penobscot Pension, Legal Services, the three litigation trusts, and those entities' or retirement plans' beneficiaries or owners.²⁶⁶ They also

²⁵⁹ See D.E. 378, at 2 ¶¶ 3-4.

²⁶⁰ Trial Ex. 233; Trial Tr. 1288:3-10.

²⁶¹ Trial Ex. 233, at 2, 10.

²⁶² *Id.* at 19, 23, 25.

²⁶³ *Id.* at 5, 13, 15.

²⁶⁴ *Id.* at 7.

²⁶⁵ *Id.* at 16.

²⁶⁶ *Id.* at 2, 10. Mr. Plimpton's agreement further identifies the referenced beneficiaries or owners as Lane, Christopher, "and others." *Id.* at 10.

state the respective signatories agree not to disclose the “confidential information” unless a court orders the information disclosed and the recipient of the information posts a \$15 million bond.²⁶⁷

The court finds Mr. Lane prepared these agreements, requiring Mr. Friedman and Mr. Plimpton to sign them, based on the agreements’ unique and specific content, and the fact they were in Mr. Lane’s possession so he could produce them. Additionally, Mr. Friedman’s and Mr. Plimpton’s testimony about Mr. Lane’s involvement in the lawsuits filed under their names, and Mr. Lane’s repeated invocations of the Fifth Amendment privilege against self-incrimination in response to questions about whether he drafted the agreements and required Mr. Friedman and Mr. Plimpton to sign them, support this finding.²⁶⁸ The court further finds, based on the agreements’ apparent purposes, Mr. Friedman’s and Mr. Plimpton’s testimony, and Mr. Lane’s invocations of the privilege against self-incrimination, Mr. Lane asked Mr. Friedman and Mr. Plimpton to sign them to conceal his involvement in the lawsuits he filed under Mr. Friedman’s and Mr. Plimpton’s names.²⁶⁹

The “Jackson Hole Bank Fraud Litigation Trust Agreement” and “Retirement Plan Litigation Trust Agreement,” in turn, also are virtually identical. Each states Christopher Lane, “desiring to create a Trust for the benefit of the beneficiaries named herein,” assigns to the trustee certain claims or “beneficial rights.”²⁷⁰ Each state the trustee “shall hold the property” for three “beneficial interests”: “16.5% interest to Christopher”; “16.5% interest to Charles”; and “67% interest to Royal Orchid Management Services, LLC”.²⁷¹ The trustee also “shall immediately pay out all incoming funds or assets of the Trust as follows:” 16.5% to Christopher; 16.5% to Charles; and 67% to Royal Orchid.²⁷²

Mr. Lane is a manager and member of Royal Orchid.²⁷³ It is he who stood to reap the majority of any of the monies the litigation trusts recovered from prosecuting the lawsuits under

²⁶⁷ *Id.* at 3, 11.

²⁶⁸ *See, e.g.*, Trial Tr. 1289:3-7, 1290:22-24, 1291:1-5, 1292:1-16, 1293:8-11 (Mr. Lane invoking the privilege against self-incrimination).

²⁶⁹ *See id.* at 1293:24-1294:23, 1294:25-1295:12 (Mr. Lane invoking the privilege against self-incrimination). Mr. Lane also invoked the privilege against self-incrimination when Plaintiffs asked him whether he asked Mr. Friedman to sign the Jackson Hole Bank Fraud Litigation Trust Agreement, *id.* at 1309:25-1310:5, 1310:19-22; if he asked Christopher to sign that agreement, *id.* at 1310:24-1311:1; and if he drafted the confidentiality provision in that agreement, *id.* at 1309:7-23, which also appears in the Retirement Plan Litigation Trust Agreement, Trial Ex. 233, at 18 ¶ 11.

²⁷⁰ Trial Ex. 233, at 7, 16.

²⁷¹ *Id.*

²⁷² *Id.*

²⁷³ Trial Tr. 1305:16. Christopher has never heard of Royal Orchid. Christopher Dep. Tr. 92:25-93:2.

Mr. Friedman's and Mr. Plimpton's names. In the agreements Mr. Lane produced to Plaintiffs, the identities of the "beneficial interests" and recipients of incoming funds or assets (*i.e.*, Christopher, Charles, and Royal Orchid) were scribbled over in blue pen, and the word "REDACTED" is written next to them.²⁷⁴ The redactions were improper, but also unsuccessful, as the names remained legible. Because Mr. Lane produced the documents and invoked the Fifth Amendment privilege against self-incrimination when asked if he made the attempted redactions, the court finds it was Mr. Lane who made the redactions.²⁷⁵ Given Mr. Lane's role in Royal Orchid and his invocation of the privilege against self-incrimination, the court also finds Mr. Lane made the redactions to conceal his involvement and financial interest in the litigation trusts and related litigation.²⁷⁶

2. Mr. Lane applied Mr. Friedman's, Mr. Plimpton's, and Christopher Lane's signatures to papers, affidavits, and declarations filed in this court and other courts.

Mr. Lane's preparation and filing of papers under other litigants' names was not limited to the Nevada and Connecticut Cases. Even after Plaintiffs moved to reopen the Bankruptcy Case and filed this adversary proceeding, Mr. Lane prepared, applied signatures to, and filed papers, including affidavits and declarations, under Mr. Friedman's, Mr. Plimpton's, and Christopher's names in this court and others. This includes numerous appeals taken from orders entered by this and other courts. Because this conduct is relevant to Plaintiffs' claim for a permanent injunction, the court now makes findings about some, but not all, of those papers.

a. Papers filed under Mr. Friedman's name.

At his deposition, Plaintiffs questioned Mr. Friedman about certain papers, including affidavits and declarations, filed under his name. Many were filed *after* Mr. Friedman last saw, communicated with, or signed documents for Mr. Lane in April 2021. In mid-April 2021, Mr. Friedman and Mr. Lane had a falling out after they were in a car accident.²⁷⁷ Mr. Lane asked Mr. Friedman to sign a power of attorney so they no longer would have to see each other, which he signed around April 16 or 17, 2021.²⁷⁸ Since then, Mr. Friedman has not seen or communicated with Mr. Lane or signed any documents at Mr. Lane's request.²⁷⁹

²⁷⁴ Trial Ex. 233, at 7, 16.

²⁷⁵ See Trial Tr. 1306:23-1307:2 (Mr. Lane invoking the privilege against self-incrimination).

²⁷⁶ See *id.* at 1307:4-9, 1307:24-1309:1 (Mr. Lane invoking the privilege against self-incrimination).

²⁷⁷ Friedman Dep. Tr. 106:25-109:2.

²⁷⁸ *Id.* at 108:22-109:17-21; 111:16-112:1, 152:24-153:3.

²⁷⁹ *Id.* at 108:22-109:2; *Id.* at 152:9-20; see also *id.* at 111:5-12.

Mr. Friedman denies signing many of the filed papers. Indeed, many of the signatures Mr. Friedman disclaims bear no resemblance to signatures he made during his deposition, or other signatures he acknowledges are his.²⁸⁰ Some signatures on the papers also bear the purported signatures of Christopher or Mr. Plimpton, with whom Mr. Friedman has never met or communicated.²⁸¹ Mr. Lane invoked the privilege against self-incrimination when asked if he applied the signatures Mr. Friedman denied are his.²⁸² The following seven filings are illustrative of the scope, duration, and severity of this conduct.

First, on July 1, 2020, a Motion to Dismiss Adversarial [*sic*] Proceeding for Insufficiency of Service of Process was filed on Mr. Friedman's behalf.²⁸³ Signatures purporting to be Mr. Friedman's appear at the end of the motion and on an attached Affidavit of Richard Friedman.²⁸⁴ Mr. Friedman did not prepare or file the motion nor did he sign the motion or affidavit.²⁸⁵ It was Mr. Lane, who repeatedly has referred to this case as an "adversarial proceeding," who drafted and applied Mr. Friedman's signatures to the motion and affidavit.²⁸⁶

Second, on September 17, 2020, a Request for Reconsideration of *Barton* Doctrine Orders was filed on behalf of Mr. Friedman and Mr. Plimpton in the Bankruptcy Case. A signature purporting to be Mr. Friedman's and initials purporting to be Mr. Plimpton's appear at the end of the request.²⁸⁷ A second signature purporting to be Mr. Friedman's appears on an attached Affidavit of Richard Friedman, and a second set of initials purporting to be Mr. Plimpton's appear on an attached Affidavit of Jeffrey Plimpton.²⁸⁸ An Affidavit of Robert M. Lane also was attached to the request with a signature purporting to be Mr. Lane's.²⁸⁹ Mr. Friedman had not seen his affidavit before his deposition, and a number of the statements it attributes to him are not true.²⁹⁰ That is because it was Mr. Lane who signed the attached Affidavit of Robert M. Lane, who drafted the

²⁸⁰ Trial Ex. 23; Friedman Dep. Tr. 16:15-19, 18:11-22.

²⁸¹ Friedman Dep. Tr. 65:18-22.

²⁸² Trial Tr. 1351:23-1352:4.

²⁸³ Trial Ex. 15; Trial Tr. 333:21-22.

²⁸⁴ Trial Ex. 15, at 4, 6.

²⁸⁵ Friedman Dep. Tr. 142:10-15; 143:3, 143:20-144:3.

²⁸⁶ See, e.g., Trial Tr. 446:9-18 (Mr. Lane asking a witness about the "adversarial proceeding"); D.E. 74 (Mr. Lane's "Motion to Dismiss Adversarial Proceeding"); see also Trial Tr. 1322:22-25, 1323:6-9, 1323:17-21, 1324:6-11 (Mr. Lane invoking the privilege against self-incrimination).

²⁸⁷ Trial Ex. 13, at 14; Trial Tr. 332:1-8.

²⁸⁸ *Id.* at 18, 20.

²⁸⁹ *Id.* at 16.

²⁹⁰ Friedman Dep. Tr. 139:6-7, 140:10-141:11.

request and Mr. Friedman's affidavit, applied Mr. Friedman's signature and Mr. Plimpton's initials to the request, and applied Mr. Friedman's signature to the affidavit.²⁹¹

Third, on February 23, 2021, a motion for partial summary judgment was filed on Mr. Friedman's behalf in the Second Wyoming Case.²⁹² Signatures purporting to be Mr. Friedman's appear at the end of the motion, on attached exhibits, including a Declaration of Richard Friedman, and elsewhere.²⁹³ A document titled Declaration of Robert Lane also is attached to the motion.²⁹⁴ Mr. Friedman denies he prepared the motion or signed its attachments, including the Declaration of Richard Friedman.²⁹⁵ It was Mr. Lane, who admittedly signed the Declaration of Robert Lane,²⁹⁶ who drafted, applied Mr. Friedman's signature to, and filed the motion and declarations.²⁹⁷

Fourth, on March 1, 2021, an opening brief was filed on Mr. Friedman's behalf in the appeal captioned *Friedman v. O'Malley*, No. 20-16637 (9th Cir.).²⁹⁸ Signatures purporting to be Mr. Friedman's appear at the end of the brief and on the certificates of compliance and service.²⁹⁹ Mr. Friedman did not understand what the brief is and did not know anything bearing his name was filed in the Ninth Circuit, nor did he sign the brief or authorize anyone to file it.³⁰⁰ It was Mr. Lane who drafted, applied Mr. Friedman's signature to, and filed the brief, and applied Mr. Friedman's signature to the certificate of compliance and the certificate of service.³⁰¹

Fifth, on May 4, 2021, after Mr. Friedman last communicated with Mr. Lane, a motion for extension of time was filed on Mr. Friedman's behalf in the appeal captioned *Friedman v. Bank of Jackson Hole, et al.*, BAP Nos. WY-21-017, WY-21-020 (10th Cir. BAP).³⁰² A signature purporting to be Mr. Friedman's appears on an attached Affidavit of Richard Friedman.³⁰³ The FedEx shipping label appended to the filing identifies GenX in a box beneath the "Origin ID" and lists the same Las

²⁹¹ Trial Tr. 1324:16-20, 22-1325:7, 17-24, 1326:9-16, 1326:25-1327:5 (Mr. Lane invoking the privilege against self-incrimination).

²⁹² Trial Ex. 11. The motion's caption states: "United States District Court District of Nevada," but the court stamp on the motion indicates the motion was filed in the Second Wyoming Case, No. 20-cv-161-ABJ.

²⁹³ *Id.* at 25, 40, 47, 53-54.

²⁹⁴ *Id.* at 48.

²⁹⁵ Friedman Dep. Tr. 128:13-14, 130:17-131:22.

²⁹⁶ Trial Tr. 1329:22-24.

²⁹⁷ *See id.* at 1329:8-11, 1329:25-1330:5, 1331:3-6 (Mr. Lane invoking the privilege against self-incrimination).

²⁹⁸ Trial Ex. 20; Trial Tr. 335:18-23.

²⁹⁹ Trial Ex. 20, at 52-54.

³⁰⁰ Friedman Dep. Tr. 150:9-18, 151:16-152:2.

³⁰¹ *See* Trial Tr. 1331:8-1332:13 (Mr. Lane invoking the privilege against self-incrimination).

³⁰² Trial Ex. 25; Trial Tr. 338:18-25.

³⁰³ Trial Ex. 25, at 5.

Vegas address to which “Ms. O’Brien” demanded Mr. Rogers return the money: 840 S. Rancho Dr. Ste 4-425, Las Vegas, NV 89106.³⁰⁴ Mr. Friedman did not sign the affidavit, did not authorize filing it, did not know papers containing his name were filed in the Bankruptcy Appellate Panel for the U.S. Court of Appeals for the Tenth Circuit, and never saw the documents before his deposition.³⁰⁵ Mr. Lane prepared the motion and affidavit, applied Mr. Friedman’s signature to the affidavit, delivered the filing to FedEx, and caused the filing to be sent using GenX’s FedEx account.³⁰⁶

Sixth, on June 1, 2021, over a month after Mr. Friedman last saw or communicated with Mr. Lane, a notice of appeal was filed on Mr. Friedman’s behalf in the Second Wyoming Case.³⁰⁷ A signature purporting to be Mr. Friedman’s appears on the notice and another signature by an unidentified person appears on the certificate of service.³⁰⁸ Mr. Friedman did not sign the notice of appeal or authorize anyone to file it on his behalf, and he was not aware of the document before his deposition.³⁰⁹ The court finds Mr. Lane prepared the notice, applied Mr. Friedman’s signature to it, signed the certificate of service, and filed the notice with the District Court.

And seventh, over two months after Mr. Friedman last saw or communicated with Mr. Lane, an opening brief was filed on behalf of Mr. Friedman and Mr. Plimpton in the appeal before the Tenth Circuit.³¹⁰ A signature purporting to be Mr. Friedman’s and initials purporting to be Mr. Plimpton’s appear at the end of the brief, a second signature purporting to be Mr. Friedman’s is on the certificate of compliance, and another unidentified signature appears on the certificate of service.³¹¹ Mr. Friedman did not sign the opening brief nor authorize anyone to file it, and he did not know before his deposition that documents with his name or signature were filed in the Tenth Circuit.³¹² Mr. Plimpton similarly did not prepare, file, or authorize the brief. Nor does he know what the appeals were about.³¹³ The court finds Mr. Lane prepared the brief, applied Mr. Friedman’s and Mr. Plimpton’s signatures, signed the certificate of service, and filed the Tenth Circuit brief.

³⁰⁴ *Id.* at 11.

³⁰⁵ Friedman Dep. Tr. 160:9-15, 161:5-8, 162:6-13.

³⁰⁶ *See* Trial Tr. 1333:19-1334:8, 1335:16-1336:2 (Mr. Lane invoking the Fifth Amendment privilege against self-incrimination).

³⁰⁷ Trial Ex. 24; Trial Tr. 338:1-7.

³⁰⁸ Trial Ex. 24, at 1-2.

³⁰⁹ Friedman Dep. Tr. 159:23-160:8.

³¹⁰ Trial Ex. 22; Trial Tr. 337:2-4—captioned *Friedman, et al. v. Barney, et al.*, Nos. 21-8026 & 21-8030.

³¹¹ Trial Ex. 22, at 73-74.

³¹² Friedman Dep. Tr. 173:10-16, 174:6-19.

³¹³ Plimpton Dep. Tr. 245:17-18, 246:18, 249:2-7.

b. *Papers filed under Mr. Plimpton's name.*

Several papers were filed under Mr. Plimpton's name in this court and others with affidavits purporting to have been signed by him. Mr. Plimpton has no basis for certain of the sworn statements attributed to him and when Mr. Plimpton settled with Plaintiffs, he provided a declaration swearing he did not prepare, sign, initial, file, or authorize anyone to sign, initial, or file on his behalf *eight* papers filed under his name—two of which were accompanied by an “Affidavit of Jeffrey Plimpton”—in this court, in the Tenth Circuit BAP, and in the Tenth Circuit.³¹⁴ Some of those papers were filed on behalf of both Mr. Plimpton and Mr. Friedman, whom Mr. Plimpton never has communicated with.³¹⁵ When Plaintiffs asked Mr. Lane if he applied the signatures that Mr. Plimpton disclaimed, Mr. Lane invoked the privilege against self-incrimination.³¹⁶ It was Mr. Lane who prepared, filed, and in many cases applied Mr. Plimpton's signatures to these papers. The following five papers illustrate the scope and severity of Mr. Lane's conduct.

First, on September 2, 2021, five days before Mr. Plimpton was deposed, an application for leave to file a lawsuit against certain Plaintiffs was filed on Mr. Plimpton's behalf in this adversary proceeding.³¹⁷ Signatures purporting to be Mr. Plimpton's appear at the end of the application and on an attached Affidavit of Jeffrey Plimpton. A proposed complaint also is attached to the application.³¹⁸ Mr. Plimpton did not prepare the application, the affidavit, or the proposed complaint.³¹⁹ Nor does he have any factual basis for certain of the statements attributed to him in the affidavit, or for the claims in the proposed complaint.³²⁰ Mr. Lane sent the papers to him.³²¹ The court finds Mr. Lane prepared the papers and caused them to be filed under Mr. Plimpton's name to create the appearance that an independent party sought to pursue claims against Plaintiffs.

Second, and also just five days before Mr. Plimpton's deposition, a Petition for Writ of Mandamus was filed on Mr. Plimpton's behalf in this proceeding and the Tenth Circuit BAP.³²² A

³¹⁴ Trial Ex. 192 (D.E. 486-1), at 36-38.

³¹⁵ Plimpton Dep. Tr. 120:4-6.

³¹⁶ Trial Tr. 1352:6-12.

³¹⁷ Trial Ex. 65; Trial Tr. 351:14-18.

³¹⁸ Trial Ex. 65, at 5-7.

³¹⁹ Plimpton Dep. Tr. 223:17-18, 228:9-10, 228:23-24.

³²⁰ *Id.* at 223:21-228:8, 230:23.

³²¹ *Id.* at 223:10-12.

³²² See Trial Ex. 66; Trial Tr. 352:15-18; *see also* Petition for Writ of Mandamus With Appendix in Support, *Plimpton v. Ballard Spahr LLP, et al.*, BAP No. WY-21-032 (B.A.P. 10th Cir. Sept. 2, 2021) (the copy of the petition filed in the Tenth Circuit BAP).

signature purporting to be Mr. Plimpton's appears at the end of the petition.³²³ Mr. Plimpton did not prepare the petition, understand a writ of mandamus, or file it and does not know why it was filed.³²⁴ Nor is he aware of the Tenth Circuit BAP.³²⁵ The court finds Mr. Lane prepared and filed the petition to conceal his involvement in and control of the appeal filed under Mr. Plimpton's name.

Third, on November 17, 2021, a Notice of Appeal was filed on Mr. Plimpton's behalf in the appeal captioned *Plimpton v. Ballard Spahr, et al.*, BAP No. WY-21-032 (10th Cir. BAP).³²⁶ A signature purporting to be Mr. Plimpton's is on the notice and an unidentified signature appears on the certificate of service.³²⁷ Mr. Plimpton did not prepare, sign, or file the notice of appeal, or authorize anyone to sign or file it on his behalf.³²⁸ The court finds Mr. Lane prepared and signed the notice of appeal and did so to conceal that he was prosecuting the appeal.

Fourth, on January 10, 2022, an Opening Brief was filed on Mr. Plimpton's behalf in the appeal captioned *Plimpton v. Ballard Spahr, et al.*, No. 21-8082 (10th Cir.).³²⁹ Signatures purporting to be Mr. Plimpton's appear on the certificate of compliance, at the end of the brief, and elsewhere.³³⁰ Another signature by an unidentified person appears on the certificate of service.³³¹ Mr. Plimpton did not prepare, sign, or file the brief, or authorize anyone to sign or file it on his behalf.³³² It was Mr. Lane who prepared, applied Mr. Plimpton's signatures to, and filed the brief.³³³

And fifth, on February 1, 2022, a motion for summary judgment was filed on Mr. Plimpton's behalf in this adversary proceeding. The court identified in the motion's caption is the "United States Babkrupctcy [*sic*] Court District of Wyoming."³³⁴ Initials purporting to be Mr. Plimpton's appear at the end of the motion and on an attached Affidavit of Jeffrey Plimpton.³³⁵ An unidentified person's initials appear on the certificate of service.³³⁶ Again, Plimpton did not prepare,

³²³ Trial Ex. 66, at 42.

³²⁴ Plimpton Dep. Tr. 256:2-8.

³²⁵ *Id.* at 255:20-22.

³²⁶ Trial Ex. 238; Trial Tr. 355:22-356:1.

³²⁷ Trial Ex. 238, at 2-3.

³²⁸ Trial Ex. 192, at 37 ¶ 3.c.

³²⁹ Trial Ex. 242; Trial Tr. 358:23-359:3.

³³⁰ Trial Ex. 242, at 3-4, 76-77.

³³¹ *Id.* at 78.

³³² Trial Ex. 192, at 37 ¶ 3.e.

³³³ *See* Trial Tr. 1360:18-1362:1, 1362:14-24 (Mr. Lane invoking the privilege against self-incrimination).

³³⁴ Trial Ex. 237 (D.E. 475).

³³⁵ *Id.* at 16, 22.

³³⁶ *Id.* at 23.

initial, or file the motion, or authorize anyone to initial or file it on his behalf.³³⁷ It was Mr. Lane, who has filed other papers in the adversary case with captions that misspell “bankruptcy” as “babkrupctcy.”³³⁸ Mr. Lane drafted, applied Mr. Plimpton’s initials to, and filed the motion and affidavit without first sending them to Mr. Plimpton.³³⁹

c. *Papers filed under Christopher’s name.*

At his deposition, Plaintiffs questioned Christopher about certain papers, including some purporting to contain his sworn testimony, filed under his name in this court and others. Christopher did not prepare, sign, or write his initials on certain of those papers. He “prepared” only two papers filed under his name.³⁴⁰

Only Mr. Lane and GenX sent Christopher papers relating to the adversary proceeding.³⁴¹ As further evidence Mr. Lane prepared Christopher’s papers, “Ms. O’Brien,” using the email address genxmanagementserv@gmail.com, once sent Christopher an email to which three papers for filing under Christopher’s name were attached.³⁴² Relevant here, two drafts—Defendant Christopher Lane’s Answer to Motion for Preliminary Injunction and Defendant Christopher Lane’s Answer to Amended Complaint—have numbered paragraphs stating Christopher admits, denies, or lacks sufficient information to admit or deny each paragraph of Plaintiffs’ Amended Complaint or motion for an injunction.³⁴³ He does not know who Ms. O’Brien is or why she sent those documents.³⁴⁴ The day after he received her email, Christopher sent Mr. Lane an email asking for “the list of questions answered in the documents[.]”³⁴⁵ Mr. Lane responded, directing Christopher to the Amended Complaint and Motion for Preliminary Injunction—the same documents “Ms. O’Brien” included in

³³⁷ Trial Ex. 192, at 37 ¶ 3.b.

³³⁸ *E.g.*, D.E. 480, at 1.

³³⁹ See Trial Tr. 1363:1-19, 1365:9-1366:11 (Mr. Lane invoking the privilege against self-incrimination). Mr. Lane also invoked the privilege against self-incrimination when Plaintiffs asked him if the same “babkrupctcy” misspelling also appears in filings made under Mr. Plimpton’s and Mr. Friedman’s names because Mr. Lane drafted each one of those filings. *Id.* at 1364:10-16.

³⁴⁰ Christopher Dep. Tr. 16:21-17:14, 17:24-18:7.

³⁴¹ *Id.* at 123:11-25.

³⁴² Trial Ex. 169, at 1-2, 10, 16; Christopher Dep. Tr. 140:16-141:3. The file names attached to Ms. O’Brien’s email use the same naming convention as the file names attached to a different email Mr. Lane sent Christopher. Compare Trial Ex. 169 (“Ms. O’Brien’s” email using file names “AP-Reconsideration-Order on Dismissal.docx,” “AP-CDL-Answer to PI.docx,” and “AP-CDL-Answer to Complaint I.docx”), with Trial Ex. 168 (Mr. Lane’s email showing file names “AP-Amend Complaint.pdf” and “AP-Motion for PI.pdf”).

³⁴³ Trial Ex. 169, at 11-14, 17-19.

³⁴⁴ Christopher Dep. Tr. 141:4-12, 144:9-14, 145:21-23.

³⁴⁵ Trial Ex. 170, at 1; Christopher Dep. Tr. 147:12-23.

her email.³⁴⁶ It was Mr. Lane who sent Christopher the emails purporting to be from Ms. O'Brien.³⁴⁷ When Plaintiffs asked Mr. Lane if he had prepared or applied Christopher's signature or initials to certain papers filed under Christopher's name, he invoked the privilege against self-incrimination. The following eight papers help illustrate the scope and severity of Mr. Lane's conduct.

First, on August 3, 2020, a "Reply in Support of Christopher Lane's Motion to Dismiss Adversarial [*sic*] Proceeding and Motion for Preliminary Injunction for Insufficiency of Service of Process" was filed in the Bankruptcy Case on Christopher's behalf.³⁴⁸ The reply identifies the following address as Christopher's: "% Robert Lane[,], 4616 W. Sahara #589[,], Las Vegas, NV 89102."³⁴⁹ As noted above, that address is Mr. Lane's address of record. Initials purporting to be Christopher's appear at the end of the motion and a signature by an unidentified person appears on the certificate of service.³⁵⁰ Attached to the motion is an Affidavit of Robert Lane.³⁵¹ Christopher does not think the initials at the end of the reply are his, and he did not authorize anyone to put his initials on the motion or file the motion on his behalf.³⁵² Mr. Lane, who repeatedly has referred to this case as an "adversarial proceeding," drafted and applied Christopher's initials to the reply.³⁵³

Second, on September 30, 2020, an objection was filed in this proceeding, again called an "Adversarial [*sic*] Proceeding," on Christopher's behalf.³⁵⁴ Signatures purporting to be Christopher's appear at the end of the objection, on an attached Declaration of Christopher Lane and certificate of service.³⁵⁵ The objection lists 314 E. Carrillo St. #7, Santa Barbara, CA 93101 as Christopher's address.³⁵⁶ Christopher believes the address belongs to Martin Cohn, a lawyer who represented Mr. Lane.³⁵⁷ Christopher has never communicated with Mr. Cohn, nor has Mr. Cohn represented him.³⁵⁸ Christopher has no personal knowledge of statements attributed to him in the declaration.³⁵⁹ The

³⁴⁶ Compare Trial Ex. 170, at 1, with Trial Ex. 169, at 10, 16.

³⁴⁷ See Trial Tr. 1387:9-17 (Mr. Lane invoking the privilege against self-incrimination).

³⁴⁸ Trial Ex. 102; Trial Tr. 353:6-12.

³⁴⁹ Trial Ex. 102, at 1.

³⁵⁰ *Id.* at 7, 11.

³⁵¹ *Id.* at 8; Trial Tr. 1369:13-18.

³⁵² Christopher Dep. Tr. 132:6-23.

³⁵³ See Trial Tr. 1368:21-1369:5, 1371:18-24 (Mr. Lane invoking the privilege against self-incrimination).

³⁵⁴ Trial Ex. 107, at 1.

³⁵⁵ *Id.* at 22, 25, 33.

³⁵⁶ *Id.* at 1.

³⁵⁷ Christopher Dep. Tr. 133:6-7; Trial Tr. 1425:21-1426:6.

³⁵⁸ Christopher Dep. Tr. 60:5-7, 134:18-20.

³⁵⁹ *Id.* at 135:23-137:20.

court finds it was Mr. Lane who prepared the objection and Christopher's declaration, applied Christopher's signatures, and filed the papers.

Third, on October 19, 2020, an Objection to Notice of Rule 9011(a) Violations was filed on Christopher's behalf in this adversary proceeding with Mr. Cohn's address again listed beneath Christopher's name on the first page.³⁶⁰ Initials purporting to be Christopher's appear at the end of the objection and on an attached Affidavit of Christopher Lane.³⁶¹ But, Christopher does not think the initials on the objection or affidavit are his.³⁶² He lacks personal knowledge of certain statements attributed to him in the affidavit.³⁶³ He disagrees with other sworn statements attributed to him, including that Plaintiffs stole over \$30 million from him and his "assets were illegally used to satisfy bankruptcy claims against his father."³⁶⁴ The court finds it was Mr. Lane who prepared the objection and affidavit, applied Christopher's initials to them, and filed them with the court.

Fourth, a Memorandum of Law in Response to Order to Show Cause was filed on behalf of Mr. Friedman, Christopher, Mr. Lane, and Mr. Plimpton in the appeal captioned *Friedman, et al. v. Bank of Jackson Hole, et al.*, BAP Nos. WY-21-017 & WY-21-020 (10th Cir. BAP).³⁶⁵ Signatures or initials purporting to be Mr. Friedman's, Christopher's, Mr. Lane's, and Mr. Plimpton's appear at the end of the memorandum.³⁶⁶ Another signature purporting to be Mr. Friedman's appears on the attached Affidavit of Richard Friedman.³⁶⁷ And another signature by an unidentified person appears on the certificate of service.³⁶⁸ Christopher does not know what the appeals are; does not believe the initials purporting to be his are, in fact, his initials; and does not think he authorized anyone to put his initials on the memorandum or file the document on his behalf.³⁶⁹ Christopher's lack of knowledge about the memorandum is understandable, because it was Mr. Lane who applied Christopher's initials to it—and Mr. Friedman's signatures and Mr. Plimpton's initials too.³⁷⁰

³⁶⁰ Trial Ex. 108, at 1.

³⁶¹ *Id.* at 8, 10.

³⁶² Christopher Dep. Tr. 154:3-7, 157:24-158:2.

³⁶³ *Id.* at 156:10-14, 156:23-25, 157:4-12.

³⁶⁴ *Id.* at 156:7-9, 156:15-21, 157:13-18.

³⁶⁵ Trial Ex. 126; Trial Tr. 353:24-354:2.

³⁶⁶ Trial Ex. 126, at 20.

³⁶⁷ *Id.* at 22.

³⁶⁸ *Id.* at 23.

³⁶⁹ Christopher Dep. Tr. 197:11-14, 198:4-8, 198:13-18.

³⁷⁰ *See* Trial Tr. 1372:19-23, 1373:14-23 (Mr. Lane invoking the privilege against self-incrimination).

Fifth, a Motion for Extension of Time for Appeal was filed on behalf of Mr. Friedman, Christopher, Mr. Lane, and Mr. Plimpton in the U.S. District Court for the District of Wyoming in No. 21-cv-00097-ABJ.³⁷¹ Initials purporting to be Christopher's appear at the end of the motion.³⁷² The FedEx shipping label appended to the motion identifies GenX in a box beneath the "Origin ID" and provides the same Las Vegas address "Ms. O'Brien" used in her email to Mr. Rogers: 840 S. Rancho Dr. Ste 4-425, Las Vegas, NV 89106.³⁷³ Christopher is not familiar with the District Court case and the initials purporting to be Christopher's are not his.³⁷⁴ The court finds it was Mr. Lane who prepared the motion, applied Christopher's initials to it, and mailed the motion to the court.

Sixth, on August 12, 2021, a Memorandum of Law Supporting the 10th Circuit Court of Appeal's [*sic*] Jurisdiction over Appeal of Preliminary Injunction Order was filed on behalf of Christopher, Mr. Lane, and Mr. Plimpton in the appeal captioned *Lane, et al. v. Bank of Jackson Hole, et al.*, No. 21-8051 (10th Cir.).³⁷⁵ Initials or signatures purporting to be Christopher's, Mr. Lane's, and Mr. Plimpton's appear at the end of the memorandum.³⁷⁶ And the scanned FedEx shipping label appended to the memorandum identifies GenX in a box beneath the "Origin ID" and provides the same Las Vegas address at 840 S. Rancho Dr.³⁷⁷ Christopher does not know what the title of the memorandum means; does not think the initials are his initials; and does not think he authorized anyone to put his initials on the memorandum.³⁷⁸ That Christopher does not understand the memorandum's title or recognize the initials is understandable. It was Mr. Lane who applied Christopher's initials, and Mr. Plimpton's, to the document and signed the certificate of service.³⁷⁹

Finally, on July 19, 2021, two papers—a motion asking the court to review certain documents *in camera* and an objection to Mr. Friedman's settlement agreement—were filed in this proceeding on behalf of Christopher and Lane.³⁸⁰ Each paper lists 314 E. Carrillo #7, Santa Barbara, CA 93101 as Christopher's address.³⁸¹ Initials purporting to be Christopher's appear at the end of

³⁷¹ Trial Ex. 128.

³⁷² *Id.* at 5.

³⁷³ *Id.* at 9.

³⁷⁴ Christopher Dep. Tr. 190:7-8, 25-191:3.

³⁷⁵ Trial Ex. 62; Trial Tr. 350:22-351:3.

³⁷⁶ Trial Ex. 62, at 19.

³⁷⁷ *Id.* at 47.

³⁷⁸ Christopher Dep. Tr. 199:6-12, 199:21-24, 200:11-13.

³⁷⁹ See Trial Tr. 1374:13-25, 1375:10-13 (Mr. Lane invoking the privilege against self-incrimination).

³⁸⁰ D.E. 282; D.E. 283.

³⁸¹ D.E. 282, at 1; D.E. 283, at 1.

each paper.³⁸² But Christopher didn't mark his initials on the motion or objection or authorize anyone to do so on his behalf, and the Santa Barbara address never has been a valid address for him.³⁸³ The Court finds it was Lane, whose signatures also appear on each paper and who submitted affidavits in support of the papers,³⁸⁴ who applied Christopher's initials to the papers and filed the papers on Christopher's behalf.

D. Mr. Friedman, Mr. Plimpton, and Christopher settled with Plaintiffs and agreed to be permanently enjoined.

Mr. Friedman and Mr. Plimpton—whose lawsuits claimed over \$100 million—and Christopher—who purportedly instigated those lawsuits on his behalf—each settled with Plaintiffs, abandoning the litigation and agreeing to be permanently enjoined. Mr. Friedman settled first. After the court sanctioned him for violating the *Barton* doctrine, he told Mr. Lane he “wanted out of this.”³⁸⁵ Mr. Lane tried to dissuade Mr. Friedman from settling and told Mr. Friedman if he settled, Plaintiffs would come after his pension.³⁸⁶ Mr. Friedman nevertheless settled with Plaintiffs effective June 28, 2021.³⁸⁷ In connection with that agreement, Mr. Friedman agreed to dismiss all pending litigation against Plaintiffs, including by filing papers effecting the dismissal of the Second Wyoming Case and appeals filed under his name pending in the Ninth and Tenth Circuits.³⁸⁸ The settlement agreement has no clause providing for any payment to Mr. Friedman.³⁸⁹ Mr. Friedman settled because he felt Mr. Lane was “trying to scare [him] . . . from withdrawing” from the litigation.³⁹⁰ He regrets having become involved with Mr. Lane and believes Mr. Lane is a predator.³⁹¹

Christopher settled next, despite Mr. Lane's similar efforts to discourage him from doing so. On June 9, 2021, Christopher told Mr. Lane he planned “to make a settlement offer in an effort to be removed from the lawsuit”³⁹² Mr. Lane responded, asking Christopher to call so he “can be aware of all the facts before proceeding,” and told Christopher settlement “has already been

³⁸² D.E. 282, at 11; D.E. 283, at 14.

³⁸³ Christopher Dep. Tr. 120:2-12, 120:22-121:14, 156:7-9; Trial Ex. 183 (D.E. 380-1), at 12-13 ¶¶ 6.2, 6.3.

³⁸⁴ D.E. 282, at 12; D.E. 283, at 15.

³⁸⁵ See Friedman Dep. Tr. 88:18-22.

³⁸⁶ *Id.* at 88:22-23.

³⁸⁷ Trial Ex. 181 (D.E. 1840-1 (Bankruptcy Case)), at 6.

³⁸⁸ *Id.* at 10 ¶ 7.

³⁸⁹ See *id.* at 6-12.

³⁹⁰ Friedman Dep. Tr. 177:4-9.

³⁹¹ *Id.* at 139:14-20, 177:24-178:16.

³⁹² Trial Ex. 172, at 1; Christopher Dep. 163:10-22. Mr. Lane invoked the privilege against self-incrimination when asked if Trial Exhibit 172 is an email exchange between him and Christopher. Trial Tr. 1389:9-14.

offered.”³⁹³ Christopher called Mr. Lane, who recommended against settling.³⁹⁴ Later that day, Mr. Lane sent Christopher an email saying: “Attached is the offer letter that went out today. I’ll let you know of any response.”³⁹⁵ The referenced letter is addressed to Plaintiffs and purports to have been signed by Mr. Friedman.³⁹⁶ In the letter—which Mr. Friedman did not actually prepare or sign³⁹⁷—“Mr. Friedman” offers to settle the “Adversarial [*sic*] Proceeding” on behalf of Defendants and advises Plaintiffs “there are multiple parties who have also been harmed by your misdeeds” who “may hire attorneys to litigate their claims or . . . assign their cases” to others.³⁹⁸ It was Mr. Lane who drafted and applied Mr. Friedman’s signature to the letter.³⁹⁹ Mr. Lane did not persuade Christopher, who settled with Plaintiffs effective September 7, 2021. The settlement agreement, like Mr. Friedman’s, has no clause providing for any payment to Christopher.⁴⁰⁰

Mr. Plimpton settled several months later in an agreement made effective February 26, 2022 (together with Friedman’s and Christopher’s settlement agreements, the Adversary Settlement Agreements).⁴⁰¹ In connection with the agreement, Mr. Plimpton submitted a declaration stating he did not prepare, sign, initial, file, or authorize anyone to sign, initial, or file on his behalf certain documents filed on his behalf in the adversary proceeding, the Tenth Circuit, and the Tenth Circuit BAP.⁴⁰² He also agreed to dismiss all pending litigation against Plaintiffs, including by filing papers effecting the dismissal of three pending appeals that had been filed under his name in the Tenth Circuit.⁴⁰³ As with Mr. Friedman’s and Christopher’s settlement agreements, Mr. Plimpton’s agreement has no clause providing for any payment to Mr. Plimpton.⁴⁰⁴

Mr. Lane insistently opposed the settlement agreements. In regard to Mr. Friedman, Mr. Lane and Christopher Lane filed an Objection to the Richard Friedman Release and Settlement

³⁹³ Trial Ex. 172, at 1.

³⁹⁴ Christopher Dep. Tr. 166:2-17

³⁹⁵ Trial Ex. 171, at 1; Christopher Dep. Tr. 167:19-168:6.

³⁹⁶ Trial Ex. 171, at 2-3.

³⁹⁷ Friedman Dep. Tr. 166:1-5, 168:6-10, 168:19-20.

³⁹⁸ Trial Ex. 171, at 2. Notably, Christopher did not authorize Mr. Friedman or Mr. Lane to make a settlement offer on his behalf and did not authorize anyone to send the letter on his behalf. Christopher Dep. Tr. 169:6-17, 169:24-170:3.

³⁹⁹ See Trial Tr. 1394:16-1395:6 (Mr. Lane invoking the privilege against self-incrimination).

⁴⁰⁰ See Trial Ex. 183, at 8-15; Trial Tr. 302:24-303:4.

⁴⁰¹ Trial Ex. 192 (D.E. 486-1), at 8.

⁴⁰² *Id.* at 36-38.

⁴⁰³ *Id.* at 14 ¶ 8.

⁴⁰⁴ See *id.* at 8-16.

Agreement, arguing the agreement is void because Mr. Friedman neither had the authority to share non-public information nor settle without Christopher's consent.⁴⁰⁵ They claimed the agreement was a breach of contract on Mr. Friedman's behalf and "tortuous (*sic*) interference by the Plaintiffs."⁴⁰⁶ Mr. Lane then sought this court's permission to "File a Lawsuit for Breach of Contract, Tortuous [*sic*] Interference with Contracts and Breach of Fiduciary Duty" against Mr. Friedman and "some of all of the listed Defendants."⁴⁰⁷ A similar request purportedly came from Mr. Plimpton asking to file a lawsuit for "Breach of Contract, Tortuous [*sic*] Interference with Contracts, Fraud, Conspiracy to Commit Fraud, Unjust Enrichment, Breach of Duty, Negligence and Other Claims."⁴⁰⁸

Regarding Mr. Plimpton's settlement, Mr. Lane filed two pleadings—a Motion to Void Illegal and Fraudulent [*sic*] Settlement Agreement and an Objection to Motion for Illegal and Fraudulent Stipulation for Dismissal with Prejudice. Both generally argue Mr. Plimpton did not have authority under other agreements to settle or dismiss a case without Christopher Lane's consent, and Mr. Lane claims Plaintiffs fraudulently obtained Mr. Plimpton's signature on the settlement agreement.⁴⁰⁹

As a result of the three agreements, the court entered stipulated permanent injunctions and final judgments against Mr. Friedman, Mr. Plimpton, and Christopher.⁴¹⁰

VI. Mr. Lane has caused numerous lawsuits and appeals to be filed, all of which were decided against him or his surrogates.

It is clear Mr. Lane has caused a significant volume of litigation to be filed, both in trial and appellate courts, in jurisdictions across the country. But these findings do not—and cannot—fully describe every single lawsuit and appeal Mr. Lane caused to be filed. Plaintiffs introduced summaries of the litigation, which the court now pauses to describe.

Between November 2013 and August 2020, Mr. Lane caused eleven lawsuits arising from and relating to the Bankruptcy Case to be filed in state or federal courts in jurisdictions across the country.⁴¹¹ The cases sought between \$220 million and \$262 million in compensatory damages and

⁴⁰⁵ D.E. 283.

⁴⁰⁶ *Id.* at 12.

⁴⁰⁷ D.E. 344

⁴⁰⁸ D.E. 348.

⁴⁰⁹ D.E. 495 and 496.

⁴¹⁰ D.E. 305, 406 (Mr. Friedman); D.E. 533, 538 (Mr. Plimpton); D.E. 411, 579 (Christopher).

⁴¹¹ Trial Ex. 48, at 1-2; Trial Tr. 292:1-5; *see also id.* at 328:18-21 (admitting a corrected copy of the demonstrative).

\$66 million in punitive damages.⁴¹² Each was dismissed on motions or for failure to prosecute, or resulted in the courts sanctioning Mr. Lane.⁴¹³ However, that does not mean defending the lawsuits required little effort. In the lawsuits against Plaintiffs alone, excluding the Texas Cases, at least 615 filings were made.⁴¹⁴ Similarly, since Plaintiffs moved to reopen the Bankruptcy Case and filed this adversary proceeding, over 800 filings have been made. Mr. Lane also generated an extraordinary volume of appellate litigation. Excluding an appeal Mr. Lane took shortly before trial, 51 appeals were taken from orders entered in the Bankruptcy Case and related cases by Mr. Lane or under Mr. Friedman's, Mr. Plimpton's, or Christopher's names.⁴¹⁵ Mr. Lane was not successful in any one of those appeals,⁴¹⁶ and a substantial number of the appeals were dismissed involuntarily.⁴¹⁷

VII. Mr. Lane's lawsuits and threats of incessant litigation caused Plaintiffs significant injury.

By repeatedly suing Plaintiffs based on the Settlement Agreements and Orders, Mr. Lane has caused each Plaintiff significant injury. Each Plaintiff is further injured by Mr. Lane's threats of future, interminable litigation and other adversarial actions. Plaintiffs submitted evidence of this injury at trial, their testimony was credible and compelling, and the court highlights some of it here.

A. Mr. Lane's lawsuits have injured Mr. Barney, Mr. Royal, Mr. Smiley, Mr. Gilbert, Mr. O'Malley, and Ballard Spahr.

Lane's repeated lawsuits arising from the Settlement Agreements and Orders have caused substantial emotional and financial injury to the Trustee, the Successor Trustee, and their counsel.

Mr. Barney thought entering into the Debtor and Family Settlement Agreements would end the contentious litigation in the Bankruptcy Case—the “most complicated” and “litigious case [he has] ever been involved in”—and allow him to focus on administering the estate, but “that was not the case.”⁴¹⁸ Now, Mr. Barney has been sued four times—in the Texas, Nevada, and Connecticut Cases—for over \$130 million.⁴¹⁹ Mr. Barney is 77 years old and retired after suffering a life-

⁴¹² Trial Ex. 48, at 1-2.

⁴¹³ *Id.*

⁴¹⁴ See Trial Ex. 3 (Indiana Case); Trial Ex. 33 (Arizona Case before removal); Trial Ex. 37 (Arizona Case after removed to Arizona federal court); Trial Ex. 46 (Arizona Case after transferred to Wyoming federal court); Trial Ex. 252 (Nevada Case); Trial Ex. 253 (Connecticut Case); Trial Ex. 254 (Second Wyoming Case).

⁴¹⁵ Trial Ex. 127; Trial Tr. 304:5-8; *see also id.* at 305:3 (noting that Trial Exhibit 127 does not include the mandamus appeal Mr. Lane filed shortly before trial).

⁴¹⁶ Trial Tr. 305:4-6.

⁴¹⁷ *See generally* Trial Ex. 127.

⁴¹⁸ Trial Tr. 820:5-7, 823:13-18.

⁴¹⁹ *Id.* at 821:8-822:1.

threatening heart attack and doctors told him to limit his stress.⁴²⁰ Naturally, being sued for \$130 million is “[c]ontinually” stressful.⁴²¹ Mr. Barney believes “the whole Lane matter helped contribute to [his] heart condition” and that he “might die as a result of this litigation.”⁴²² The stress also affects Mr. Barney’s family, who have been, and continue to fear the litigation will stress and kill Mr. Barney.⁴²³ The day he was to testify, Mr. Barney’s wife and children called and begged him not to allow Mr. Lane to upset him or cause him to have a heart attack.⁴²⁴ It is “alarming” to Mr. Barney that, at the end of his 51-year career as a Wyoming lawyer, he is accused of being a looter and “chased across the country to various courts by three convicted felons,” including Mr. Lane.⁴²⁵ After he learned of the criminal history of one of the parties who sued him, he and his wife began to carry guns.⁴²⁶ Mr. Barney and his family also fear the lawsuits will continue.⁴²⁷ Mr. Barney noted a decedent’s estate already has been sued, causing him to question whether another estate will be substituted in if this litigation continues.⁴²⁸

When Mr. Royal became the Successor Trustee, the Bankruptcy Case was almost fully administered. He reviewed some claims, retained accounting and legal professionals, and filed the final report.⁴²⁹ He did not liquidate any property. He had never met or spoken to Mr. Lane, was not involved in negotiating or obtaining approval of the Debtor or Family Settlement Agreements, and did not file any adversary proceeding in the Bankruptcy Case.⁴³⁰ Despite this, Mr. Royal has been sued three times—in the Texas and Connecticut Cases—for over \$120 million.⁴³¹ The lawsuits, which contain serious allegations affecting Mr. Royal’s reputation, cause Mr. Royal emotional concern and disturbance.⁴³² Mr. Royal had to disclose the lawsuits to the U.S. Trustee’s Office and

⁴²⁰ *Id.* at 817:8-9; 817:12-20.

⁴²¹ *Id.* at 825:24-826:1.

⁴²² *Id.* at 825:3-6, 828:17-19.

⁴²³ *Id.* at 823:3-7. The court considers this and similar testimony about Mr. Barney’s family and the other Defendants’ family only to show the effect on the Defendants’ mental state.

⁴²⁴ *Id.* at 827:17-24.

⁴²⁵ *Id.* at 828:20-829:5.

⁴²⁶ *Id.* at 829:18-21, 830:1-8.

⁴²⁷ *See id.* at 827:25-828:9, 828:16-19.

⁴²⁸ *Id.* at 828:5-9. Mr. Lane has sued two estates—the Biolchini Estate and the Estate of Patricia A. Lane.

⁴²⁹ *Id.* at 772:19-773: 2-8, 13. No one objected to the final report.

⁴³⁰ *Id.* at 773:14-774:4.

⁴³¹ *Id.* at 775:1-11.

⁴³² *Id.* at 775:12-776:4.

to his malpractice carrier.⁴³³ He feels Mr. Lane “is filing these lawsuits to get his vengeance against all of us,” and defending the cases requires him to expend significant time and energy.⁴³⁴ Mr. Royal’s time spent attending to the lawsuits prevented him from doing other work.⁴³⁵ One of Mr. Lane’s filings requested Mr. Royal, without grounds, “be immediately removed from . . . all cases and replaced with an independent trustee,” which could affect a substantial portion of Mr. Royal’s work, income, and ability to maintain a full-time employee.⁴³⁶ Mr. Royal understands Mr. Lane has threatened further litigation and questions when it will end and what resources and emotion he will have to devote to defending future lawsuits, which he considers “nothing more than harassment.”⁴³⁷

The lawsuits have caused Mr. Smiley and his family significant financial and emotional harm. The Texas, Nevada, and Connecticut Cases sought over \$130 million from Mr. Smiley.⁴³⁸ He has not been paid for any of his work defending against the lawsuits.⁴³⁹ The hundreds of hours he has spent doing that is a lost opportunity cost, and he is prevented from doing other work. It also interferes with his personal time, which he could spend fishing, or playing with his grandson.⁴⁴⁰ He must report the lawsuits to his malpractice carrier and to the U.S. Trustee’s Office for audits or FBI background checks for his panel Chapter 7 trustee work.⁴⁴¹ The lawsuits have taken a significant toll on Mr. Smiley’s family. He has had to explain to his family about the financial consequences of being sued for over \$130 million, “and they know that a judgment for that amount wipes you out.”⁴⁴² Indeed, the litigation “scares the hell out of” Mr. Smiley’s family.⁴⁴³ The lawsuits also affect Mr. Smiley personally. They cause him “tremendous emotional damage” and are a “tremendous strain” on him physically.⁴⁴⁴ For example, an “emergency motion for application for preliminary injunction” was filed under Mr. Friedman’s name in the Nevada Case seeking to freeze Mr. Smiley’s and other defendants’ assets. Mr. Friedman and Mr. Lane called Mr. Smiley to “confer,” left a

⁴³³ *Id.* at 777:11-20.

⁴³⁴ *Id.* at 776:16-23.

⁴³⁵ *Id.* at 776:25-777:6.

⁴³⁶ Trial Ex. 197, at 8; Trial Tr. 779:1-8.

⁴³⁷ Trial Tr. 780:2-11.

⁴³⁸ *Id.* at 307:14-17.

⁴³⁹ *Id.* at 310:12-18.

⁴⁴⁰ *Id.* at 310:19-24.

⁴⁴¹ *Id.* at 311:1-5.

⁴⁴² *Id.* at 310:3-8.

⁴⁴³ *Id.* at 475:25.

⁴⁴⁴ *Id.* at 474:13-18.

message on his business phone, and “laughed at [him] when they were done.”⁴⁴⁵ Mr. Smiley believes the litigation contributed to his need for open heart surgery in May 2022, and he is “[e]xceptionally concerned” about being sued again.⁴⁴⁶

The Texas and Connecticut Cases sought over \$120 million from Mr. Gilbert causing him and his family great emotional harm. Mr. Gilbert’s wife understands Mr. Gilbert is not only representing parties in the litigation, but is also a defendant.⁴⁴⁷ Being a defendant in lawsuits like these impairs Mr. Gilbert’s ability to obtain credit.⁴⁴⁸ Accordingly, he is concerned about his and his family’s future.⁴⁴⁹ He also is concerned he has become a target of what he believes to be “a number of convicted felons suing [him] in various jurisdictions throughout the United States.”⁴⁵⁰ He is afraid the lawsuits are “going to go on and on.”⁴⁵¹ As he explained, “I don’t believe that Mr. Lane is going to stop”⁴⁵² He despairs that he is “going to be dealing with this stuff for years to come.”⁴⁵³

Mr. O’Malley was a mergers and acquisitions lawyer who never practiced bankruptcy and had no involvement in or knowledge of the Bankruptcy Case.⁴⁵⁴ He did not supervise his firm’s bankruptcy lawyers and does not know Mr. Lane.⁴⁵⁵ Yet, he was sued four times—in the Texas, Nevada, and Connecticut Cases—for over \$133 million.⁴⁵⁶ Mr. O’Malley is anxious, based on what he learned in the litigation, Mr. Lane will continue to sue: “That’s what [Lane] does.”⁴⁵⁷ The lawsuits have caused Mr. O’Malley and his family “a tremendous amount of stress,” in part because he previously had never been a defendant in any litigation and the damage to his reputation.⁴⁵⁸ The time spent attending to the lawsuits deprive him of time to spend on other endeavors.⁴⁵⁹ He learned of the Texas Cases two days before his daughter’s wedding.⁴⁶⁰ In the lawsuits, Mr. Lane sued Mr.

⁴⁴⁵ Trial Ex. 176, at 1-2; Trial Tr. 308:17-21.

⁴⁴⁶ Trial Tr. 389:21-22, 476:6-9, 476:15-17.

⁴⁴⁷ *Id.* at 634:10-13.

⁴⁴⁸ *Id.* at 635:3-12.

⁴⁴⁹ *Id.* at 636:19-637:2.

⁴⁵⁰ *Id.* at 634:4-7.

⁴⁵¹ *Id.* at 635:13-14.

⁴⁵² *Id.* at 636:3-4.

⁴⁵³ *Id.* at 636:15-16.

⁴⁵⁴ *Id.* at 754:17-24.

⁴⁵⁵ *Id.* at 755:14-23, 758:5-12.

⁴⁵⁶ *See id.* at 757:3-14.

⁴⁵⁷ *Id.* at 761:1-16.

⁴⁵⁸ *Id.* at 758:12-18.

⁴⁵⁹ *Id.* at 759:6-9.

⁴⁶⁰ *Id.* at 766:3-15.

O'Malley for mismanaging lawyers although he had no responsibility for managing the lawyers involved in Mr. Lane's Bankruptcy Case.⁴⁶¹

Ballard Spahr incurred and paid over \$615,000 in attorney fees and costs in connection with the defense of the above-referenced lawsuits and the prosecution of this adversary proceeding through January 10, 2022.⁴⁶² That amount does not include fees incurred after that date and relating to the trial.⁴⁶³

As discussed below, all economic harm is irreparable because Plaintiffs have no hope of recovering those fees and costs.

B. Mr. Perino, Mr. Lawton, the Biolchini Estate, the Bank, Mr. Hingle, and Holland & Hart have been injured by Mr. Lane's lawsuits.

By repeatedly filing lawsuits based on the Bank Settlement Agreement and Order, Mr. Lane has caused Mr. Perino, Mr. Lawton, the Biolchini Estate, the Bank, Mr. Hingle, and Holland & Hart enormous emotional and financial injury.

Mr. Perino was sued in the Nevada, Connecticut, and Second Wyoming Cases for over \$100 million. He first learned he had been sued through a voice message from Mr. Friedman.⁴⁶⁴ In the message, Mr. Friedman asked if Mr. Perino would agree to an emergency motion for a preliminary injunction "to freeze all [of Perino's] assets."⁴⁶⁵ Mr. Perino found the message threatening and disturbing.⁴⁶⁶ The litigation is stressful to Mr. Perino, who is concerned and anxious that, although the Bank thus far has paid his attorney fees and costs, it may not continue to do so after he is no longer working at the Bank or after the Bank merges into a new entity as part of a recent agreement with another company.⁴⁶⁷

Mr. Lawton was sued in the Nevada and Second Wyoming Cases,⁴⁶⁸ which sought over \$80 million. He does not understand the litigation, which has been going on since Judge McNiff's tenure, and he explained he, Mr. Perino, and Mr. Biolchini "were just following what [Judge

⁴⁶¹ *Id.* at 759:10-12.

⁴⁶² Trial Ex. 141, at 1; Trial Tr. 621:9-13, 623:11-21, 624:22-25.

⁴⁶³ *Id.* at 623:11-14.

⁴⁶⁴ *Id.* at 844:19-24.

⁴⁶⁵ Trial Ex. 194.

⁴⁶⁶ Trial Tr. 846:18-23.

⁴⁶⁷ *Id.* at 855:8-17, 855:23-856:19.

⁴⁶⁸ *Id.* at 844:4-8, 848:2-5.

McNiff] told us to do.”⁴⁶⁹ Now the litigation follows Mr. Lawton’s professional and personal life. Professionally, in addition to being the CEO and chairman of the Bank, Mr. Lawton is the chairman of the Wyoming State Banking Board.⁴⁷⁰ He has had to explain the lawsuits to both the Bank’s board and the State Banking Board.⁴⁷¹ Personally, Mr. Lawton has found the “hardest part” of the litigation is explaining the lawsuits to his wife.⁴⁷² On top of that, Mr. Lawton is trying to purchase a home, and he has to explain the lawsuits to mortgage lenders.⁴⁷³ The lawsuits have delayed his family’s purchase of the home.⁴⁷⁴ And like Mr. Perino, Mr. Lawton has no promise of indemnity following the Bank’s merger.⁴⁷⁵ He too is concerned about future litigation.⁴⁷⁶

The Estate of Robert Biolchini also was sued in the Nevada and Second Wyoming Cases.⁴⁷⁷ The lawsuits are very stressful to Mrs. Fran Biolchini, the trustee and Mr. Biolchini’s widow, who is 79 years old and suffers from chronic pain.⁴⁷⁸ She does not understand the claims nor why she continues to be sued.⁴⁷⁹ Although the Bank has paid the attorney fees and costs incurred on behalf of itself, the Biolchini Estate, Perino, and Lawton, there is no assurance that, after the Bank enters the above-referenced merger, the resulting entity will continue to pay those fees and costs.⁴⁸⁰

The Bank was sued in the Nevada, Connecticut, and Second Wyoming Cases, which sought over \$100 million. Being sued has caused the Bank financial burden. The Bank is well-respected, and being sued “cause[d] alarm bells to go off” as people devote time and resources to address the lawsuits.⁴⁸¹ The Bank must also report litigation in connection with its annual audit, and its audited financial statements are provided to regulators.⁴⁸² The Bank was billed \$697,762.59 in attorney fees and costs by its counsel in connection with the Nevada, Connecticut, and Second Wyoming

⁴⁶⁹ *Id.* at 1010:5-13.

⁴⁷⁰ *Id.* at 1005:22-23.

⁴⁷¹ *Id.* at 1008:16-19.

⁴⁷² *Id.* at 1009:6-8.

⁴⁷³ *Id.* at 1008:25-1009:3.

⁴⁷⁴ *Id.* at 1009:10-14.

⁴⁷⁵ *Id.* at 1008:20-24.

⁴⁷⁶ *Id.* at 1009:20-22.

⁴⁷⁷ *Id.* at 844:9-11, 848:2-5.

⁴⁷⁸ *Id.* at 869:1-10, 870:5-8, 869:16-21, 871:7-11.

⁴⁷⁹ *Id.* at 871:11-14.

⁴⁸⁰ *Id.* at 872:17-22, 873:11-16.

⁴⁸¹ *Id.* at 873:4-10.

⁴⁸² *Id.* at 855:1-7.

Cases.⁴⁸³ That amount goes only through December 31, 2021, and the Bank continues to incur attorney fees and costs in connection with the litigation.⁴⁸⁴

Mr. Hingle was sued five times for his representation of the Bank in the Bankruptcy Case.⁴⁸⁵ He was sued in the Texas, Nevada, Connecticut, and Second Wyoming Cases, which sought over \$200 million. For his entire legal career, which began in 1976, Mr. Hingle had not been sued until he was sued in the Texas Cases.⁴⁸⁶ The lawsuits have been disconcerting, difficult, and painful for Mr. Hingle.⁴⁸⁷ He thinks about them often and although he tells himself the lawsuits are vexatious, that does not help as the lawsuits still are worrisome to him.⁴⁸⁸ He “want[s] it all to stop.”⁴⁸⁹

Holland & Hart was sued in the Texas Cases and the Connecticut Case, which sought over \$120 million. The firm’s loss-prevention counsel and management have spent a lot of time and effort attending to the lawsuits.⁴⁹⁰ The firm also paid \$426,451.13 to its outside counsel in connection with the defense of the Nevada, Connecticut, and Second Wyoming Cases.⁴⁹¹ The firm is paying additional money to prosecute the adversary proceeding.⁴⁹²

C. Trish, Colleen, Tim, and Matthew Lane, Mr. Meier, Mr. Buckley, and Hathaway & Kunz have been injured by Mr. Lane’s lawsuits.

Mr. Lane’s repeated lawsuits arising from the Family Settlement Agreement have caused significant and lasting emotional and financial injury to Trish, Colleen, Tim, and Matthew Lane, Mr. Meier, Mr. Buckley, and Hathaway & Kunz.

Since Trish Lane entered into the Family Settlement Agreement, she has been sued in six lawsuits—the Arizona, Texas, Nevada, Connecticut, and Second Wyoming Cases—which sought over \$200 million. Mr. Lane also attempted to sue her as personal representative of their mother’s estate.⁴⁹³ She has paid tens of thousands of dollars in legal fees in connection with the lawsuits.⁴⁹⁴ Trish’s emotional and psychological injury is also substantial. The lawsuits cause her enormous

⁴⁸³ Trial Ex. 193; Trial Tr. 849:10-15, 850:4-8.

⁴⁸⁴ Trial Tr. 851:17-21.

⁴⁸⁵ *Id.* at 904:8-13.

⁴⁸⁶ *Id.* at 902:15-16, 907:19-23.

⁴⁸⁷ *Id.* at 907:24-25.

⁴⁸⁸ *Id.* at 907:25-908:3.

⁴⁸⁹ *Id.* at 908:5.

⁴⁹⁰ *Id.* at 907:12-16.

⁴⁹¹ Trial Ex. 209; Trial Tr. 888:2-12, 891:9-14.

⁴⁹² Trial Tr. 907:8-11.

⁴⁹³ *Id.* at 1101:14-18.

⁴⁹⁴ *Id.* at 1115:3-10.

stress.⁴⁹⁵ She has been subjected to several depositions, and cries each time her attorney tells her there will be another.⁴⁹⁶ She lives in constant fear of getting a phone call about another lawsuit.⁴⁹⁷ She fears Mr. Lane will sue her estate after she dies.⁴⁹⁸ Justifying her fears, Mr. Lane told Trish at her deposition in this case he does not “have a lot of downside” and has “nothing to lose.”⁴⁹⁹ He also said Trish is “absolutely nuts” if she thinks he is “going to give up all [his] claims” and “[his] pension money.”⁵⁰⁰ He told her he’s “fairly certain there will be additional lawsuits”⁵⁰¹ Understandably, Trish is frightened by Mr. Lane, and because of that fear she locks herself in her bedroom at night.⁵⁰² She thinks Mr. Lane is “capable of anything, and he’s a very desperate man.”⁵⁰³

The stress impairs Trish’s physical health. She suffers from numerous autoimmune diseases, and she is in constant pain.⁵⁰⁴ The stress from the lawsuits exacerbates her diseases, and her “physical capabilities have deteriorated greatly since [the litigation] started.”⁵⁰⁵ She attributes the stress and anxiety that hospitalized her to the lawsuits.⁵⁰⁶ She feels she will die if the litigation does not stop.⁵⁰⁷ Finally, the lawsuits have “completely ruined” Trish’s family.⁵⁰⁸ Trish “lost [her] brother” and her nieces and nephews.⁵⁰⁹ Her siblings no longer speak as it is easier to avoid each other than deal with the inevitable subject of Mr. Lane’s lawsuits.⁵¹⁰

Since she entered into the Family Settlement Agreement, Colleen has been sued in six lawsuits relating to the Bankruptcy Case. In particular, she was sued in the Arizona, Texas, Nevada, Connecticut, and Second Wyoming Cases, which sought over \$240 million. Colleen hired a lawyer

⁴⁹⁵ *Id.* at 1107:2-3.

⁴⁹⁶ *Id.* at 1107:3-8.

⁴⁹⁷ *Id.* at 1111:13-16.

⁴⁹⁸ *Id.* at 1108:11-17.

⁴⁹⁹ *Id.* at 1117:12-17.

⁵⁰⁰ *Id.* at 1118:4-11.

⁵⁰¹ *Id.* at 1118:19-1119:6.

⁵⁰² *See id.* at 1111:17-20, 1112:4.

⁵⁰³ *Id.* at 1112:11-14.

⁵⁰⁴ *Id.* at 1113:7-8, 1114:4-7.

⁵⁰⁵ *Id.* at 1114:8-16.

⁵⁰⁶ *Id.* at 1121:18-20.

⁵⁰⁷ *Id.* at 1114:19-23.

⁵⁰⁸ *Id.* at 1104:20-23; *see also id.* at 976:13-977:16 (Colleen explaining the formerly close-knit Lane family is unable to travel because they spend their disposable income defending lawsuits, and when they do get together “it’s like a funeral,” so they avoid each other); *id.* at 1042:9-13, 1043:23-1044:12 (Tim testifying he no longer has a relationship with his family, cannot call them because they “have to deal with the big white elephant in the room,” and is saddened by the loss of his relationships with Mr. Lane’s children).

⁵⁰⁹ *Id.* at 1105:6-10.

⁵¹⁰ *Id.* at 1105:23-1106:3.

to defend her and has received invoices totaling about \$190,000 for legal services related to the lawsuits' defense.⁵¹¹ She has received invoices totaling about \$50,000 in connection with the adversary proceeding.⁵¹² She has paid tens of thousands of dollars toward those amounts.⁵¹³

The lawsuits have caused Colleen “[g]reat harm,” including a crushing financial burden, excruciating stress and anxiety, unbearable emotional pain, sleeplessness, frustration, and “hopelessness that it’ll never stop.”⁵¹⁴ These things also affect her husband, her two children, and her extended family.⁵¹⁵ For example, because she is fearful of Mr. Lane, Colleen instructed her daughters to call 911 if he ever approaches them.⁵¹⁶ For another example, process servers have come to her home multiple times in connection with the lawsuits, and they scare her.⁵¹⁷ One day, while both Colleen and her husband were away, a process server was waiting outside their home and had knocked on the door.⁵¹⁸ Colleen’s daughter was too afraid to leave to go to school, and she missed a final exam and was going to receive a failing grade.⁵¹⁹ Colleen met with the principal and teacher and had to explain the situation to them, causing her embarrassment.⁵²⁰

Since he entered into the Family Settlement Agreement, Tim has been sued twice—in one of the Texas Cases and the Connecticut Case—for over \$40 million. The lawsuits make Tim “very angry at [his] brother”; they have been stressful and mentally exhausting for him; and they have “wrecked [his] family.”⁵²¹ The lawsuits also cause Tim economic injury. Tim works six days a week and spends his nights and one day off attending to the litigation.⁵²² He “can hardly ever see” his granddaughter because he is “too busy dealing with this in [his] off time.”⁵²³ He also has lost income he attributes to the lawsuits.⁵²⁴

⁵¹¹ Trial Tr. 960:5-7, 966:5-8; Trial Exs. 199, 200, 202, 203, 204 & 205.

⁵¹² Trial Tr. 966:12-19, 967:7-12; Trial Ex. 201.

⁵¹³ Trial Tr. 966:9-11, 967:13-15.

⁵¹⁴ *Id.* at 969:18-970:2.

⁵¹⁵ *Id.* at 970:2-10.

⁵¹⁶ *Id.* at 970:15-971:12.

⁵¹⁷ *Id.* at 971:18-20.

⁵¹⁸ *Id.* at 972:3-10.

⁵¹⁹ *Id.* at 972:10-19.

⁵²⁰ *Id.* at 972:21-25.

⁵²¹ *Id.* at 1041:11-15, 1042:2-4.

⁵²² *Id.* at 1042:17-21.

⁵²³ *Id.* at 1042:21-23.

⁵²⁴ *Id.* at 1066:16-19.

Since Matthew entered into the Family Settlement Agreement, he was sued in the Arizona Case, one of the Texas Cases, and the Connecticut Case, which sought over \$140 million. Matthew retained counsel for his defense.⁵²⁵ He incurred about \$160,000 in attorney fees defending the Arizona Case and paid tens of thousands of dollars.⁵²⁶ He and his siblings also incurred about \$20,000 in attorney fees in the Texas and Connecticut Cases.⁵²⁷ The lawsuits have caused Matthew stress, anxiety, and “extreme sadness and a sense of hopelessness that this just will never stop”⁵²⁸ For seven years, he has received litigation correspondence several times a month.⁵²⁹ The time Matthew has spent dealing with the litigation and being stressed about it has affected his ability to make a living.⁵³⁰ Relatedly, Mr. Lane sent a letter to one of Matthew’s business partners asking if the person knows Matthew is being sued for fraud.⁵³¹ Matthew then had to explain the situation and assure the partner that he was not going to commit fraud.⁵³² Like his siblings and sister-in-law, Matthew explained the Lane family used to be a “tight-knit family that got along well through good times and bad and was there for each other. . . .”⁵³³ But when the family gets together now, the litigation is “in the room with” them.⁵³⁴ Matthew feels he “lost a brother”—Mr. Lane, but he did not lose him to death; instead, Mr. Lane now is his “adversary in these countless lawsuits.”⁵³⁵

Mr. Meier was sued in the Arizona, Texas, Connecticut, and Second Wyoming Cases for about \$230 million.⁵³⁶ Each lawsuit was dismissed or resolved in his or Hathaway & Kunz’s favor, but being sued for \$230 million has caused Mr. Meier “a great deal of emotional distress.”⁵³⁷ The lawsuits affect his ability to carry on with his life and are “always hanging over [his] head.”⁵³⁸ It is difficult for Mr. Meier to explain them to his family, who know the litigation “never ends.”⁵³⁹ Mr.

⁵²⁵ *Id.* at 1069:24-1071:1.

⁵²⁶ *Id.* at 1071:5-8, 1071:23-25.

⁵²⁷ *Id.* at 1072:6-9.

⁵²⁸ *Id.* at 1072:20-1073:2.

⁵²⁹ *Id.* at 1073:3-9.

⁵³⁰ *Id.* at 1074:14-19.

⁵³¹ *Id.* at 1074:20-25.

⁵³² *Id.* at 1075:1-5.

⁵³³ *Id.* at 1075:15-19.

⁵³⁴ *Id.* at 1076:1-4.

⁵³⁵ *Id.* at 1077:13-15, 1078:14-19.

⁵³⁶ *Id.* at 799:25-800:25.

⁵³⁷ *Id.* at 801:22-802:5.

⁵³⁸ *Id.* at 802:14-17.

⁵³⁹ *Id.* at 802:5-13.

Meier believes it will end only if he or Mr. Lane passes away.⁵⁴⁰ The lawsuits also harm Mr. Meier financially and professionally as he is not paid for his work relating to the lawsuits, and the time spent attending to them lost him opportunities for profitable work.⁵⁴¹ Mr. Meier also refinanced debt in 2017, and although he is the president and CEO of the Wyoming Bankers Association and has a relationship with bankers, the refinancing process took “a great deal of time” and ultimately was approved with a higher interest rate due to the litigation.⁵⁴² This is true for about seven loans.⁵⁴³ For his work as the president and CEO of the Wyoming Bankers Association, Mr. Meier must undergo background checks with the FBI and Secret Service.⁵⁴⁴ He must explain the litigation to agents in Denver, which “causes a lot of eyebrows to be raised” and “takes a lot of [his] time.”⁵⁴⁵

Mr. Buckley was an associate attorney when he performed most of his work relating to the Bankruptcy Case.⁵⁴⁶ He and Hathaway & Kunz now have been sued six times—in the Indiana, Arizona, Texas, Connecticut, and Second Wyoming Cases—for that work.⁵⁴⁷ Mr. Buckley does not understand exactly what he is being sued for, and he describes the allegations against him as “some amorphous idea that we somehow did something wrong when our clients signed a settlement agreement.”⁵⁴⁸ He similarly finds the allegations defamatory and outlandish.⁵⁴⁹ The lawsuits have “been an albatross around [Buckley’s] neck since 2013.”⁵⁵⁰ They are “wildly invasive.”⁵⁵¹ Although Mr. Buckley and Hathaway & Kunz vigorously defend the lawsuits, Mr. Buckley is concerned improper service might result in a multi-million-dollar default judgment against him and the firm. He expressed concern prospective clients will look elsewhere when they learn of the lawsuits through an internet search, and that his association with the lawsuits will tarnish his reputation with the judges he appears in front of.⁵⁵² The time Mr. Buckley spends dealing with the lawsuits detracts

⁵⁴⁰ *Id.* at 804:13-17.

⁵⁴¹ *Id.* at 802:17-24.

⁵⁴² *Id.* at 802:24-803:9, 797:10-12.

⁵⁴³ *Id.* at 815:7-9.

⁵⁴⁴ *Id.* at 803:18-21.

⁵⁴⁵ *Id.* at 803:22-804:2.

⁵⁴⁶ *Id.* at 921:1-7.

⁵⁴⁷ *Id.* at 921:4-7, 922:9-12, 923:2-11.

⁵⁴⁸ *Id.* at 922:18-24.

⁵⁴⁹ *Id.* at 927:22-928:7.

⁵⁵⁰ *Id.* at 922:5-8.

⁵⁵¹ *Id.* at 926:13-16.

⁵⁵² *Id.* at 924:1-17, 925:9-926:9.

from time he ordinarily would spend with family, working, or sleeping.⁵⁵³ And Mr. Buckley “absolutely expect[s] that when this case is over, [he’s] going to be sued again.”⁵⁵⁴

The firm’s injury overlaps with Mr. Buckley’s. Hathaway & Kunz has a paralegal who manages the thousands of filings in the various cases, coordinates with out-of-state counsel, and tracks the deadlines.⁵⁵⁵ Mr. Buckley believes the firm’s staff is worried about the successive lawsuits seeking several million dollars in damages, and that the lawsuits are disruptive for the staff.⁵⁵⁶ The lawsuits also are disruptive for the partnership. Each time the firm’s partners sit down to discuss the lawsuits, they lose productivity and income.⁵⁵⁷

D. All Plaintiffs are further injured by Mr. Lane’s threats of interminable litigation and other adversarial actions.

In addition to their individualized injury, all Plaintiffs are injured by Mr. Lane’s threats to keep suing them. Even beyond the above-referenced threats Mr. Lane made at Trish’s deposition,⁵⁵⁸ and the letter Mr. Lane sent Plaintiffs under Mr. Friedman’s name hinting that “multiple [other] parties” might sue absent a settlement,⁵⁵⁹ Mr. Lane repeatedly has threatened future lawsuits and other adverse actions. In some of the threats, which Mr. Lane repeatedly made during telephonic status conferences and hearings and at trial, Mr. Lane declared other supposed beneficiaries of the various entities—namely, Dr. Lane, Erin, and Theresa—still had “claims” they could pursue against Plaintiffs.⁵⁶⁰ According to Mr. Lane: “The reality is there are three other beneficiaries who have the right to bring the same lawsuits that Christopher Lane’s interests . . . pursued”⁵⁶¹ and “No one has yet pursued Erin Lane’s interests, Theresa Lane’s interests, or Dr. Lane’s interests.”⁵⁶²

Even in his proposed findings of fact and conclusions of law, Mr. Lane maintains:

⁵⁵³ *Id.* at 945:21-24.

⁵⁵⁴ *Id.* at 930:5-8.

⁵⁵⁵ *Id.* at 926:17-21.

⁵⁵⁶ *Id.* at 926:22-927:14.

⁵⁵⁷ *Id.* at 927:15-21.

⁵⁵⁸ *Id.* at 1117:12-17, 1118:4-11, 1118:19-1119:13.

⁵⁵⁹ Trial Ex. 171, at 2.

⁵⁶⁰ *See, e.g.*, (Trial Ex. 278, at 7 (“[P]laintiffs forget that there are three other beneficiaries of the Boulder Investment Trust who are not aware of the fraudulent activities of the plaintiffs who could yet pursue their cases in federal court.”); Trial Ex. 281, at 5 (82:9-16) (“[I]f the plaintiffs in this case are successful in getting a permanent injunction against Christopher, it doesn’t matter. The other beneficiaries still have the right to bring lawsuits. . . . I think we’re wasting a lot of time on this lawsuit because other parties can make identical claims because they have also been the victims of the fraud perpetrated by the plaintiffs.”).

⁵⁶¹ Trial Tr. 110:25-111:3.

⁵⁶² Trial Tr. 1417:7-9

It was not established with testimony or any other evidence that Robert Lane is in privity with any other party including Christopher Lane, Jeffrey Plimpton, Richard Friedman or other parties including and [*sic*] beneficiaries of the Boulder Investment Trust and the Riverbend Ranch Trust I including Erin Lane and Theresa Lane, who may have legal claims against Plaintiffs for their alleged misdeeds.⁵⁶³

In other threats, Mr. Lane promised to file additional lawsuits against Plaintiffs based on injury *he* allegedly suffered. Further examples from Trish's deposition are illustrative:

- (a) "You want to go on fighting? I am fairly certain there will be additional lawsuits. And I am fairly certain that even if you win this adversarial [*sic*] proceeding, that's not going to end this";
- (b) "[L]et's say you win this case. You are aware that I can still bring lawsuits, but I have to hire an attorney"; and
- (c) "I live in a rat-infested hellhole in Las Vegas. There's homeless people outside my door. . . . [M]y family has looted my pension and my IRA, [and] refused to return the money. I'm still living on a miniscule amount of Social Security . . . because I'm dirt poor as a result of the Plaintiffs in this case looting my pension and looting my trust assets. So you guys don't realize I don't have a downside. You can try to put me in prison again. I'm sure you'll try that. You know, I've got nothing to lose."⁵⁶⁴

In closing, while arguing he had no plans to sue Plaintiffs again, Mr. Lane threatened more lawsuits: "I've stated I have no plans to sue them again. I can't speak on behalf of my daughters or others."⁵⁶⁵

Mr. Lane attempted to file yet another lawsuit against Plaintiffs while this case was ongoing. After Mr. Friedman settled, Mr. Lane sent Plaintiffs' counsel an email titled "Friedman Settlement Agreement Void."⁵⁶⁶ A letter attached to Mr. Lane's email suggested Mr. Friedman was a party to contracts prohibiting him from settling and asked Plaintiffs to withdraw the agreement. If they did not do so, Mr. Lane warned, "steps may be taken to enforce legal rights and obtain any liquidated damages. . . ."⁵⁶⁷ "I am certain," Mr. Lane continued, "you would not wish to face charges of tortuous [*sic*] interfering with another party's contractual rights."⁵⁶⁸ Months later, Mr. Lane filed an

⁵⁶³ D.E. 593 at 13, ¶ 46.

⁵⁶⁴ Trial Tr. 387:3-6; 388:7-9, 20-389:14.

⁵⁶⁵ Trial Tr. 1570:9-11.

⁵⁶⁶ Trial Ex. 143; Trial Tr. 381:17-19, 1312:4-8. The court admitted another copy of the email and its attachment as Trial Ex. 223.

⁵⁶⁷ Trial Ex. 143, at 2.

⁵⁶⁸ *Id.*

application for leave to file the lawsuit.⁵⁶⁹ The proposed complaint identified Mr. Lane as the plaintiff; identified Plaintiffs and certain of their lawyers in this proceeding as the defendants; and alleged, among other things, the Nevada Case would not have been filed but for Mr. Friedman's agreement to "keep confidential all non-public and confidential information" about Mr. Lane.⁵⁷⁰

Another threat Mr. Lane has employed is to commence or threaten criminal or regulatory action against Plaintiffs. For example, he filed a bar complaint against an attorney who appeared in the adversary case.⁵⁷¹ He also noted, on his direct examination, that he could pursue a criminal complaint or file a complaint with the Pension Benefit Guarantee Corporation against Trish.⁵⁷²

It is clear from the lawsuits at issue here and the lawsuits where courts sanctioned Mr. Lane, as discussed below, his reaction to feeling slighted or aggrieved is to file lawsuits without consideration of jurisdiction, finality of orders, and/or the appeal process. A party who files meritless litigation motivated by spite or ill will forfeits his right to access the courts.⁵⁷³ Mr. Lane's suggestion he will no longer be involved in litigation involving his Bankruptcy Case or these Plaintiffs is without any believability. Mr. Lane feels aggrieved by the outcome of his Bankruptcy Case including his family members' roles and gives no indication of stopping his litigation harassment until someone compensates him for the consequences of his own actions. It is not a defense to assert there is no pending harm. Plaintiffs established a variety of economic and non-economic harms Mr. Lane's ongoing litigation has caused—the same harm will occur if Mr. Lane is allowed to continue these lawsuits, which the evidence strongly indicates he will, absent an injunction. Mr. Lane is using the judicial process not to vindicate his legitimate rights, but to harass and intimidate his adversaries with repeated groundless and vexatious claims against them.

In response, Mr. Lane highlights Plaintiffs' choice not to involve his previous attorneys in the injunction. However, Plaintiffs explained, given those attorneys' decisions to discontinue

⁵⁶⁹ Trial Ex. 222 (D.E. 344); Trial Tr. 1313:19-23.

⁵⁷⁰ Trial Ex. 222, at 10, 15 ¶ 39; Trial Tr. 1318:6-14. Christopher received a draft of the application via mail and believes Mr. Lane mentioned filing a lawsuit against Mr. Friedman on a phone call and sent it to him. Christopher Dep. Tr. 176:1-23; Trial Ex. 175. Christopher did not understand the application's contents, so he never signed it, which irritated Mr. Lane. Christopher Dep. Tr. 177:5-9; 178:18-179:3.

⁵⁷¹ Trial Tr. 1446:6-9.

⁵⁷² *Id.* at 1479:24-1480:4.

⁵⁷³ See, e.g., *Fin. Freedom Acquisition, LLC v. Braunsberg*, 201 A.D.3d 788, 792 (N.Y. 2d Dep't 2022) (citing cases).

representing Mr. Lane through the various lawsuits, they have no reason to believe those attorneys will continue to bring lawsuits.

VIII. Mr. Lane repeatedly has been sanctioned, found in contempt, had filing restrictions imposed on him, and been sentenced to prison or jail.

Between April 2010 and January 2018, state and federal courts in California and Wyoming entered ten orders sanctioning Mr. Lane, holding Mr. Lane to be a vexatious litigant or in contempt, awarding fines or attorney fees against Mr. Lane (\$816,119 total), sentencing Mr. Lane to jail (69 days total), or sentencing Mr. Lane to federal prison (18 months total).⁵⁷⁴ Because doing so is relevant to ruling on Plaintiffs' request for filing restrictions, the court discusses these orders.

A. This court entered orders holding Mr. Lane in contempt, sanctioning him, and imposing filing restrictions.

Even after the Debtor Settlement Agreement was entered into and the court approved it, the "administration of the estate continued to be difficult and contested," with "Lane objecting and interfering on a regular basis."⁵⁷⁵ By the time the Bankruptcy Case was closed, there were 1,635 entries on the docket.⁵⁷⁶ This court sanctioned Mr. Lane multiple times, held him in contempt, and imposed filing restrictions against him for his litigation misconduct.

On December 23, 2014, the court entered an Opinion on Trustee's Motion for Contempt Sanctions Against Robert M. Lane.⁵⁷⁷ There, the court found Mr. Lane in contempt for having violated the order approving the Debtor Settlement Agreement by filing six papers in the Bankruptcy Case.⁵⁷⁸ Mr. Lane argued that, by filing those papers, he was "not attempting to be objectionable or obstructive, but to 'help' the Trustee in the administration of the bankruptcy estate."⁵⁷⁹ The court found his "testimony to be incredulous."⁵⁸⁰ As a sanction for his contempt, the court ordered Mr. Lane to "reimburse the bankruptcy estate in the amount of \$12,000.00."⁵⁸¹ The court also noted Mr. Lane "is a frequent litigant, in this court, in the appeals court, Wyoming state courts and California

⁵⁷⁴ Trial Ex. 48, at 1, 3.

⁵⁷⁵ Trial Tr. 145:23-25.

⁵⁷⁶ Trial Ex. 50, at 132. *See generally In re McDonald*, 489 U.S. 180, 184 (1989) (finding "[e]very paper filed with the Clerk of this Court, no matter how repetitious or frivolous, requires some portion of the institution's limited resources").

⁵⁷⁷ Trial Ex. 56.

⁵⁷⁸ *Id.* at 4.

⁵⁷⁹ *Id.* at 6.

⁵⁸⁰ *Id.*

⁵⁸¹ *Id.* at 5.

State court.”⁵⁸² Accordingly, and due to his “continuing actions to control the administration and outcome of [the] bankruptcy estate,” the court ordered Mr. Lane to “include a statement under penalty of perjury in all future pleadings containing the following information:

- (a) the legal basis for the pleading;
- (b) the specific factual basis for the pleading, excluding the benign generalities of past pleadings; [and]
- (c) a statement that the legal or factual arguments raised by the pleadings are not frivolous or made in bad faith; that to the best of [Lane’s] knowledge, they are warranted by existing case law; that the intent of the pleading is not improper and not intended to delay or cause a needless increase in costs or violate any order of this court, specifically the Debtor Settlement Agreement[.]”⁵⁸³

About two weeks later, the court entered an Opinion on Trustee’s Second Motion for Contempt Sanctions Against Robert M. Lane for Mr. Lane’s interference with the Trustee’s sale of assets of the bankruptcy estate.⁵⁸⁴ First, after the court approved the sale of artwork that was property of the estate, Mr. Lane sent emails to the art seller suggesting the seller consult “independent legal counsel . . . about the advisability of selling this art”, stating a sale would not be advisable and declaring, “I am certain that you do not wish to create unnecessary liability for your firm or yourself personally.”⁵⁸⁵ The court found Mr. Lane “interfered with the sale of the estate assets by sending the e-mail . . . which had a chilling effect on the sale of the bankruptcy estate assets.”⁵⁸⁶ The court further found Mr. Lane’s “second e-mail . . . reflects a pattern of intimidation.”⁵⁸⁷

Second, after the court entered an order granting the Trustee’s motion to sell real property located in Santa Barbara, California belonging to the bankruptcy estate, Mr. Lane—who had not objected to the motion—appealed the order to the Tenth Circuit BAP and, through counsel, filed a notice of pendency of action in California real estate records.⁵⁸⁸ Mr. Lane did not move to stay the sale pending his appeal or provide a supersedeas bond pending the appeal.⁵⁸⁹ He “testified that the *lis*

⁵⁸² *Id.*

⁵⁸³ *Id.* at 6.

⁵⁸⁴ Trial Ex. 58, at 2-4; Trial Tr. 150:23-151:7.

⁵⁸⁵ Trial Ex. 58, at 2-3.

⁵⁸⁶ *Id.* at 6.

⁵⁸⁷ *Id.*

⁵⁸⁸ *Id.* at 3-4.

⁵⁸⁹ *Id.* at 4.

pendens was to stop the sale of the Santa Barbara property during his pending appeal.”⁵⁹⁰ This conduct “effectively halted the Trustee’s attempts to close on the sale of the property in violation of the automatic stay under Section 362.”⁵⁹¹ The court found these actions violated, and Mr. Lane was in contempt of, the Debtor Settlement Agreement, this court’s orders, and Mr. Lane’s duties as a debtor.⁵⁹² The court further found Mr. Lane “displays a complete disregard for the Bankruptcy Code and procedures,” and his actions were “in bad faith, reckless, abusive and grossly disobedient.”⁵⁹³ As a result of these findings, the court ordered the Trustee to provide a bill of costs and ordered the *lis pendens* “is a violation of the automatic stay and is null and void.”⁵⁹⁴ After the Trustee submitted a bill of costs, and following an evidentiary hearing, the court entered an Amended Opinion on Trustee’s Bill of Costs, sanctioning Mr. Lane “\$321,659.00 in attorney fees.”⁵⁹⁵

B. A California state court entered orders sanctioning Mr. Lane, holding him in contempt, and sentencing Mr. Lane to jail.

During the divorce proceedings between Mr. Lane and Dr. Lane, the Superior Court of the State of California for the County of Santa Barbara repeatedly sanctioned Mr. Lane, held Mr. Lane in contempt, and sentenced him to jail. On April 16, 2010, Judge Anderle entered a decision on contempt in Mr. Lane’s divorce proceedings.⁵⁹⁶ In that decision, Judge Anderle ruled Mr. Lane was in contempt of court on six counts relating to his deliberate and intentional failure to pay amounts owed to Dr. Lane, including child support and attorney fees.⁵⁹⁷ Judge Anderle noted:

for each and all the Counts, [Lane] has shown a total disregard for the integrity of the Court. . . . He has deliberately refused to comply with the Court’s order during the time frame involved; to exacerbate matters he has persistently demonstrated his refusal to comply with the Court’s orders for more than a year since this Court made its orders.⁵⁹⁸

⁵⁹⁰ *Id.*

⁵⁹¹ *Id.* at 6.

⁵⁹² *Id.* at 6-8.

⁵⁹³ *Id.* at 7.

⁵⁹⁴ *Id.* at 8.

⁵⁹⁵ Trial Ex. 61, at 1, 4.

⁵⁹⁶ Trial Ex. 91, at 10, 31; Trial Tr. 213:23-214:5. The copy of the contempt order found in Trial Exhibit 91 is a motion attachment for sanctions Dr. Lane filed against Mr. Lane in a separate proceeding. The court admitted a standalone copy of the decision on contempt in Trial Exhibit 97. *See* Trial Tr. 214:6-10 (Mr. Smiley testifying Trial Exhibit 97 is the same document as the decision on contempt attached to Dr. Lane’s motion for sanctions).

⁵⁹⁷ Trial Ex. 91, at 30-31.

⁵⁹⁸ *Id.* at 31.

For Mr. Lane's contempt, Judge Anderle sentenced Lane to 18 days' imprisonment, imposed \$3,000 in fines, and awarded Dr. Lane her attorney fees and costs for \$40,000.⁵⁹⁹

On November 11, 2010, Judge Anderle entered another contempt decision in the divorce.⁶⁰⁰ There, he found Mr. Lane "is playing with the Court and [Dr. Lane]" and "deliberately and willfully ignoring the court order" to pay amounts owed to Dr. Lane.⁶⁰¹ Based on his findings, Judge Anderle found Mr. Lane in contempt on 17 counts and sentenced him to 51 days in jail.⁶⁰²

On June 11, 2013, Judge Anderle entered an Order After Hearing Re Petitioner's RFO For Family Code §271 Attorneys Fees as Sanctions.⁶⁰³ There, based on findings made in a tentative decision attached to the order, he sanctioned Mr. Lane to pay Dr. Lane \$349,561 in attorney fees.⁶⁰⁴

On November 19, 2013, Judge Anderle entered another order sanctioning Mr. Lane.⁶⁰⁵ There, Judge Anderle granted Dr. Lane's motion for an order determining Mr. Lane to be a vexatious litigant and ordered Mr. Lane to post a \$25,000 bond and prohibited Mr. Lane from pursuing orders to show cause if no bond was posted.⁶⁰⁶ In support of his finding Mr. Lane is a vexatious litigant, Judge Anderle noted, over the past seven years, "Lane initiated in propria persona more than five actions that were ultimately determined adversely to him."⁶⁰⁷ Judge Anderle also found "Lane is continuing to relitigate, or attempting to relitigate, in propria persona, the same claims that were already resolved against him[,] albeit on different legal theories," and "has repeatedly filed unmeritorious motions and engaged in frivolous tactics."⁶⁰⁸ Finally, Judge Anderle imposed filing restrictions, prohibiting Mr. Lane from filing *pro se* lawsuits in any California court without first obtaining leave of the Presiding Judge of the Santa Barbara District Court.⁶⁰⁹

⁵⁹⁹ *Id.*

⁶⁰⁰ *Id.* at 32, 42; Trial Tr. 222:7-13. The copy of the November 11, 2010 contempt decision found in Trial Exhibit 91 is another attachment to the same sanctions motion Dr. Lane filed against Mr. Lane. The court admitted a standalone copy of the decision on contempt in Trial Exhibit 98. *See* Trial Tr. 749:22-750:8.

⁶⁰¹ Trial Ex. 91, at 41.

⁶⁰² *Id.*

⁶⁰³ Trial Ex. 96; Trial Tr. 223:15-20.

⁶⁰⁴ Trial Ex. 96, at 2.

⁶⁰⁵ Trial Ex. 91, at 43; Trial Tr. 225:3-9.

⁶⁰⁶ Trial Ex. 91, at 43.

⁶⁰⁷ *Id.* at 44.

⁶⁰⁸ *Id.*

⁶⁰⁹ *Id.* at 43.

C. The U.S. District Court for the District of Wyoming entered orders sentencing Mr. Lane to federal prison, imposing filing restrictions, and ordering him to pay attorney fees.

In addition to sentencing Mr. Lane to federal imprisonment for falsifying records in the Bankruptcy Case, the U.S. District Court for the District of Wyoming also entered orders imposing filing restrictions against Mr. Lane and awarding attorney fees against him.

This court approved the Trustee's motion to approve a stipulation and mutual release with Dr. Lane.⁶¹⁰ Although Mr. Lane had not objected to the motion, he appealed the order granting it.⁶¹¹ On motions from the Trustee and Dr. Lane, the U.S. District Court for the District of Wyoming dismissed the appeal and set a deadline for Mr. Lane to object to proposed filing restrictions.⁶¹² After acknowledging Mr. Lane's "history of abusive and frivolous filings with the Bankruptcy Court and the District Court, as well as various state courts," the District Court ordered it would impose filing restrictions enjoining Mr. Lane from proceeding *pro se* without first obtaining approval and requiring him to file a detailed petition to receive approval.⁶¹³

After judgment entered in the defendants' favor in the Arizona Case (which, by way of reminder, had been removed and transferred to the Wyoming District Court), Trish Lane filed a motion for attorney fees.⁶¹⁴ The District Court granted the attorney fees on January 9, 2018, ordering Mr. Lane to pay \$129,899.00.⁶¹⁵ Mr. Lane has not paid Trish anything toward the judgment.⁶¹⁶

D. A Wyoming state court entered an order imposing filing restrictions against Mr. Lane.

On July 2, 2015, Dr. Lane filed a motion for sanctions under Rule 11 of the Wyoming Rules of Civil Procedure in a garnishment dispute against Lane in Teton County District Court captioned *Vikki Lane v. Robert M. Lane*, No. 16607.⁶¹⁷ The Teton County District Court granted the motion on November 24, 2015.⁶¹⁸ In the order, Judge Day found, "many of Mr. Lane's *pro se* filings . . . have been filed for improper purposes, such as to cause needless delays and to increase the costs of

⁶¹⁰ Trial Ex. 117; Trial Tr. 183:18-24.

⁶¹¹ Trial Tr. 186:9-14.

⁶¹² Trial Ex. 115; Trial Tr. 184:3-14.

⁶¹³ *Id.* at 3-6.

⁶¹⁴ Trial Ex. 46, at 19 (docket entry 177).

⁶¹⁵ Trial Ex. 47, at 11; Trial Tr. 206:5-15.

⁶¹⁶ Trial Tr. 1103:23-1104:1.

⁶¹⁷ Trial Ex. 91, at 1, 8; Trial Tr. 207:19-208:2.

⁶¹⁸ Trial Ex. 92; Trial Tr. 228:12-17.

litigation in violation of Rule 11(b)(1).⁶¹⁹ Judge Day also found a “frequent litigation tactic employed by Mr. Lane is a consistent assertion of failures of service as the basis for certain motions, which are persistent enough to reflect attempts to cause needless delays and incur additional costs by the other litigant.”⁶²⁰ Judge Day found Mr. Lane does not have a reasonable expectation of prevailing in certain of his filings “given the fact that he raises the same issues throughout his filings,” and the “[r]epetitious filings of the same or similar lawsuits in different venues is not good faith litigation.”⁶²¹ Based on these and other findings, Judge Day concluded “prefiling restrictions are the most appropriate sanction in this case to constrain Mr. Lane’s vexatiousness.”⁶²²

Mr. Lane classifies this Complaint as harassment because these other courts have already placed filing restrictions on him. However, Mr. Lane fails to recognize the parties are before this court because those filing restrictions did not work, and he simply began using third parties and other courts to circumvent them. Mr. Lane’s suggestion that this court should resort to less restrictive tactics again ignores reality—courts have imposed sanctions, dismissed complaints and appeals, and applied filing restrictions—nothing has deterred Mr. Lane.

IX. The court finds Plaintiffs, Mr. Friedman, Mr. Plimpton, and Christopher credible.

The court ordinarily determines the parties’ credibility, and here both Plaintiffs and Mr. Lane specifically ask the court to do so.⁶²³ The court finds each Plaintiff or witness who testified on a Plaintiff’s behalf credible. Their testimony made clear the injury Mr. Lane caused each Plaintiff, as detailed above, by repeatedly suing them based on long-settled matters. None harbors any improper motive but instead merely wishes the lawsuits to end. The court similarly finds Mr. Friedman, Mr. Plimpton, and Christopher—whose testimony aligned and cannot be squared with Mr. Lane’s testimony and allegations—are credible. When Mr. Friedman and Mr. Plimpton agreed to become involved in the lawsuits, they seemingly sought only to help Mr. Lane, whom they had befriended. Mr. Lane betrayed their friendship and trust, dragging them into something far more complicated than they anticipated or could comprehend and concealing from them what truly was happening. What’s more, Lane improperly took actions on their behalf and without their authorization or

⁶¹⁹ Trial Ex. 92, at 3.

⁶²⁰ *Id.* The court notes ten motions to dismiss the adversary proceeding on the basis of allegedly improper service were filed under Mr. Lane’s, Mr. Plimpton’s, Mr. Friedman’s, or Christopher’s names. D.E. 14, 19, 23, 58, 73-75, 106, 126, 130.

⁶²¹ Trial Ex. 92, at 7.

⁶²² *Id.* at 8.

⁶²³ *See, e.g.*, Trial Tr. 89:9-12, 1534:5-10.

informed consent, subjecting them to significant monetary sanctions and potentially much worse. Their testimony makes clear they were in over their heads, having relied on Lane to their significant detriment, and did not fully appreciate the harms their actions would cause.

Christopher is in a similar situation. His father drew him into this complex litigation, the person he should trust most, without any meaningful explanation of what he was being asked to do. His testimony makes clear he did not understand that, after he signed the assignment agreements, lawsuits would be filed purportedly on his behalf in courts across the country under the names of people he does not know who claimed to seek redress for “injuries” he knows nothing about. Nor could he appreciate he would end up in this lawsuit, where Mr. Lane would continue to use him to create the false impression he wanted Mr. Friedman’s and Mr. Plimpton’s lawsuits to succeed. Christopher clearly never wanted anything to do with Mr. Lane’s lawsuits.

The court finds Mr. Lane, by contrast, lacks credibility regarding his involvement in the lawsuits. He sought to deceive multiple courts by causing lawsuits and appeals to be filed under surrogates’ names; preparing and filing papers under Mr. Friedman’s, Mr. Plimpton’s, and Christopher’s names; and applying Mr. Friedman’s, Mr. Plimpton’s, and Christopher’s signatures to many papers, including affidavits and declarations purporting to give sworn testimony. In his proposed findings of fact and conclusions of law he submitted to this court, Mr. Lane continues to deny any privity with these individuals, despite the overwhelming evidence to the contrary.

Mr. Lane used various devices to conceal his deceptions. He created Ms. O’Brien, a fictitious person, to threaten a person he perceived as an obstacle to his lawsuits. He also created and used entities like Legal Services, GenX, and Royal Orchid to communicate with his surrogates and to create the appearance he was not involved in, and would not benefit from, the lawsuits.⁶²⁴ He tried to further conceal his deceptions at trial by relying on confidentiality agreements he prepared and signed that, in his view, shield him from testifying about “anything pertaining to the litigation.”⁶²⁵

Mr. Lane repeatedly complained not of Christopher’s alleged harm, but *his*. Before the Bankruptcy Case, Mr. Lane explained, he “was doing fairly well financially,” with \$40 million in two trusts, and owning the two homes he lived in.⁶²⁶ Now, as a result of Plaintiffs’ alleged conduct,

⁶²⁴ On the eve of trial, Mr. Lane revealed another of his entities—Finarti, Inc.—which he used to ship trial subpoenas to Plaintiffs. Trial Tr. 1388:3-16, 1389:3-5.

⁶²⁵ See, e.g., *id.* at 1188:6-8, 1189:2-8, 1273:14-23, 1382:4-9.

⁶²⁶ *Id.* at 1414:5-8.

he no longer enjoys the handsome income he was expecting from his pension or IRA, receives only a pittance from Social Security, does not own a home or car, and lives in a rough part of Las Vegas.⁶²⁷ The self-interested nature of Mr. Lane's questions to Plaintiffs was equally revealing. "Didn't you sign a settlement agreement giving away my pension and my IRA?"⁶²⁸ "It's also terrible what you've done to me, isn't it?"⁶²⁹ "Have you ever put yourself in my shoes?"⁶³⁰

The arguments Mr. Lane made at trial, just like the arguments he made under his surrogates' names in the various lawsuits, have merely parroted the same arguments he has been raising since he objected to the Family Settlement Agreement in 2013: the agreement is "illegal," certain people lacked authority to sign it, the entities' spendthrift clauses prohibited the turnover of assets, and so on.⁶³¹ Despite the wrinkle Mr. Lane has added—now his *children's* claims are being pursued—there is no indication anyone other than Mr. Lane wants the lawsuits to continue. As one Plaintiff noted, "There is no other litigant or [supposed] beneficiary here saying go on, you're right, I've got an interest, I want you to win. . . . It's just Mr. Lane. And it's always been just Mr. Lane."⁶³²

Plaintiffs filed this Complaint alleging Mr. Lane's cases are without merit for these primary reasons: lack of personal jurisdiction, lack of subject matter jurisdiction, statute of limitations; collateral estoppel. This court referred to them through trial as "procedural defenses." The court, in addressing merit, does not, and will not, address the underlying claims—only whether the lawsuits have merit to survive Plaintiffs' procedural defenses. This is so because if a complaint cannot survive the procedural defenses, it cannot make it past an initial motion to dismiss stage.

The court rejects any assertion Mr. Lane makes claiming he was not the Plaintiff in all of the lawsuits, even if cloaked under another party's claimed rights or another party's name on a pleading. The court disregards all arguments Mr. Lane makes under a proclamation he was not a Plaintiff and will not address them in an individual capacity.

⁶²⁷ *Id.* at 1415:5-10, 1415:20-25. Mr. Lane's opening statement was largely a complaint he has "virtually no assets left" and lives "at a near poverty level." *See, e.g., id.* at 91:23-92:3, 92:11-25, 93:22-24.

⁶²⁸ *Id.* at 990:1-2.

⁶²⁹ *Id.* at 461:12-13.

⁶³⁰ *Id.* at 461:7.

⁶³¹ *Compare* Trial Ex. 81 (Mr. Lane's 2013 objection), *with* Trial Tr. 94:5-21, 95:4-8 (Mr. Lane making the same arguments almost a decade later at trial).

⁶³² Trial Tr. 830:11-18.

It is apparent to the court that, absent a permanent injunction, Mr. Lane will continue to engage in frivolous and vexatious litigation collaterally attacking the Settlement Agreements and this court's final Orders and causing continuing and unjustified harm to Plaintiffs.

CONCLUSIONS OF LAW AND ORDERS

The court now makes the following conclusions of law and enters the following orders. As detailed below, the court concludes Plaintiffs are entitled to a permanent injunction and imposes filing restrictions against Mr. Lane.

I. Plaintiffs are entitled to a permanent injunction.

Federal Rule of Bankruptcy Procedure 7065, which incorporates Federal Rule of Civil Procedure 65, applies to a request for a preliminary or permanent injunction. To obtain a permanent injunction, Plaintiffs must prove "(1) actual success on the merits; (2) irreparable harm unless the injunction is issued; (3) the threatened injury outweighs the harm the injunction may cause the opposing party; and (4) the injunction, if issued, will not adversely affect the public interest."⁶³³

Plaintiffs have met their burden. The court exercises its authority to prevent abuse of the judicial system.

A. Plaintiffs have proven actual success on the merits.

1. The court has subject-matter and personal jurisdiction, and venue is proper.

The Plaintiffs provided sufficient and adequate notice of their Complaint, First Amended Complaint, and Motion for Preliminary and Permanent Injunction to Mr. Lane; the court has jurisdiction over this matter, the parties, and the claims asserted; and venue is proper. The court has subject-matter jurisdiction under 28 U.S.C. §§ 1334(b) and 157(b)(2). The court has personal jurisdiction over the parties. Mr. Lane filed a voluntary Chapter 7 petition in this court. He was properly served with copies of the Summons and Complaint by first-class mail⁶³⁴ and has participated in this proceeding, including appearing in person for the entirety of the five-day bench trial that took place commencing April 18, 2022. Finally, venue is proper under 28 U.S.C. § 1409(a).

Mr. Lane challenges subject matter jurisdiction asserting this court is without jurisdiction because there is no remaining bankruptcy estate. The court previously ruled this adversary

⁶³³ *Husky Ventures, Inc. v. B55 Invs., Ltd.*, 911 F.3d 1000, 1011 (10th Cir. 2018) (quoting *Prairie Band Potawatomi Nation v. Wagnon*, 476 F.3d 818, 822 (10th Cir. 2007)).

⁶³⁴ D.E. 9.

proceeding is a core proceeding and incorporates by reference that order.⁶³⁵ Mr. Lane's claims, regardless of how he classifies them, all stem from Plaintiffs' actions during the course of administering Mr. Lane's bankruptcy estate. Thus, these claims do not exist but for the Bankruptcy Case. The list of core proceedings in 28 U.S.C. § 157(b)(2)(B) is not an exclusive list.⁶³⁶ Mr. Lane confuses jurisdiction over this matter with jurisdiction over his numerous lawsuits.

This court has the exclusive power to interpret, enforce, and enjoin lawsuits collaterally attacking the Settlement Agreements and Orders. Bankruptcy courts have jurisdiction and power under case law and Section 105(a) to issue an injunction as is necessary or appropriate to effectuate or prevent the frustration of orders the court previously issued.⁶³⁷ "It is well settled that a bankruptcy court retains jurisdiction post-confirmation to interpret and enforce its own orders."⁶³⁸ Where doing so is necessary to protect that jurisdiction, bankruptcy courts have the power to enter injunctive relief.⁶³⁹ For example, bankruptcy courts can enjoin a litigant from pursuing actions in other courts that threaten the bankruptcy court's jurisdiction.⁶⁴⁰

The statutory sources of this authority are 11 U.S.C. § 105(a) and 28 U.S.C. § 1651. Section 105(a) broadly authorizes the court to enforce its orders:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

⁶³⁵ D.E. 261, at 3-4; *see also* Order Dismissing Petition for Writ of Mandamus 15-20, *Lane v. Barney, et al.*, BAP No. WY-22-006 (10th Cir. BAP Apr. 15, 2022) (explaining why this court has jurisdiction over, and authority to enter final orders and judgments in, this adversary proceeding).

⁶³⁶ *In re Christ Hosp.*, 502 B.R. 158, 179–80 (Bankr. D.N.J. 2013), *aff'd*, No. CIV.A. 14-472 ES, 2014 WL 4613316 (D.N.J. Sept. 12, 2014) ("The nonexclusive listing of "core proceedings," 28 U.S.C. § 157(b)(2), is a blend of matters which do not readily adhere to any well-defined *in rem*—*in personam* breakdown.").

⁶³⁷ *Cent. W. Va. Energy Co. v. Wheeling-Pittsburgh Steel Corp.*, No. 06-3906, 245 Fed. Appx. 415, 2007 WL 1675004, at *11 (6th Cir. Jun. 11, 2007). *See also*, *Mass. Dep't of Revenue v. Crocker (In re Crocker)*, 362 B.R. 49, 56-57 (1st Cir. BAP 2007) ("[T]he bankruptcy court's authority under § 105 is broader than the automatic stay provisions of § 362.").

⁶³⁸ *MF Global Holdings Ltd. v. Allied World Assurance Co. Ltd. (In re MF Global Holdings Ltd.)*, 562 B.R. 866, 872 (Bankr. S.D.N.Y. 2017) (citing *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 151 (2009)); *In re Christ Hosp.*, 502 B.R. 158, 182-183 (Bankr. D.N.J. 2013).

⁶³⁹ *In re Christ Hosp.*, 502 B.R. at 184-86.

⁶⁴⁰ *Apollo Molded Prods., Inc. v. Kleinman (In re Apollo Molded Prods., Inc.)*, 83 B.R. 189, 191 (Bankr. D. Mass. 1988); *see also* *LTV Steel Co., Inc. v. Bd. of Educ. (In re Chateaugay Corp.)*, 93 B.R. 26, 29 (S.D.N.Y. 1988) (explaining bankruptcy court has power to enjoin a proceeding in another court "when it is satisfied such a proceeding would defeat or impair its jurisdiction with respect to a case before it").

The All Writs Act, in turn, authorizes “the Supreme Court and all courts established by Act of Congress [to] issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.”⁶⁴¹ This includes the authority to “issue all orders necessary to enforce orders [a court] has previously issued in the exercise of its jurisdiction.”⁶⁴² This authority also derives from the Settlement Agreements themselves. Each provides this court shall have jurisdiction to resolve any dispute relating to the agreement.⁶⁴³

2. The court must enter an injunction against Mr. Lane.

The lawsuits Mr. Lane repeatedly filed against Plaintiffs are frivolous, vexatious, and malicious. They collaterally attack the long-final Settlement Orders, violate the *Barton* doctrine, suffer from other fatal defects, and are filed for improper purposes using improper means. Mr. Lane has no right to continue filing them. To protect its exclusive jurisdiction and the integrity of its prior orders, and to protect Plaintiffs from further harm, the court must enter a permanent injunction against Lane, who will continue to engage in frivolous and vexatious litigation collaterally attacking the Settlement Agreements and Orders absent an injunction.

- a. There is no right to prosecute frivolous, vexatious, and malicious lawsuits, and a court may impose filing restrictions to enjoin a litigant from filing such lawsuits.*

“[T]he right of access to the courts is neither absolute nor unconditional, and there is no constitutional right of access to the courts to prosecute an action that is frivolous or malicious.”⁶⁴⁴ “No one, rich or poor, is entitled to abuse the judicial process.”⁶⁴⁵ “Federal courts have statutory authority ‘to enjoin litigants who abuse the court system by harassing their opponents’” and “may ‘regulate the activities of abusive litigants by imposing carefully tailored restrictions under the appropriate circumstances.’”⁶⁴⁶ “Filing restrictions ‘are proper where a litigant’s abusive and lengthy history is properly set forth,’ the court provides guidelines as to what the litigant ‘must do to obtain

⁶⁴¹ 28 U.S.C. § 1651(a).

⁶⁴² *Kemp v. Peterson*, 940 F.2d 110, 113 (4th Cir. 1991); *see also In re Payne*, 387 B.R. 614, 631 (Bankr. D. Kan. 2008) (“Section 105 allows the Court to issue orders necessary to assure the Code’s purposes are fulfilled.”).

⁶⁴³ Trial Ex. 79, at 21 ¶ 16; Trial Ex. 82, at 21 ¶ 18; Trial Ex. 87, at 12 ¶ 11.

⁶⁴⁴ *Parker v. Crow*, 840 F. App’x 384, 385 (10th Cir. 2021) (quoting *Tripati v. Beaman*, 878 F.2d 351, 353 (10th Cir. 1989)); *see also Wolfe v. George*, 486 F.3d 1120, 1125 (9th Cir. 2007) (finding no constitutional right to file a vexatious lawsuit).

⁶⁴⁵ *Tripati*, 878 F.2d at 353 (citing *Hardwick v. Brinson*, 523 F.2d 798, 800 (5th Cir.1975)).

⁶⁴⁶ *Parker*, 840 F. App’x at 385 (quoting *Tripati*, 878 F.2d at 352).

the court's permission to file an action,' and the litigant receives 'notice and an opportunity to oppose the court's order before it is instituted.'"⁶⁴⁷

Notice "does not 'require an in-person hearing in the district court.'"⁶⁴⁸ Rather, the notice requirement is satisfied if the litigant is given an occasion to "reduc[e] his objections to writing."⁶⁴⁹ Here, Mr. Lane actively participated in the process and the court allowed the parties an opportunity to respond to proposed findings and conclusions, so Mr. Lane had an opportunity to object in writing.⁶⁵⁰

A court's discretion to enter filing restrictions "is necessarily broad and a strong showing of abuse must be made to reverse it."⁶⁵¹ There is no threshold number of cases a litigant must bring before a court can impose filing restrictions.⁶⁵² On the contrary, a court can impose restrictions when a plaintiff files relatively few cases but "ignor[es] [a] defect common to each of his cases and shows no sign of abating his practice of filing new cases (with the same [] defect) after one of his current cases is dismissed."⁶⁵³ Mr. Lane's lawsuits collaterally attack the long-final Settlement Agreements and Orders over which this court has exclusive jurisdiction. Each lawsuit Mr. Lane has filed or has caused to be filed (*i.e.*, the Indiana, Arizona, Texas, Nevada, Connecticut, and Second Wyoming Cases) asserts the same or similar claims about the alleged illegality of the Settlement Agreements that were approved by final orders of this court, and actions taken pursuant to them. As the court noted when entering a preliminary injunction:

The Nevada and Connecticut Cases collaterally attack and seek to relitigate matters the Settlement Agreements resolved and [the court] approved in the Settlement Orders. . . . [T]he filing of the Nevada and Connecticut Cases violated the *Barton* doctrine in an attempt to usurp this court's exclusive jurisdiction over the property and administration of [Lane's] bankruptcy estate.

⁶⁴⁷ *Id.* (quoting *Tripati*, 878 F.2d at 354); *see also Blaylock v. Tinner*, 543 F. App'x 834, 836 (10th Cir. 2013) (finding district court did not abuse discretion in concluding a party's litigation history established a sufficiently abusive pattern to merit filing restrictions when the party "continued to petition the federal courts to intervene" after court informed him it lacked jurisdiction, and continued "painting new veneers on essentially the same claim" the court had dismissed over and over again.).

⁶⁴⁸ *United States v. Grigsby*, 854 F. App'x 249, 256 (10th Cir. 2021) (quoting *Tripati*, 878 F.2d at 354).

⁶⁴⁹ *Id.* (quoting *Tripati*, 878 F.2d at 354).

⁶⁵⁰ *See, e.g., United States v. Grigsby*, 854 F. App'x at 256 (finding sufficient defendant's response in writing to government's motion for filing restrictions.).

⁶⁵¹ *French v. Am. Airlines, Inc.*, 427 F. App'x 666, 669 (10th Cir. 2011) (quoting *Southwest Stainless, LP v. Sappington*, 582 F.3d 1176, 1191 (10th Cir. 2009)).

⁶⁵² *Tso v. Murray*, No. 19-cv-00293-PAB-STV, 2020 WL 1150005, at *3 (D. Colo. Mar. 9, 2020).

⁶⁵³ *Id.*

[Lane] claims there is no proof of vexatious or frivolous litigation. Sanctions against [Lane] from multiple courts and this court establish otherwise. The need for multiple courts to impose previous filing restrictions also says otherwise.⁶⁵⁴

Similarly, in 2015, the Wyoming U.S. District Court observed Mr. Lane “rais[es] through the back door the same issues, trying to revive matters that have already been determined.”⁶⁵⁵

Those observations are even more apt now. After having been unsuccessful in the several lawsuits he filed under his own name, Mr. Lane turned to his children and surrogates in an attempt to create a veil that might allow his lawsuits to survive past the pleadings. Yet, the complaints he drafted and filed under his surrogates’ names make the same arguments Mr. Lane has been making since he objected to the Family Settlement Agreement in 2013. Mr. Lane consistently argued through trial that his other children also have the right to bring the same claims, exposing his intent to continue to pursue the same arguments with different plaintiffs.

Mr. Lane’s behavior in this case continues to demonstrate both his litigiousness and refusal to abide by final orders. Ironically, Mr. Lane’s first response to the motion was to ask this court to hold Erika Turner in contempt for the unauthorized practice of law. Despite his motion and explanation of the unauthorized practice of law, this court admonished Mr. Lane multiple times that he could not act in any representative capacity for Christopher Lane, Mr. Friedman and/or Mr. Plimpton. Despite this, Mr. Lane continues to assert issues belonging to the other defendants in his proposed Findings of Facts and Conclusions of Law.⁶⁵⁶ Mr. Lane went even further when signing third parties’ names to documents.

Mr. Lane then filed a motion to recuse “Judge Carolyn Parker” primarily arguing bias.⁶⁵⁷ Mr. Plimpton filed a motion to strike Plaintiffs’ motion to reopen.⁶⁵⁸ Between April 17, 2020, and May 27, 2020, the first date set for hearing on pending motions, Mr. Lane (through himself and the nominal plaintiffs) filed 12 pleadings, including two motions for reconsideration. The parties also appealed the court’s order setting the initial hearing.⁶⁵⁹

⁶⁵⁴ D.E. 170, at 8.

⁶⁵⁵ Trial Ex. 114, at 21.

⁶⁵⁶ P. 53.

⁶⁵⁷ D.E. 1645 (Bankruptcy Case).

⁶⁵⁸ The court observes this document contains the same references to “tortuous” interference and “adversarial” proceedings—terms Mr. Lane consistently uses. Additionally, the motion and affidavit contain information about which Mr. Plimpton testified he did not have personal knowledge.

⁶⁵⁹ D.E. 1666 (Bankruptcy Case).

This court declined Mr. Lane's request for a jury trial. He sought mandamus from the Bankruptcy Appellate Panel, and that panel agreed Mr. Lane was not entitled to a jury trial. Rather than acknowledging that court's conclusions, Mr. Lane argues in his proposed Findings of Fact and Conclusions of Law this court erred in denying his jury request.⁶⁶⁰ Within this case, Mr. Lane again refuses to accept final decisions and continues to attempt to litigate them.

Just as Mr. Lane was unable in 2015 to undermine this court's orders through collateral proceedings in other courts, he remains unable to do so now. In 2013, after finding that the Trustee gave sufficient notice of each Settlement Agreement and no other notice was required,⁶⁶¹ the court approved the Settlement Agreements by entering the Settlement Orders. The Settlement Orders never were properly challenged, and the time to challenge them expired years ago.⁶⁶² This court's Settlement Orders are final and not subject to reconsideration, appeal, or collateral attack. Even if they were, this court has exclusive jurisdiction to resolve disputes arising from or relating to them. That Mr. Lane nonetheless continues to file lawsuits attacking the Settlement Orders reaffirms the District Court's observation in 2015 that Lane "has an obvious inability to accept the decisions of any court."⁶⁶³ There is no assurance Mr. Lane will stop. To the contrary, he has made it clear he intends to continue filing lawsuits attacking the Settlement Agreements and Orders.

This order does not diminish support for the principle of free access to the courts. To the contrary, it furthers the right of access because it permits courts to devote finite resources to the consideration of legitimate claims of persons who have not abused the process. Mr. Lane's behavior is abusing the judicial process. He recruited two individuals to file suits on his behalf, although disguised as being on Christopher Lane's behalf. Neither individual had any personal knowledge regarding the Bankruptcy Case, the estate assets, and lawsuits, and Christopher Lane, on whose behalf the last three lawsuits were brought, was also unaware of any claimed rights. When Mr. Friedman, Mr. Plimpton and Christopher Lane no longer wanted to participate in the lawsuits, Mr. Lane began fashioning their signatures on pleadings without their knowledge or consent. Limiting

⁶⁶⁰ Pp. 56-62.

⁶⁶¹ Trial Ex. 84, at 2 ¶ 3; Trial Ex. 85, at 3 ¶ 3; Trial Ex. 89, at 2 ¶ 9.

⁶⁶² See Fed. R. Civ. P. 60(c)(1) (motions made under Rule 60(b)(1), (2), or (3) must be made within one year after the entry of the judgment or order); *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 152-53 (2009) (explaining a party to a prior bankruptcy proceeding with a fair chance to challenge the court's subject-matter jurisdiction cannot collaterally attack it later by resisting enforcement of prior orders in that proceeding).

⁶⁶³ Trial Ex. 114, at 21.

Mr. Lane's ability to file would further the constitutional right to access for other litigants because it would permit courts to devote finite resources to the consideration of legitimate claims as opposed to addressing claims brought by unwitting participants.

b. The lawsuits violate the Barton doctrine.

The lawsuits asserting claims against the Trustee, Successor Trustee, and their counsel violate the *Barton* doctrine. The *Barton* doctrine, established in *Barton v. Barbour*,⁶⁶⁴ requires that before suit can be brought by anyone against bankruptcy trustees or their counsel for acts taken in their official capacities during a bankruptcy case, leave of the overseeing bankruptcy court must first be obtained.⁶⁶⁵ The Texas, Nevada, and Connecticut Cases include claims asserted against Mr. Barney, Mr. Royal, Mr. Smiley, Mr. Gilbert, Mr. O'Malley, and Ballard Spahr based upon those parties' alleged actions in administering the Bankruptcy Case. The claims further seek to negate this court's orders entered during administration of the Bankruptcy Case. Because neither Paraclete, Mr. Friedman, nor Mr. Plimpton sought or obtained permission from this court to bring their respective cases, each case was filed and prosecuted in violation of the *Barton* doctrine.

Equally troubling, even after this court ruled the Nevada and Connecticut Cases violated the *Barton* doctrine and ordered they be dismissed,⁶⁶⁶ neither of the nominal plaintiffs—nor Mr. Lane, who controlled the lawsuits—took any action to dismiss the lawsuits. The parties protected by the *Barton* doctrine instead were dismissed from the Nevada and Connecticut Cases only when the federal courts granted the defendants' motions to dismiss in those respective cases.

c. The lawsuits suffer fatal defects, and Mr. Lane can have no reasonable expectation to prevail.

Mr. Lane's lawsuits suffer various fatal defects, many of which make it impossible for the cases to proceed past the complaint stage. Mr. Lane can have no reasonable expectation of prevailing in them. Procedurally, and setting aside the finality of the Settlement Orders as well as the *Barton* doctrine and the parties it protects, the lawsuits Mr. Lane caused to be filed under surrogates' names suffer various fatal defects that render the claims incapable of proceeding past the pleadings.

In the Second Wyoming Case, the District Court ruled that because Mr. Lane waived standing, Mr. Friedman, as the ultimate assignee of Mr. Lane's purported interests, also lacked

⁶⁶⁴ 104 U.S. 126 (1881).

⁶⁶⁵ *E.g., Lankford v. Wagner*, 853 F.3d 1119, 1122 (10th Cir. 2017); *Satterfield v. Malloy*, 700 F.3d 1231, 1234-35 (10th Cir. 2012) (citing cases).

⁶⁶⁶ D.E. 1787, at 10 (Bankruptcy Case).

standing.⁶⁶⁷ An assignee obtains no greater rights than his assignor.⁶⁶⁸ Mr. Lane's waiver of standing in the Debtor Settlement Agreement deprives any and all of his purported assignees standing to pursue his claims. Even if acting on behalf of Christopher Lane, who was not aware of any rights or harms, Mr. Friedman and Mr. Plimpton cannot create or obtain rights Christopher Lane did not have, and they acquire nothing more than the assignor had and "all equities and defense which could have been raised" are available against the assignee.⁶⁶⁹ Additionally, an assignee can assert only an injury the assignor in fact suffered.⁶⁷⁰

In the Nevada and Connecticut Cases, those courts ruled they lacked personal jurisdiction over all but one of the defendants (*i.e.*, Colleen in the Connecticut Case).⁶⁷¹ And the Wyoming and Connecticut courts also ruled some or all of the claims were barred by the applicable statutes of limitations, and all claims were barred by claim and issue preclusion.⁶⁷² No matter what convoluted assignment Mr. Lane might conjure, the terms of the Settlement Agreements and Orders, the Plaintiffs' various states of residence, the passage of time, and the many prior orders by this court in the Bankruptcy Case and other courts in related lawsuits render Mr. Lane's lawsuits incapable of proceeding to the merits. The lawsuits serve only to cause injury to Plaintiffs.

Even if Mr. Lane's lawsuits could proceed past the pleadings, there is no basis for judgment in his or the nominal plaintiffs' favor on the merits because they assert claims released in the Settlement Agreements. In the Nevada, Connecticut, Second Wyoming, and Texas Cases, the nominal plaintiffs purported to assert the assigned claims of beneficiaries or contingent beneficiaries of the Boulder Trust, Riverbend Trust, Windriver, the Lane IRA, and the Penobscot Pension. Under the Family and Debtor Settlement Agreements Orders, however, the assets those entities held (except up to \$2.5 million in the Lane IRA and Penobscot Pension and other exceptions not relevant here), including "all claims and causes of action," were turned over to the bankruptcy estate.⁶⁷³ Under the Debtor Settlement Agreement, Mr. Lane released the Trustee and the Trustee's

⁶⁶⁷ Trial Ex. 182, at 4. Indeed, because an assignee obtains no greater rights than his assignor held, Mr. Lane's waiver of standing in the Debtor Settlement Agreement deprives any and all of his purported assignees standing to pursue his claims.

⁶⁶⁸ *Champion Ventures, Inc. v. Dunn*, 567 P.2d 724, 728 (Wyo. 1977).

⁶⁶⁹ *Daly v. Shrimplin*, 610 P.2d 397, 405 (Wyo. 1980).

⁶⁷⁰ *Vermont Agency of Nat. Res. v. U.S. ex rel. Stevens*, 529 U.S. 765, 773 (2000).

⁶⁷¹ Trial Ex. 95, at 4; Trial Ex. 111, at 38-39.

⁶⁷² Trial Ex. 111, at 39-45 & n.2; Trial Ex. 182, at 4.

⁶⁷³ Trial Ex. 79, at 15-16 ¶¶ 3-4; Trial Ex. 82, at 15 ¶ 5.A; Trial Ex. 85, at 3 ¶ 6.A.

“attorneys, successors, heirs, and assigns from any and all claims”⁶⁷⁴ Both agreements are binding upon, and inure to the benefit of, the signing parties “and their legal representatives, successors and assigns, whether by operation of law or otherwise.”⁶⁷⁵ A future plaintiff pursuing Mr. Lane’s assigned interests in the entities or retirement plans would be asserting claims Mr. Lane had released or turned over to the bankruptcy estate long ago, whether pursued by Christopher Lane or any other assignee.⁶⁷⁶

d. Lane files the lawsuits for improper purposes and prosecutes them by improper means.

By filing the lawsuits, Mr. Lane intends not to redress injury, but to cause it in hopes he can terrorize Plaintiffs into settling to make him go away. He understands the significant monetary expenses Plaintiffs incur defending his lawsuits in courts across the country, which are inflated with countless motions asserting repetitive and rejected arguments and appeals having no chance at success. As Mr. Lane told Mr. Friedman, he believes an insurance company eventually will become “tired of the litigation and agree to settle.”⁶⁷⁷ Mr. Lane also understands the psychological injury his repeated lawsuits cause. When testifying about his “poor sister” Trish, who has “major health problems,” Mr. Lane asked “why does she want to undergo that anxiety? Why doesn’t she want to find a way to resolve matters?”⁶⁷⁸ Mr. Lane’s own statements make clear he seeks to inflict economic and psychological injury on Plaintiffs, wearing them down until someone pays him. That is not a legitimate use of the judicial system.

The way Mr. Lane prosecutes the lawsuits is improper. Setting aside the repeated filings and appeals, he enlists unwitting people including convicted felons to serve as assignees or strawmen plaintiffs. He drafts, applies their signatures to, and files under their names voluminous papers, including declarations and affidavits with false testimony. He works through various entities to create and effect convoluted “assignments” and run his litigation business. Mr. Lane does this to construct the appearance he is not involved in, and does not attempt to financially benefit from, the

⁶⁷⁴ Trial Ex. 82, at 19 ¶ 13(b).

⁶⁷⁵ Trial Ex. 79, at 21 ¶ 15; Trial Ex. 82, at 21 ¶ 17.

⁶⁷⁶ See, e.g., *Romanoff v. Romanoff*, 51 N.Y.S.3d 36, 40 (N.Y. App. Div. 2017) (son as contingent trust beneficiary is in privity and collaterally estopped by decision against his father, the primary beneficiary); *Goetz v. Bd. of Trustees*, 454 P.2d 481, 490 (Kan. 1969) (“Without question the appellant herein derived any and all rights she may have had to pension benefits from and through her deceased husband. This being so, the appellant . . . is in privity with her deceased husband.”).

⁶⁷⁷ Friedman Dep. Tr. 117:14-19.

⁶⁷⁸ Trial Tr. 1487:17-24.

lawsuits he filed under his surrogates' names. At the same time Mr. Lane denies his involvement, he complains almost exclusively of *his* alleged injury; creates a false persona to threaten someone he apparently believes to have frustrated two of his lawsuits; attempts to punish his surrogates for having settled by seeking leave to file lawsuits against them;⁶⁷⁹ and threatens to file even more lawsuits against Plaintiffs.

3. Each of Mr. Lane's defenses is meritless.

In his trial brief and at trial, Mr. Lane argued a number of defenses. The court rejects each of them.

Combining two defenses, Mr. Lane argued Plaintiffs lack standing to sue him because he personally has not sued them since 2015, which is outside what he believes to be the applicable statute of limitations.⁶⁸⁰ Generally, statutes of limitation do not control equitable remedies; "historically, 'statutes of limitation are not controlling measures of equitable relief.' "⁶⁸¹ Even if any statute of limitations applied to Plaintiffs' *equitable* claims, which is not the case, the court's findings that Mr. Lane caused the Nevada, Connecticut, and Second Wyoming Cases to be filed and that he controlled those lawsuits, and supplied the information alleged in the Texas Cases, necessitate rejecting this defense. Any assertion Mr. Lane makes that he was not in privity with the parties who filed lawsuits within the last four years lacks any credibility and is directly contravened by Plaintiffs' evidence. Mr. Lane caused Plaintiffs' injury, even though he sought to hide behind others' names in doing so.

Mr. Lane similarly argued Plaintiffs sat on their rights, waiting too long to file this case.⁶⁸² The court construes this argument as a laches defense and rejects it. Before he was sentenced to federal prison, Mr. Lane filed only two lawsuits (the Indiana and Arizona Cases) against certain Plaintiffs. It was only after Mr. Lane had been sentenced to prison that the surrogate lawsuits which are the primary focus of Plaintiffs' case began to be filed. As Plaintiffs credibly explained, they did not seek relief after the first of those lawsuits (the Texas Cases) were filed because the lawsuits were quickly dismissed, and although Plaintiffs elected to seek dismissal of the Nevada Case, it became

⁶⁷⁹ At trial, Mr. Lane testified he believes Christopher's, Mr. Friedman's, and Mr. Plimpton's settlement agreements are "fraudulent." *Id.* at 1502:15-21.

⁶⁸⁰ D.E. 557, at 4, 6; Trial Tr. 104:15-19.

⁶⁸¹ *United States v. Telluride Co.*, 146 F.3d 1241, 1245 (10th Cir. 1998) (quoting *Holmberg v. Armbrrecht*, 327 U.S. 392, 396 (1946)).

⁶⁸² *E.g.*, Trial Tr. 1418:11-1419:6.

apparent to them after the Connecticut Case was filed Mr. Lane would continue to file lawsuits.⁶⁸³ Shortly after the Connecticut Case was filed, Plaintiffs moved to reopen the Bankruptcy Case to file this adversary proceeding.

Ironically, Mr. Lane also claimed because several courts already have sanctioned and imposed filing restrictions against him, Plaintiffs are merely “piling on” and harassing him.⁶⁸⁴ The court construes this as an unclean hands defense and rejects it. That the several other orders sanctioning or imposing filing restrictions against Mr. Lane did not serve as a deterrent serves only to underscore the necessity of the relief the court enters here. Plaintiffs had no improper motive in filing this adversary proceeding.

Mr. Lane generally denied, and continues to deny, using surrogates to sue Plaintiffs and denied being a frivolous or vexatious litigant.⁶⁸⁵ The court rejects this defense based on the overwhelming and irrefutable evidence that Mr. Lane did, in fact, use surrogates to sue Plaintiffs and is a frivolous and vexatious litigant. Mr. Lane acknowledges he has no standing and even with standing is barred from bringing these claims himself. Knowing he has no right to bring these claims, Mr. Lane manipulated others and the judicial system to harass Plaintiffs with multiple lawsuits in hopes of harassing them to the point of paying him to go away. Not only does Mr. Lane repeat his claims, he had two lawsuits in different states dealing with primarily the same parties and the same issues. “[A] complaint that merely repeats pending or previously litigated claims may be dismissed . . . as frivolous or malicious.”⁶⁸⁶

Legal representation does not excuse Mr. Lane’s conduct either. Mr. Lane also seemed to argue because certain lawyers represented him in connection with at least parts of the Arizona, Indiana and Texas Cases and never told him his claims were invalid, he is entitled to a reliance-on-counsel defense.⁶⁸⁷ Mr. Lane has not provided any authority indicating such a defense might apply here. Even if it did, the court would reject it. Courts often weigh reliance on the advice of legal counsel when determining a party’s good faith, willfulness, or intent.⁶⁸⁸ When deciding whether the defense applies, courts require a showing the party asserting the defense made a full disclosure of the

⁶⁸³ *Id.* at 734:21-736:20 (Mr. Gilbert); *id.* at 275:4-11 (Mr. Smiley); *id.* at 915:8-19 (Mr. Hingle).

⁶⁸⁴ D.E. 557, at 3; Trial Tr. 97:21-98:2.

⁶⁸⁵ D.E. 557, at 4-5; Trial Tr. 105:19-20 (Mr. Lane referring to Plaintiffs’ allegations as “their big lie”).

⁶⁸⁶ *Partee v. Michigan Dep’t of Corr.*, No. 1:21-CV-395, 2021 WL 1904342, at *2 (W.D. Mich. May 12, 2021).

⁶⁸⁷ *E.g.*, Trial Tr. 1423:1-2, 1423:17-23, 1442:25-1443:9.

⁶⁸⁸ *E.g.*, *Rea v. Wichita Mortg. Corp.*, 747 F.2d 567, 576 (10th Cir. 1984) (citing cases).

relevant facts to counsel.⁶⁸⁹ Mr. Lane introduced no evidence he made such a disclosure to his counsel. Nor did he explain how, even if he did make such a disclosure, the defense could apply to his conduct in the cases he filed after counsel no longer represented him.

At the same time, Mr. Lane argues Plaintiffs did not sue these various attorneys. The court is unclear the purpose of these assertions. While these attorneys may have acted negligently in allowing these suits to move forward without being adequately informed, that does not relieve Mr. Lane from the consequences of his own actions. First, Plaintiffs do not fear future suits from these attorneys, who over the course of Mr. Lane's litigious streak have failed to see the litigation through to its merits. Second, Plaintiffs are not obligated to sue every perceived tortfeasor. Since joint tortfeasors are jointly and severally liable, "the victim ... may sue ... as few of the alleged wrongdoers as he chooses; those left out of the lawsuit ... are not indispensable parties."⁶⁹⁰

Additionally, Mr. Lane asserts he was "represented by legal counsel" in the Arizona case. While Mr. Lane testified a Colorado attorney, Mr. Oh-Willeke, drafted the complaint, Mr. Oh-Willeke, to the extent he did so, filed the complaint in Mr. Lane's name and did not in fact represent Mr. Lane in the Arizona case.⁶⁹¹ Contrary to his assertions, Mr. Lane filed the Arizona complaint as "Plaintiff, Representing himself *Pro Se*."⁶⁹²

Finally, Mr. Lane argued Plaintiffs failed to mitigate their damages because they did not accept any offers he made, directly or through surrogates, to settle the lawsuits he caused to be filed, or offer to enter into settlement negotiations, or mediate.⁶⁹³ It is true defendants, even in a frivolous case, must mitigate their damages, most obviously when they are seeking costs as a sanction.⁶⁹⁴ Plaintiffs, in every case, attempted to have the cases dismissed expeditiously. However, failure to mitigate is not a defense to the equitable claims at issue. "[F]or failure to mitigate to be a viable defense, the complaint must allege some form of damages that the plaintiff failed to reduce."⁶⁹⁵

⁶⁸⁹ *United States v. Wenger*, 427 F.3d 840, 853 (10th Cir. 2005).

⁶⁹⁰ *Bassett v. Mashantucket Pequot Tribe*, 204 F.3d 343, 358 (2d Cir. 2000) (quoting *Costello Publishing Co. v. Rotelle*, 670 F.2d 1035, 1043 (D.C. Cir. 1981)).

⁶⁹¹ Counsel did file a complaint on Mr. Lane's behalf in Indiana.

⁶⁹² Tr. Ex. 90.

⁶⁹³ *E.g.*, D.E. 557, at 6; Trial Tr. 104:24-105:6, 1486:6-8; Defendant's FOFCOL, ¶ 80.

⁶⁹⁴ *White v. Gen. Motors Corp.*, 908 F.2d 675, 684 (10th Cir. 1990).

⁶⁹⁵ *Erickson Beamon Ltd. v. CMG Worldwide, Inc.*, No. 12 Civ. 5105 (NRB), 2014 WL 3950897, at *6 (S.D.N.Y. Aug. 13, 2014).

This mitigation argument lays bare Mr. Lane's true intentions. He does not seek a court to reach the merit of his claims. Instead, he hopes to harass Plaintiffs to the point of paying him to go away. This counters any assertion Mr. Lane makes he is acting in good faith in filing suits he knows he does not have standing to file. Nothing obliges Plaintiffs to pay Mr. Lane to refrain from filing frivolous and vexatious lawsuits. Plaintiffs have no reason to believe doing so would cause the lawsuits to end. As one Plaintiff recounted, even after Mr. Lane entered into the Debtor Settlement Agreement waiving his standing, the litigation continued.⁶⁹⁶

B. Plaintiffs will be irreparably injured absent an injunction.

The court recited above the significant economic, physical, and psychological injury Mr. Lane caused Plaintiffs. The non-economic harm Mr. Lane inflicted and continues to inflict is incapable of being repaired through a money damages award. Emotional injuries and psychological distress may constitute irreparable harm for injunction purposes.⁶⁹⁷ "Where damages are difficult to calculate, the injury may also be deemed irreparable. . . . Here, the harms . . . include intangible matters, such as loss of dignity and other emotional injury, which are not susceptible to quantitative calculation. . . . [C]ourts have found such harm to be irreparable."⁶⁹⁸ Reputational injury can also serve as irreparable harm.⁶⁹⁹ The loss of goodwill and potential future business caused by association with lawsuits claiming fraud cannot be adequately measured and damages the attorneys and law firms. "Courts have found a 'company's loss of reputation, good will, and business opportunities can constitute irreparable harm."⁷⁰⁰ "A threat to trade or business viability may constitute irreparable harm."⁷⁰¹ This is generally so because this type of damage cannot be precisely calculated and therefore, compensable through money damages. "Damages flowing from anticipated future injury to one's livelihood or business interests are especially difficult to calculate."⁷⁰²

Irreparable harm is found in the expense of defending against Mr. Lane's multiple lawsuits and depriving multiple Plaintiffs of the benefit of their bargain under the Settlement Agreement(s)

⁶⁹⁶ Trial Tr. 820:5-12, 823:13-18.

⁶⁹⁷ *Porretti v. Dzurenda*, 11 F.4th 1037, 1050 (9th Cir. 2021).

⁶⁹⁸ *Caspar v. Snyder*, 77 F. Supp. 3d 616, 640 (E.D. Mich. 2015) (internal citations omitted).

⁶⁹⁹ *Snyder v. Am. Kennel Club*, 575 F. Supp. 2d 1236, 1242 (D. Kan. 2008).

⁷⁰⁰ *Cayuga Nation by & through Cayuga Nation Council v. Parker*, No. 522CV00128BKSATB, 2022 WL 3347327, at *6 (N.D.N.Y. Aug. 12, 2022) (citing *Register.com, Inc. v. Verio, Inc.*, 356 F.3d 393, 404 (2d Cir. 2004)).

⁷⁰¹ *Tri-State Generation & Transmission Ass'n, Inc. v. Shoshone River Power, Inc.*, 805 F.2d 351, 356 (10th Cir. 1986).

⁷⁰² *Husky Ventures, Inc. v. B55 Invs., Ltd.*, 911 F.3d 1000, 1012 (10th Cir. 2018); see also *Equifax Servs., Inc. v. Hitz*, 905 F.2d 1355, 1361 (10th Cir. 1990) (affirming irreparable harm finding based on "evidence suggest[ing] that it is impossible to precisely calculate the amount of damage. . . .").

they reached within the Bankruptcy Case.⁷⁰³ It is found in the damage to their personal reputations and goodwill by being associated with multiple lawsuits claiming millions of dollars for fraud and breach of duty. It is found in the emotional turmoil each faces, and the loss of time spent with family and on other business pursuits while dealing with the lawsuits. Most of these damages are immeasurable. When a court cannot grant an effective monetary remedy because such damages are inadequate or difficult to ascertain, Tenth Circuit precedent says the “plaintiff suffers irreparable injury.”⁷⁰⁴ Plaintiffs meet the irreparable harm requirement by demonstrating a significant risk they “will experience harm that cannot be compensated after the fact by *monetary damages*.”⁷⁰⁵

Even if damages could be measured, such as attorney fees expended, Mr. Lane does not have the ability to pay those damages. Contrary to Mr. Lane’s arguments, both Plaintiffs and Mr. Lane presented abundant evidence of Mr. Lane’s lack of financial resources. Mr. Lane repeatedly has represented or testified he has virtually no assets and a substantial negative net worth. Mr. Lane explained he has no income, cannot find work and has virtually no assets.⁷⁰⁶ He did so when litigating one of the Trustee’s motions for contempt sanctions in 2014 and 2015, in motions and affidavits and at a discovery hearing in this case, and on the witness stand at trial.⁷⁰⁷ In his motion to appoint him an attorney, Mr. Lane asserts he believes he is an indigent; has limited income; has debts of over \$1,100,000.00, does not own a home or a car and has a substantial negative net worth.⁷⁰⁸ Mr. Lane could not satisfy a monetary judgment against him.

The surrogates Mr. Lane used to prosecute his lawsuits similarly are unable to satisfy a monetary judgment against them. Mr. Friedman is retired; has negligible assets and income; and owns no stocks, retirement accounts, or real estate.⁷⁰⁹ Mr. Plimpton works a retail job for “not much more than minimum wage;” owes about \$1.4 million in restitution, which he anticipates he will never be able to pay; and his savings will be “wipe[d] out” by payments he must make under a

⁷⁰³ *Hill v. Washburne*, 953 F.3d 296, 309 (5th Cir. 2020).

⁷⁰⁴ *Husky Ventures, Inc.*, 911 F.3d at 1012 (quoting *Dominion Video Satellite, Inc. v. EchoStar Satellite Corp.*, 269 F.3d 1149, 1156 (10th Cir. 2001)).

⁷⁰⁵ *Greater Yellowstone Coal. v. Flowers*, 321 F.3d 1250, 1258 (10th Cir. 2003) (quoting *Adams v. Freedom Forge Corp.*, 204 F.3d 475, 484–85 (3d Cir.2000) (emphasis added)).

⁷⁰⁶ Trial Ex. 56, at 5; Trial Ex. 61, at 4 (same); Trial Ex. 280, at 3 (35:8-16).

⁷⁰⁷ Trial Ex. 165 (Mr. Lane’s motion for leave to file appeal *in forma pauperis* with an affidavit stating he owes the IRS over \$1 million, has “a substantial negative net worth,” and does not have the ability to pay filing fees); Trial Tr. 1498:17-23 (Mr. Lane testifying he has “a substantial negative net worth,” “owe[s] hundreds of thousands of dollars to Legal Services,” and is being pursued by the IRS “for millions of dollars”).

⁷⁰⁸ Trial Ex. 195, at 6-7 (D.E. 494).

⁷⁰⁹ *See, e.g.*, Trial Ex. 166, at 14-22; Friedman Dep. Tr. 39:22-40:6; 41:8-42:11.

compromise offer with the IRS.⁷¹⁰ Plaintiffs had no incentive to pursue Rule 11 sanctions when neither Mr. Lane nor his surrogates have means to pay, nor did prior sanctions deter Mr. Lane's conduct.

Courts routinely conclude irreparable harm is established where the defendant is judgment-proof or there exists little likelihood the defendant could pay monetary damages. Difficulty collecting a damage judgment supports a claim of irreparable injury.⁷¹¹ Plaintiffs may show lack of an adequate remedy at law by showing Defendant is effectively judgment-proof.⁷¹² Because Mr. Lane and his surrogates are judgment-proof and unable to pay any monetary damages or sanctions, the court here reaches the same conclusion: Plaintiffs' injury is irreparable and warrants a permanent injunction. This conclusion is bolstered by the court's finding that, absent an injunction, Mr. Lane will continue to file additional and repeated frivolous and vexatious lawsuits against Plaintiffs. After all, Mr. Lane filed the Second Wyoming Case in August 2020 after the Bankruptcy Case was reopened and this case was filed. It seems only the court's order entering a preliminary injunction has stopped Mr. Lane from filing additional lawsuits since then.

Mr. Lane responds that since there were no suits pending at the time of trial, Plaintiffs no longer have a claim for irreparable harm. Such argument misses the point. The harm has already been incurred and cannot be undone simply because the courts have dismissed the lawsuits.

The need to address the abusive conduct is not eliminated simply because the underlying matter is dismissed. . . . "Baseless filing puts the machinery of justice in motion, burdening courts and individuals alike with needless expense and delay" and even if a litigant removes the filing when it is later challenged, the harm has already occurred.⁷¹³

Nor does Mr. Lane recognize the harm will continue and occur again so long as he continues to threaten and/or initiate litigation.

⁷¹⁰ See, e.g., Plimpton Dep. Tr. 54:13-55:11; 65:1-66:12; 67:16-68:7.

⁷¹¹ *Tri-State Generation & Transmission Ass'n, Inc. v. Shoshone River Power, Inc.*, 805 F.2d 351, 355 (10th Cir. 1986). See also Douglas Laycock, *The Death of the Irreparable Injury Rule*, 103 Harv. L. Rev. 687, 716 (1990) ("Damages are no remedy at all if they cannot be collected, and most courts sensibly conclude that a damage judgment against an insolvent defendant is an inadequate remedy.").

⁷¹² *Tri-State Generation & Transmission Ass'n, Inc.*, 805 F.2d at 355. See also *Tujague v. The Castro Family Trust, LLC (In re Landash Corp.)*, 590 B.R. 797, 802 (Bankr. S.D. Ohio 2018).

⁷¹³ *Vashisht-Rota v. Howell Mgmt. Servs.*, 503 P.3d 526, 533 (Utah 2021) (quoting *Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 398 (1990)).

C. Plaintiffs' injury outweighs the harm, if any, an injunction will cause Mr. Lane.

As the court already recognized, “the relative burdens of entering [an] injunction strongly favor Plaintiffs.”⁷¹⁴ Mr. Lane has “no absolute, unconditional right of access to the courts and no constitutional right of access to prosecute frivolous or malicious actions.”⁷¹⁵ “[A] litigant’s right of access to the courts must [,] ... in a proper case, ... yield to the interests of other litigants and of the public in general in protecting judicial resources from the deleterious impact of repetitious, baseless *pro se* litigation.”⁷¹⁶

The relief the court enters in the form of the filing restrictions detailed below is narrowly tailored to protect this court’s exclusive jurisdiction and prior orders, enforce the *Barton* doctrine, and protect Plaintiffs from being subjected to frivolous and vexatious lawsuits. If Mr. Lane’s closing argument in which he indicated he will no longer file lawsuits against Plaintiffs is accurate, then there is no harm to Mr. Lane.

D. An injunction will serve the public interest.

As the court also recognized, the public has an interest in obtaining redress for legitimate grievances in courts. Mr. Lane’s relentless lawsuits and filings “hijack court dockets and drain court resources that could and should be spent adjudicating legitimate disputes.”⁷¹⁷ The court has “both the duty and the power to protect courts, citizens, and opposing parties from such abuse.”⁷¹⁸ Not only must Plaintiffs bear the expense of defending against meritless claims, “citizens in general suffer the hardships brought about by increased court costs, crowded dockets, and the unreasonable delay and confusion that accompany a disruption of proper judicial administration.”⁷¹⁹

“The courts and the public also have strong interests in the finality and observance of settlement agreements, judgments, and court orders.”⁷²⁰ Mr. Lane’s lawsuits, which collaterally

⁷¹⁴ D.E. 170, at 14.

⁷¹⁵ *Werner v. Utah*, 32 F.3d 1446, 1447 (10th Cir. 1994).

⁷¹⁶ *Karr v. Williams*, 50 P.3d 910, 913 (Colo. 2002) (quoting *Bd. of County Comm’rs v. Winslow*, 706 P.2d 792, 794 (Colo. 1985)).

⁷¹⁷ D.E. 170, at 14.

⁷¹⁸ *Karr v. Williams*, 50 P.3d at 914. *See also*, *Youngblood-W. v. Aflac Inc.*, No. 4:18-CV-83 (CDL), 2019 WL 1601370, at *9 (M.D. Ga. Apr. 12, 2019), *aff’d*, 796 F. App’x 985 (11th Cir. 2019) (finding injunction barring party from violating the settlement agreements supports the public’s strong interest in enforcing contracts and the public’s strong interest in encouraging and preserving the finality of settlements.).

⁷¹⁹ *Id.* (citing *Bd. of County Comm’rs v. Winslow*, 862 P.2d 921, 923 (Colo. 1993); *accord*, *People v. Spencer*, 524 P.2d 1084, 1086 (Colo. 1974)).

⁷²⁰ *Id.*

attack the Settlement Agreements and Orders, also undermine those strong interests by repeatedly calling into question agreements parties voluntarily entered into, and the court approved almost a decade ago. An injunction barring Mr. Lane from filing additional frivolous and vexatious lawsuits vindicates these public interests.

II. **Mr. Lane's proposed Post-Trial Findings of Fact and Conclusions of Law.**

Mr. Lane's proposed Post-Trial Findings of Fact and Conclusions of Law raise many objections and/or issues the court disposed of prior to trial or during the trial. Much of his filing is a cut and paste from previous filings. These issues include, but are not limited to, the scope of the purported confidentiality agreements, Mr. Lane's request for a jury trial, and use of deposition testimony. The court addressed these matters substantively prior to, or during, trial and will not do so again herein.

As discussed above, Mr. Lane invoked his Fifth Amendment privilege in response to numerous questions. Thus, Plaintiffs have supported their case throughout with negative inferences allowed by law, in addition to independent, corroborating evidence.⁷²¹ Another consequence of invoking the privilege is Mr. Lane does not get to counter these inferences with evidence on the same subject matter on which he refused to testify. "Once a civil litigant invokes the Fifth Amendment privilege on an issue, the litigant is barred thereafter from introducing other evidence on that issue."⁷²² The majority of Mr. Lane's invocations concerned the drafting, filing, and signing of various documents. As a result, Mr. Lane was not allowed to testify about the details of these documents in his direct examination. Nor can he avoid this restriction by submitting argument in his proposed findings of facts. Despite his attempt to do so, Mr. Lane relies on pleadings Mr. Friedman, Mr. Plimpton and Christopher Lane all testified they did not draft.

Mr. Lane continues to assert he was not "behind" the lawsuits Paraclete, Mr. Plimpton and Mr. Friedman filed. Even without any negative inferences, the evidence involving language choice, typographical errors, and repeated legal claims all support the court's finding Mr. Lane was involved in the lawsuits.

⁷²¹ *Supra*, note 29.

⁷²² *In re Heraud*, 410 B.R. 569, 575 (Bankr. E.D. Mich. 2009) (referencing *Trafficant v. Commissioner of I.R.S.*, 884 F.2d 258, 265 (6th Cir. 1989)); *see also S.E.C. v. Ficken*, 546 F.3d 45, 54 (1st Cir. 2008) ("The Fifth Amendment does not authorize a witness to rely on his testimony while shielding himself from further examination by utilizing his Fifth Amendment privilege.").

Plaintiffs seek to extend the injunction to Mr. Lane's surrogates and parties who act in concert with him. Mr. Lane argues such extension is improper because they were not provided notice or otherwise served as parties to this adversary proceeding. However, Mr. Lane misunderstands the reach of an injunction, which may bind non-parties "in active concert or participation" with him.⁷²³ Mr. Lane disregards the fact he has operated through these surrogates, and the injunction the court issues against him extends to all those who are in active concert and participation with him. Further, notice to Mr. Lane is sufficient notice to all entities he forms, directly or indirectly, operates, manages, or uses. "In the civil context, 'notice to a corporation's agent is notice to the corporation.' There is no requirement that the person with knowledge be a 'central figure' in the company; the person whose knowledge is to be imputed must have only some relationship with the company."⁷²⁴ If notice is imputable to the corporation, "the subsequent death, discharge, removal, termination of office, or the like, without any official communication to the corporation, does not affect the force of the imputation of notice."⁷²⁵ Mr. Lane cannot form, operate, or use an entity to litigate that will not be considered to have the same notice as Mr. Lane.

The majority of Mr. Lane's proposed findings begin with: "No evidence or testimony was presented . . ." or "Plaintiffs failed to present any evidence. . . ." These assertions blatantly ignore Plaintiffs' actual evidence to the contrary and this court's previous findings. There are too many to delineate, and Mr. Lane's assertions only highlight his refusal to acknowledge the reality of the situation. He not only refuses to hear what the courts have told him, on more than one occasion, but now refuses to hear any testimony that contradicts his position. In some circumstances, Mr. Lane ignores even his own testimony and evidence.

III. The court imposes filing restrictions against Mr. Lane.

While expressed as a permanent injunction, the Plaintiffs really seek filing restrictions preventing Mr. Lane from filing, directly or indirectly, any more lawsuits involving facts and issues this court previously decided in the Bankruptcy Case. As explained, Plaintiffs are entitled to such

⁷²³ Fed. R. Civ. P. 65(d)(2)(C).

⁷²⁴ *Commonwealth v. Martins Maint., Inc.*, 101 Mass. App. Ct. 186, 196, 190 N.E.3d 1099, 1110 (2022) (citing *United States v. Josleyn*, 206 F.3d 144, 159 (1st Cir. 2000); *Sunrise Props., Inc. v. Bacon, Wilson, Ratner, Cohen, Salvage, Fialky & Fitzgerald, P.C.*, 679 N.E.2d 540 (1997); Restatement (Third) of Agency § 5.03 (2006)).

⁷²⁵ *Roy E. Hays & Co. v. Pierson*, 32 Wyo. 416, 234 P. 494, 497 (1925) (citing Fletcher, Ency. of Corp. § 2226; Mechem on Agency (2d Ed.) § 1813; Thompson on Corp. (2d Ed.) § 1654).

relief. “Federal courts have the inherent power to impose filing restrictions where ‘a party has engaged in a pattern of litigation activity which is manifestly abusive.’ ”⁷²⁶

Consistent with the court’s findings about Mr. Lane’s lengthy history of filing abusive, vexatious, and malicious litigation, and consistent with *Parker, Tripati*, Rule 65, Fed. R. Civ. P. (Rule 7065, Fed. R. Bankr. P.), and the All Writs Act, 28 U.S.C. § 1651, in aid of this court’s jurisdiction, the court now enters orders enjoining Mr. Lane, and setting forth the guidelines Mr. Lane must comply with to seek and obtain the court’s permission to file any further actions in this court.⁷²⁷

The court extends these orders to Mr. Lane’s proxies specifically, as an injunction binds not only the parties, but also “other persons who are in active concert or participation with” the parties.⁷²⁸ “‘Active concert or participation’ has been interpreted to include both aiders and abettors of, and privies of, an enjoined party.”⁷²⁹ [T]he rule encompasses an alter ego or someone who aids or abets the named party.”⁷³⁰ Such interpretation recognizes “the objectives of an injunction may be thwarted by the conduct of parties not specifically named in its text.”⁷³¹

Therefore,

1. THE COURT ORDERS Defendant Robert M. Lane, whether acting (i) directly in his own name; (ii) indirectly through Paraclete Investments, LLC; Richard Friedman; Jeffrey Plimpton; Christopher Lane; The Retirement Plan Fraud Litigation Trust; Jackson Hole Bank Fraud Litigation Trust; The Boulder/Windriver Fraud Litigation Trust; Legal Services Funding Corp.; Genx Management Services, LLC; or Royal Orchid Management Services, LLC (the “Lane Surrogates”); or (iii) indirectly through any other person, entity, or trust who claims an interest in the administration or disposition of property of Mr. Lane’s bankruptcy estate or his Bankruptcy Case or the validity of the Settlement Agreements or Settlement Orders, or who claims an interest in or under the Riverbend Ranch Trust I; Boulder Investment Trust; Windriver Corp. of WY, LLC; the Robert Lane Individual Retirement Account; Penobscot Enterprises Inc.; the Penobscot Enterprises Inc. Defined Benefit Pension Trust; or DFWU, LLC, whether as a beneficiary, assignee, or

⁷²⁶ *Lundahl v. Halabi*, 600 F. App’x 596, 607 (10th Cir. 2014) (quoting *Winslow v. Hunter (In re Winslow)*, 17 F.3d 314, 315 (10th Cir.1994) (per curiam) (internal quotation marks omitted)).

⁷²⁷ 840 F. App’x 384 (10th Cir. 2021); 878 F.2d 351 (10th Cir. 1989) respectively.

⁷²⁸ Fed. R. Civ. P. 65(d)(2).

⁷²⁹ *Aevoe Corp. v. AE Tech Co., Ltd.*, 727 F.3d 1375, 1384 (Fed. Cir. 2013).

⁷³⁰ *Lundahl v. Glob. E. LLC*, 643 F. App’x 752, 753 (10th Cir. 2016).

⁷³¹ *Id.* (quoting *Rockwell Graphic Sys., Inc. v. DEV Indus., Inc.*, 91 F.3d 914, 920 (7th Cir. 1996)).

otherwise (the “Claimed Interest Holders”), is hereby permanently enjoined from initiating or prosecuting litigation or any other adversarial action against any of the Plaintiffs in this case, or any of the Plaintiffs’ agents or representatives, based upon facts and issues previously decided by this court in the Bankruptcy Case or this Adversary Proceeding, or challenging the Settlement Agreements, the Settlement Orders, the Adversary Settlement Agreements, including taking any of the following actions:

(i) filing, causing to be filed, or assisting in the filing of any claim, lawsuit, or other adversarial action, excluding the filing of any notices of appeal or appellate pleadings, in any court, governmental entity, proceeding, or tribunal, whether judicial, administrative, or regulatory;

(ii) drafting, causing to be drafted, or assisting in any manner in the drafting of any complaints; and

(iii) otherwise directly or indirectly challenging the Settlement Agreements, Settlement Orders, Adversary Settlement Agreements, or any other final, non-appealable order entered in the Bankruptcy Case or this Adversary Proceeding, or otherwise based upon facts and issues previously decided by this court in the Bankruptcy Case or in this Adversary Proceeding, including but not limited to by assisting or collaborating with another person, entity, trust, or assignee in making such a challenge, whether through litigation or otherwise;

2. IT IS FURTHER ORDERED this court shall retain exclusive jurisdiction with respect to the subject matter of this Order, the Settlement Agreements, the Settlement Orders, and the Adversary Settlement Agreements, along with the proceedings before this Court, including this Adversary Proceeding. Such exclusive jurisdiction extends to any complaint, claim, action, proceeding, or other adversarial action concerning (i) the administration or disposition of property of Mr. Lane’s bankruptcy estate or his Bankruptcy Case; (ii) any asset turned over, under, or referred to in the Settlement Agreements or the Settlement Orders; (iii) the filing, allowance and payment of claims in the Bankruptcy Case; (iv) the Settlement Agreements, Settlement Orders, Adversary Settlement Agreements; and any of the Court’s other final orders entered in Debtor’s Bankruptcy Case;

3. IT IS FURTHER ORDERED if Mr. Lane seeks, either directly or through another person, entity, or trust, to file, pursue, or bring any complaint, claim, action, proceeding, or other adversarial action in any court against any of the Plaintiffs herein, or their agents or representatives, challenging the Settlement Agreements, the Settlement Orders, Adversary Settlement Agreements,

or any other final order entered by this court in either the Bankruptcy Case or this Adversary Proceeding, or based upon facts and issues previously decided by this court, the filing or pursuing party shall file a notice with a copy of such pleading in this court within 3 business days of such filing. Affected parties may seek appropriate relief (including contempt) in this court if they believe the filing violates this permanent injunction, and this court shall promptly schedule a hearing on any such filing.

4. IT IS FURTHER ORDERED Plaintiffs are authorized to provide notice of this Order to any court, tribunal, or governmental entity in which litigation or any other adversarial action is pending or later commenced, and Plaintiffs shall promptly notify this court of any such filing, and may seek appropriate relief (including contempt) in this court if they believe the filing violates this permanent injunction, and this court shall promptly schedule a hearing on any such filing; and

5. IT IS FURTHER ORDERED this court retains jurisdiction to enforce this Order if any violation of this Order that has not been remedied within twenty-one (21) days of the notice(s) set forth above. Any party can seek appropriate remedies on an expedited basis in this court or the United States District Court for the District of Wyoming. Such remedies may include, but are not limited to, further injunctive relief, sanctions, and civil or criminal contempt against any party that has taken action in violation of this order.

6. IT IS FURTHER ORDERED Mr. Lane is subject to filing restrictions in this court. If Mr. Lane seeks, either directly or through another person, entity, or trust, to file, pursue, or bring any complaint, claim, action, proceeding, or other adversarial action in this court, save and except any timely notice of appeal, the filing or pursuing party shall first file in this court a motion for leave attaching a copy of the proposed complaint, claim, action, or proceeding, along with a notarized, verified declaration under penalty of perjury under the laws of the United States of America, that sets forth in detail the following information:

- (1) A clear and complete statement of the filer's relationship to Robert Lane;
- (2) A complete list of all agreements the filer currently has, or has had, with Robert Lane, any Lane Surrogate, any Claimed Interest Holder, or any person or entity acting by, through, or under any of them, and a copy of all such agreements;
- (3) A clear and complete statement of any interest Robert Lane has in the case or any proceeds from the case, and a copy of all documents reflecting such interest;

- (4) A clear and complete statement of any financial or other support Robert Lane is providing to the case, whether directly or indirectly, including but not limited to his payment of or financial responsibility for filing fees, service of process fees, postage, and delivery charges, and a copy of all documents reflecting such financial support;
- (5) A clear and complete statement of why the party filing the complaint, claim, or action has standing to do so, and a copy of any documents supporting that party's standing;
- (6) The filer's current business and residential addresses and telephone numbers;
- (7) A statement the issues raised in the proposed filing have not been previously raised and decided by this court, and are not, to the best of the filer's knowledge, barred by this Order, or by the doctrines of *res judicata* or collateral estoppel;
- (8) A statement that the legal or factual arguments raised in the filing are not frivolous or made in bad faith; that to the best of the filer's knowledge, the intent of the pleading is not improper and not intended to delay or cause a needless increase in costs or to avoid the prior orders of this court.
- (9) Any such motion for leave shall also be served by email and first-class mail on any opposing party designated in the proposed complaint, claim, action, or proceeding at the address on file with this court. If a defendant is designated in the proposed complaint, claim, action, or proceeding who is not a Plaintiff in this proceeding, and for whom no address is on file with the court, that defendant shall be served with the above-referenced filings and a copy of this Order in accordance with Fed. R. Civ. P. 4 or Fed. R. Bankr. P. 7004.

II. The court enters declaratory judgment.

1. Finally, pursuant to 28 U.S.C. § 2201 and Fed. R. Bankr. P. 7001(9) and 7071, the court, having made or entered the findings, conclusions, and orders above, now enters judgment declaring the rights and obligations of the Plaintiffs and Mr. Lane:

2. THE COURT ORDERS it retains exclusive jurisdiction over the subject matter of the Settlement Agreements and Settlement Orders;

3. IT IS FURTHER ORDERED the Settlement Agreements are valid and enforceable according to their terms;

4. IT IS FURTHER ORDERED the Settlement Orders remain in full force and effect; and

[see next page]

5. IT IS FURTHER ORDERED Plaintiffs shall serve a copy of this Order in the manner provided for service under Fed. R. Civ. P. 4 or Fed. R. Bankr. P. 7004 upon the Lane Surrogates, Claimed Interest Holders, and each of Robert Lane's children.

BY THE COURT:

A handwritten signature in blue ink that reads "Cathleen D. Parker". The signature is written in a cursive style with a large, stylized "P".

12/8/2022

United States Bankruptcy Judge

!

RECEIVED

Jul 10 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, Beaufort County Master-in-Equity

APPELLATE CASE No: 2024-000660

Legal Services Funding Corp.

Plaintiff

v.

Patricia E. Lane, Kevin J. Lane, Timothy J. Lane, and Matthew W. Lane, Appellants,

AND

Patricia E. Lane, Kevin J. Lane, Timothy J. Lane, and Matthew W. Lane, Appellants,

v.

Robert M. Lane, Richard Friedman,

Third Party Defendants,

Of whom Robert M. Lane is the

Respondent.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date indicated below, Robert M. Lane, pro se was served with a copy of Appellants' Return to Robert M. Lane's Motion to Reinstate Appeal by mailing a copy of the same via First Class, U.S. Mail, as follows:

Robert M. Lane
4616 W. Sahara #589
Las Vegas, NV 89102

Respectfully submitted,

/s/ Russell P. Patterson

Russell P. Patterson

Russell P. Patterson, P.A.

P.O. Box 8047

Hilton Head Island, SC 29938

SC Bar No.: 4375

(843) 341-9300

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Attorneys for the Appellants

Hilton Head Island, South Carolina
July 10, 2024

Russell P. Patterson, P.A.



Serving the Lowcountry for over 34 years

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July 10, 2024

RECEIVED

Jul 10 2024

SC Court of Appeals

The Hon. Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

E-mail Only

Re: Legal Services Funding Corp., Appellant v. Patricia E. Lane, et. al., Respondents
Case No.: 2024-000660

Dear Ms. Kitchings:

Please find the Appellants Patricia E. Lane, Kevin J. Lane, Timothy J. Lane, and Matthew W. Lane's Return to Respondent Lane's Motion to Reinstate Appeal and Certificate of Service in the above matter

Thank you for your assistance in this matter. Please do not hesitate to contact me with any questions.

Sincerely,
RUSSELL P. PATTERSON, P.A.



Russell P. Patterson

RPP:rpp

Enclosures

cc: Robert M. Lane (w/encl.)
4616 W. Sahara, #589
Las Vegas, NV 89102