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SC Court of Appeals

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.

ROBERT LANES REPLY TO DEFENDANT'S OBJECTION TO MOTION TO REINSTATE WRONFULLY DISMISSED APPEAL UNDER RULE 260

Now here comes Robert M. Lane, Plaintiff/Appellant, filing this Reply to Defendants' Objection to Motion to Reinstate 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 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. 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 filed a timely request to reinstate his case due to the court's failure to notify him. Defendants objected and filed Appellants' Return to Robert M. Lane's Motion to Reinstate Appeal. His reurn envelope to Robert Lane is dated July 10, 2024, although Lane did not receive it until July 17, 2024.

THE UNDERLYING CASE

The underlying case is a partition action pertaining to a condominium located in the Sailmaster Regime in Shipyard Plantation on Hilton Head Island, SC. The action was filed in the Beaufort County Court of Common Pleas. Defendants, Patricia E. Lane, Kevin J. Lane, Matthew W. Lane, and Timothy J. Lane who have a history of fraud and being sued for fraud, argued that an option to purchase 50% of the property in question for $1 was valid. The option dated March 5, 1992 (EXHIBIT 1) appeared to have been issued by a prior owner of the property, ILLMB, to the parents of Plaintiff and Defendants, Robert F. Lane and Patricia A. Lane. However, the State of Michigan Department of Licensing and Regulatory

Affairs had dissolved ILMMB, Inc. on March 15, 1991 (EXHIBIT 2). Therefore, ILMMB, Inc. no longer existed as of the date of the option and therefore, did not have the authority to issue an option. Thus, the option was not legally valid. Defendants were aware of this as were their parents who made no effort to exercise the option over the next 18 years as they knew it was not valid. Nonetheless, Defendants argued at trial that the option was valid and lost when the Court ruled against them. Appellant/Appellee, Plaintiff Robert Lane believes that the trial court erred in granting Defendants legal fees despite their losing the case. Robert Lane further believes that the Court erred in denying him the right to present valuation data on the property. Evidence introduced at trial shows that third party realtor websites, Zillow, Trulia and Realtor.com all valued the property for substantially more (in excess of $100,000).

FACTS

1. The Beaufort County Court of Common Pleas entered its order in this property partition case on March 12, 2024.
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. Proof of Service showed that Defendants' attorney received a copy.

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. It was also sent to Defendants legal counsel Russel Patterson.
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.
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.
7. On April 19, 2024, the Court of Appeals files Robert Lane's Notice of Appeal for the Cross Appeal in its docket.
8. On April 24, 2024, the Court of Appeals docket shows a Deficiency Notice sent.
9. Robert Lane did not receive said Deficiency Notice via U.S. Mail nor via e-mail to his e-mail address. Nor did not receive a phone call from the Court.

10. Not having heard from Robert Lane, the Court dismissed his Cross Appeal on May 29, 2024.

11. Robert Lane did not receive the Notice of Dismissal either via U.S. Mail or electronically to his e-mail

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.

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.

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.

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 sent the Court the

order herein addressing the first deficiency and the $250 filing fee if the Court issues an order reinstating his appeal.

17. Robert Lane does not believe that he should not be denied his appeal due to the Court's error.

18. Robert Lane believes that his appeal has legal merit. He does not believe that a losing party is entitled to legal fees nor does he believe that the Trial Court should have been denied him the opportunity to present valuation data on the property.

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

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

21. Defendants are unable to dispute any of these facts.

REFUTATION OF DEFENDANTS' ARGUMENTS

Defendants are unable to argue the facts of the Motion to Reinstate nor the underlying law, Rule 260 and applicable case law. When the law supports an attorney's case, he will argue the law. When the facts support an attorney's case, he will argue the facts. When neither the law nor the facts support his case, an attorney argues loudly. In this case, we are seeing an attorney arguing loudly as neither the facts nor the law support his case.

Since he cannot argue the facts or the law, Defendants attempt to vilify Appellant/Appellee/ Plaintiff Robert Lane. Lets examine some of the loud arguments Defendants make. Defendants cite the number of cases Robert Lane has been involved, but do not cite which ones he was represented by an attorney. This gives the Court the false impression that Robert has filed all the cases cited. The total number of cases include a large number filed by attorneys and not Lane as a self-represented party. Further, in many of the cases cited, Robert Lane was not even a party. Further, Defendants make no argument that any of the cases Robert filed were meritless. Defendants make no argument that Robert has ever been found to have violated Court rules or procedures nor that he has acted in any less than a gentlemanly manner in court.

Robert Lane is not a law school graduate and has limited experience, but Defendants are anxious to have the case dismissed. Robert did earn a business degree from the University of South Carolina. Apparently, Defendants and their counsel are concerned that they could lose to a non-attorney on appeal. Defendants claim, without any evidence, that Robert Lane has "been involved in more litigation and appeals than most of the South Carolina bar." That statement should speak volumes to this Court.

Defendants attached a copy of Judge Parker's Order dated 12/8/22. Yet, they only have a small footnote advising the Court that this matter is currently under appeal

with the Tenth Circuit Court of Appeals (Case#24-8025). Further, Defendants fail to point out key facts regarding the case including significant appealable judicial errors in the case:

-Judge Parker refused to recuse herself after three different parties signed affidavits stating that she was biased (EXHIBIT 3, pp. 4-5)

-Judge Parker refused to grant Defendants including Robert Lane a jury trial despite a timely jury trial request and the case being an equitable one (EXHIBIT 3).

-Judge Parker determined that 22-year-old autistic Christopher Lane was a frivolous and vexatious litigant even though he had never filed any lawsuit in his entire life (EXHIBIT 3, pp. 14-15).

Judge Parker denied Defendants' requests for a Preliminary Injunction Hearing despite many disputed facts and the large dollar amount, $47 million, at stake (EXHIBIT 3, pp. 8-10).

Judge Parker erroneously attempts to bind non-parties to her decision (EXHIBIT 3, pp. 11-12).

Judge Parker makes numerous evidentiary errors (EXHIBIT 3, pp. 16-22).

Although Robert Lane was not a plaintiff in any of the lawsuits, she determines that he filed all five lawsuits. None of the plaintiffs concur (EXHIBIT 3).

DEFENDANTS' HISTORY OF FRAUD AND OTHER MISDEEDS

Defendants are anxious to vilify Robert Lane, but fail to advise the Court of their own misdeeds. A limited number of their misdeeds include:

Case#20-02013-Barney v. Patricia E. Lane, Colleen Lane, Matthew Lane et al. alleging fraud (U.S. Bankruptcy Court, District of Wyoming) (EXHIBIT 4).

Case#12-02055-Barney v. Patricia E. Lane, Patricia A. Lane et al. alleging fraud (U.S. Bankruptcy Court, District of Wyoming) (EXHIBIT 5).

Case#2013-CP-07-2999 Vikki Lane v Patricia E. Lane et al. alleging fraud (Beaufort County Court of Common Pleas).

Defendants have also been named defendants in many other lawsuits alleging fraud.

Defendants settled the above cases by agreeing to payouts in the amount of tens of millions of dollars.

Defendants may have stolen millions in pension and retirement assets from the Penobscot Enterprises Defined Benefit Pension Trust. Their activities are criminal in nature and violate South Carolina law.

Defendants' attorney Russell Patterson has engaged in legal shenanigans in this case. He has failed to put proper postage of his mailings to Robert Lane and this has delayed Robert in receiving filings. It appears that EXHIBIT 6 was returned to him which delayed Robert Lane's receipt. An experienced attorney such as Mr. Patterson must have a scale to weigh mail and record proper postage.

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.

Robert Lane's motion is timely. It was filed within 15 days after he discovered that the Court had dismissed his case without notice to him. He could not have acted sooner.

Defendants argue that all parties must comply with appellate rules. Robert believes that he has done so and Defendants identify no appellate rule that Robert has violated.

Defendants desperate to win their case argue that Robert made no effort to determine why the Beaufort County Cleark of Court returned his Notice of Appeal. This simply is not true. Defendant has no knowledge of the calls Robert made to the Beaufort County Clerk of Courts and The South Carolina Court of Appeals. In fact, shortly thereafter, the Court of Appeals accepted Robert's cross appeal, refuting Defendant's lame argument.

Defendants falsely argue that "Respondent Lane…will continually argue he never received notices from this court or opposing counsel or that the rules do not apply to him." Yet, Defendants, despite claiming that Robert has more litigation and appellate experience than most of the South Carolina Bar, can cite no evidence in any other case that Robert has been involved where he argued that he did not receive notices or that the appellate or other court rules did not apply to him.

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. Robert further served Defendants with original Notice of Appeal and included a Proof of Service (EXHIBIT 7).

Respectfully Submitted,

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

Dated July 17, 2024

EXHIBIT 1

3/5/92

RGPY

OPTIONS GRANTED TO PATRICIA A. AND ROBERT F. LANE

ILMMB, INC. hereby grants Robert F. and/or Patricia A. Lane ("Option Holders") the option of purchasing ILMMB's interest in real property located at 705 Sailmaster, Hilton Head Island, SC 29928 and currently occupied by the Option Holders for the purchase price of $1.00 (one dollar).

Further, ILMMB, Inc. also grants the Option Holders the option of purchasing all of the outstanding shares of ILMMB, Inc. for the price of $1.00 (one dollar).

Said options do not have expiration dates and may accrue to the successors and heirs of Option Holders. Said option may be exercised immediately at any time.

Said options are not transferrable except to the successors and heirs and may not be used as security.

This option agreement shall be governed by the laws of South Carolina and South Carolina shall be the venue for any dispute regarding these options.

If any term or provision of this option agreement shall be invalid, illegal, or unenforceable in any respect, the remainder of this agreement shall be construed without such provision, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal, or unenforceable, as the case may be, shall not be affected thereby, and all other terms and provisions of this agreement shall be valid and enforceable to the full extent permitted by law and equity.

Effective this fifth day of March, 1992.

Robert M. Lane,

President

ELECTRONICALLY FILED - 2017 Mar 06 6:10 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0702290

EXHIBIT 1

EXHIBIT 2

ID Number: 800477263

Request certificate | New search

Summary for: ILMMB, INC.

The name of the DOMESTIC PROFIT CORPORATION: ILMMB, INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800477263

Old ID Number: 457293

Date of Incorporation in Michigan: 08/16/1988

Purpose: All Purpose Clause

Date of Dissolved: 05/15/1991

Term: Perpetual

Most Recent Annual Report:

Most Recent Annual Report with Officers & Directors:

The name and address of the Resident Agent:

Resident Agent Name: ROBERT F. LANE

Street Address: 763 NOTRE DAME

Apt/Suite/Other:

City: GROSSE PTE. State: MI Zip Code: 48230

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City: State: Zip Code:

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 50,000

☐ **Written Consent**

View filings for this business entity:

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION

View filings

Comments or notes associated with this business entity:

- LARA FOIA Process
- Transparency
- Office of Regulatory Reinvention
- State Web Sites
- Michigan.gov Home
- ADA
- Michigan News

EXHIBIT 3

FILED
TIM J. ELLIS, Clerk

MAR 18 2021

United States Bankruptcy Court
District of Wyoming

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U.S. BANKRUPTCY COURT
DISTRICT OF WYOMING

Plaintiffs **Case#AP-20-0218**
The Bank of Jackson Hole
Ballard Spahr, LLP
Gary Barney
Lucas Buckley
Estate of Robert Biolchini
Michael Gilbert
Hathaway and Kunz, P.C.
Charles Hingle
Holland & Hart, LLP
Colleen Lane
Kevin Lane
Matthew W. Lane
Patricia E. Lane
Timothy J. Lane
Pete Lawton

Dennis O'Malley
Scott Meier
David Perino
Randy Royal
John Smiley

Defendants
Richard Friedman
Christopher Lane
Robert Lane
Jeffrey Plimpton

ROBERT LANE

Debtor

Case No. 11-20398
Chapter 7 Federal Bankruptcy Court-District of Wyoming

REQUEST FOR RECONSIDERATION OF ORDER GRANTING MOTION FOR PRELIMINARY INJUNCTION (ECF#170)

Comes now Richard Friedman, Christopher Lane, Robert Lane and Jeffrey Plimpton filing this Request for Reconsideration of Order Granting Motion for Preliminary Injunction (ECF#170). Defendants believe that the Court has made multiple errors in its order approving a preliminary injunction and requests reconsideration of the Court's decision.

LEGAL ARGUMENT AND POINTS AND AUTHORITIES

This Order Granting Motion for Preliminary Injunction (ECF#170) should be reconsidered by a judge other than the Honorable Cathleen Parker for the following reasons:

A. LEGAL RATIONALE FOR RECONSIDERATION

1. **FRCP Rule 60 (b) allows relief from a final order due to a mistake.**

As will be demonstrated herein, numerous mistakes have been made in the Court's order approving the preliminary injunction. Reconsideration is consequently permitted and has long been an accepted legal practice. *Servants of Paraclete v. Does*, 204 F. 3d 1005 (10th Cir. 2000); *Van Skiver v. U.S.*, 952 F. 2d 1241 (10th Cir, 1991); *Osterneck v. Ernst & Whinney*, 489 U.S. 169, 109 S. Ct. 2360, 96 L. Ed. 2d 222 (S. Ct. 1989).

Further reconsideration is appropriate when the Court relied upon false information in making its decision as is the case here. *United States v. Tucker*, 404 US 443, 92 S. Ct. 589, 30 L. Ed. 592 (S. Ct. 1972). Further reconsideration is appropriate when the Court makes erroneous findings. "[A] finding is clearly erroneous when although there is evidence to support it, the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been made." *Anderson v. Bessemer City*, 470 US 564, 105 S. Ct. 1504, 84 L. Ed. 2d 518 (S. Ct. 1985).

Reconsideration is also appropriate to prevent manifest injustice such as dismissal of over $47 million in claims without the opportunity to refile. *Servants of Paraclete v. Does*, 204 F. 3d 1005 (10th Cir. 2000); *North River Ins. V. CIGNA Reinsurance*, 52 F. 3d 1194 (3rd Cir. 1995); *Max's Seafood Café by Lou-Ann, Inc. v. Quinteros*, 176 F. 3d 699 (3rd Cir. 1999).

2. **Judge Parker Erroneously Ruled on This Matter After Three Different Parties Signed Affidavits Claiming that She Was Biased and She Has Refused to Recuse Herself.**

Three different parties, Richard Friedman, Robert Lane and Jeffrey Plimpton completed affidavits attesting to Judge Parker's bias against them or bias in favor of Barton Movants and included those affidavits with a Joint Motion to Disqualify and Remove Judge Carolyn Parker from Case (*In re Lane*, Case#11-20398-ECF#1645). This was filed on April 28, 2020. Judge Parker failed to have an independent justice rule on the motion or to voluntarily recuse herself. Ultimately, she denied the Motion to Disqualify herself in an order dated May 28, 2020. The Order is ECF#1680 in *In re Lane*.

A federal judge should recuse themselves from further participation in a case when their conduct is being questioned. *United States v. Anderson*, 160 F. 3d 231 (5th Cir. 1998).

Further, 28 U.S.C. § 455 provides that a federal judge "shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned."

Additionally, 28 U.S.C. § 144 states that if a party to a federal court case files a timely motion arguing personal bias or prejudice against a judge, the case shall be transferred to another judge.

Jeffrey Plimpton and Robert Lane filed a timely Joint Motion to Disqualify and Remove Judge Parker, reasonably questioning her impartiality (*In re Lane*, ECF#1645, EXHIBIT 1). Yet, the judge that three different parties believe is not

capable of being impartial has refused to recuse herself, refused to have an independent judge rule on the Motion to Disqualify and has continued to make decisions on matters. It is anticipated that a new motion to disqualify may be filed with as many as nine different parties alleging bias and prejudice from Judge Parker. In this case, further supporting arguments that she is biased, she entered a default against Robert Lane (ECF#139), claiming that he had not filed a responsive pleading when he in fact, he had filed responsive pleadings (ECFs#121 & 122) on December 9, 2020. The decision on the preliminary injunction should have been made by an unbiased judge capable of independently and objectively assessing the facts and applying the law after an evidentiary hearing. Judge Parker's order dismissing pending cases rather than staying them is also indicative of her bias. In this current matter, Judge Parker dismisses appeals that call into question her impartiality and her skills as a jurist (Cases#20-cv-204 and 20-cv-235 in the U.S. District Court in Wyoming. Clearly, she has a conflict of interest. If a dismissal would jeopardize related litigation, the court should consider a stay *Zarvela v. Artuz*, 254 F. 3d 374 (2nd Cir. 2001).

B. THE COURT ERRS IN FAILING TO HOLD AN EVIDENTIARY HEARING

The Defendants were awaiting an evidentiary hearing for the Court to determine the facts of the case and to present their legal arguments. Instead, the Court accepted every argument that the Plaintiffs made, despite the facts being disputed

by the Defendants in their responses (ECFs#122, 146, 149 & 154) and ruled on March 4, 2021, granting the preliminary injunction and all the relief Plaintiffs sought in their adversarial proceeding complaint. The Court ordered the dismissal of the two lawsuits and two appeals and deemed all four defendants to be vexatious litigants and required strict filing restrictions that the Bankruptcy Court would enforce, apparently even for non-bankruptcy related matters. The Court's ruling sets legal precedent by terming Christopher Lane, a 22-year-old autistic individual who has never filed a lawsuit as a vexatious litigant and placing filing restrictions on him. Friedman, R. Lane and Plimpton have all denied that Christopher was involved in the Connecticut and Nevada cases (ECFS#122, 146 & 149, Denying Paragraph 38 of the Motion for PI) as Plaintiffs have falsely claimed, again without any evidence.

The notice required by rule before preliminary injunction can issue implies a hearing in which defendant is given a fair opportunity to oppose the application and to prepare for such opposition and the same-day notice provided before temporary restraining order is issued does not suffice. Fed. Rules Civ. Proc. Rule 65(a, b), 28 U.S.C. *Granny Goose Foods, Inc. v. Brotherhood of Teamsters and Auto Truck Drivers' Local 70 of Alameda County,* 94 S. Ct. 1113, (S. Ct. 1974).

A hearing is generally required with the issuance of an injunction. *Brill v. Peckham Motor Truck and Wheel Company et al.,* 23 S. Ct. 562 (S. Ct. 1903).

1. **The Due Process Clause of the United States Constitution's Fourteenth Amendment Requires a Hearing.**

"In almost every setting where important decisions turn on questions of fact, due process requires an opportunity to confront and cross-examine adverse witnesses. U.S.C.A. Const Amend. 14. The Supreme Court requires that an evidentiary hearing be held before a party is financially damaged." *Goldberg v. Kelly*, 90 S. Ct. 1011 (S. Ct. 1970).

...The Due Process Clause of the Fourteenth Amendment guarantees that no person shall be deprived "of life, liberty, or property, without due process of law." *Ricky Dean's Inc. v. Marcellino*, 2020 WL 6798813 5:20-CV-04063-EFM-ADM (U.S. District Ct, D. Kansas, November 19, 2020).

The Court's preliminary injunction order deprived Defendants of their lawsuits seeking $47 million in damages (*In re Lane*, ECF#1727, page 9). Courts in the 10th Circuit have ruled that lawsuits and the potential proceeds from them represent valuable property. *In re Quarles*, Reported in B.R. 2009 WL 1346548 04-11059-R (United States Bankruptcy Court, N.D. Oklahoma. May 13, 2009); *Satterfield v. City of Tulsa*, F.Supp.2d 2008 WL 111981 06-CV-0501-CVE-PJC (United States District Court, N.D. Oklahoma. January 08, 2008)

2. **The Court Errs in Failing to Hold a Hearing Despite the Large Number of Disputed Facts.**

Plaintiffs Motion for Preliminary and Permanent Injunction (ECF#3) contains 79 paragraphs alleging facts and claims. In Defendant Richard Friedman's Answer to Motion for Preliminary Injunction (ECF#146), he admits only 6 of the 79 paragraphs. He denies 38 of Plaintiffs' stated facts and claims no knowledge of the remainder.

In Defendant Jeffrey Plimpton's Answer to Motion for Preliminary Injunction (ECF#149), he admits 4 of Plaintiffs' 79 allegations. Mr. Plimpton denies 40 of Plaintiffs' stated facts and has no knowledge of the remainder.

In Defendant Christopher Lane's Answer to Motion for Preliminary Injunction (ECF#154), he only admits 4 of Plaintiffs' factual allegations and denies 25. He claims no knowledge of the remainder.

As is clear, Friedman only agrees with 6 0f 79 of Plaintiffs' alleged facts while Plimpton and C. Lane only agree with 4 of 79. Thus, Plaintiffs' alleged facts are largely disputed, thus requiring an evidentiary hearing for the Court to determine the actual facts. Plimpton even points out Plaintiffs' track record of fraud settlements, criminal fraud convictions and perjury (ECF#149, Exhibit 1, Paragraph 6). The Court, nonetheless, fails to hold a hearing and accepts all of

Plaintiffs alleged facts, despite the denials of multiple Defendants and significant other supporting evidence including court records.

Where the facts are in dispute, a federal court must hold an evidentiary hearing. *Townsend v. Sain*, 372 U.S. 293, 83 S. Ct. 745 (S. Ct. 1963); *Milton v. Miller*, 744 F.3d 660 2014 WL 892890 12-6187 (10Th Cir. 2014).

"'A district court abuses its discretion when it commits an error of law or makes clearly erroneous factual findings.'" *Id.* (quoting *Planned Parenthood of Kansas v. Moser*, 747 F.3d at 822 (10th Cir. 2014).

Further, if there are disputed issues of fact, an evidentiary hearing must be held to facilitate their resolution. *Perkins v. Standard Oil Co.*, 399 US 222, 223, 90 S. Ct. 1989, 1990, 26 L. Ed. 2d 534, 538 (S. Ct. 1970); *Lindy Bros. Builders, Inc. v. American Radiator & Standard Sanitary Corp.*, 487 F. 2d at 169-170 (3rd Cir. 1973).

3. **The Court is Negligent in Failing to Hold a Hearing in this Matter Where $47 Million in Damages are at Stake.**

The damages being requested in the two U.S. District Court cases in Nevada and Connecticut, (*Friedman v. Bank of Jackson Hole et al.* and *Plimpton v. Bank of Jackson Hole et al.* total $47 million (*In re Lane*, ECF#1727, page 9). Full evidentiary hearings should be held particularly in cases facing significant damages. *City of Detroit v. Grinnell Corp.*, 495 F. 2d 448 (2nd Cir. 1974); *US v.*

DiMucci, 879 F. 2d 1488 (7th Cir. 1989). Judge Parker does not in her order indicate whether she considered the amount of the damages when she failed to hold an evidentiary hearing (ECF#170).

4. **The Court Even Ignores Plaintiffs' Request to Set a Hearing on the Injunction Motion.**

On December 24, 2020, Plaintiffs state in their Reply to Defendants Friedman and Plimpton's Motion to Dismiss Plaintiffs' Motion for Preliminary and Permanent Injunction (ECF#132) "For the reasons stated, the Court should overrule Defendants' objection and set a hearing on the Injunction Motion." But even though Plaintiffs themselves request that a hearing be set, the Court fails to either schedule or hold a hearing. Even the Plaintiffs recognize the large number of disputed facts and the need for a hearing.

5. **The Court Errs by Ignoring the Common Practice Among Federal Courts in Wyoming and the 10th Circuit in Holding Preliminary Injunction Hearings.**

Federal Courts in the District of Wyoming and the 10th Circuit routinely hold injunction hearings in cases such as this. *Cloud Peak Energy, Inc. v. U.S. Dept of Interior*, 415 F. Supp. 3d 1034 (U.S. District Ct., D. Wyoming, October 8, 2019); *Foremost Insurance Company Grand Rapids, Michigan Inc. v. Kinnan*, Fed. Supp. 2016 WL 9453818 16-CV-152-KHR (U. S. District Court, D. Wyoming. November 08, 2016); *Heideman v. South Salt Lake City* 2003 348 F.3d 1182 2003 WL 22482029 02-4030 (10th Cir., 2003).

C. The Court Erroneously Attempts to Bind Non-Parties to the Preliminary Injunction.

The Court states in its order "Defendants are prohibited from filing any further complaints in any court without first seeking leave of this court whether Defendants initiate the suit or whether the suit is initiated through an assignee." (ECF#170, Page 16). Yet assignees and potential assignees include four other individuals who are also beneficiaries of the Boulder Investment Trust whose property was fraudulently seized through the actions of the Plaintiffs (EXHIBIT 1, Paragraph 3). None of these other four parties were given notice of the preliminary injunction or an opportunity for due process (EXHIBIT 1, Paragraph 4). Consequently, contrary to the Court's Order, it cannot bind assignees other than the Defendants. These is another example where the Court errs in overreaching its legal authority. *See* Rule 65(d)(2) (stating that an injunction binds only enumerated parties "who receive actual notice" of the injunction "by personal service or otherwise"); *See also Brunswick Corp v. Chrysler Corp., 408 F.2d at 337* (7th Cir. 1969).

Non-parties cannot be bound even in privity unless they receive notice of the impending injunction. *ADT LLC v. Northstar Alarm Services, LLC*; (11th Cir. 2017). No evidence was presented that the other Boulder Investment Trust beneficiary assignees or future assignees were given notice of the impending injunction (EXHIBIT 1, Paragraph 5). Consequently, the Court errs in

requiring non-party assignees to seek leave of the Bankruptcy Court in Wyoming before pursuing litigation of any kind.

D. The Court Errs in Ordering the Dismissal of *Friedman v. Bank of Jackson Hole et al.* and *Plimpton v. Bank of Jackson Hole et al.* Plus Two Pending Appeals Where Appellant's Opening Briefs have Been Filed Appealing the Bankruptcy Court's Orders on Barton.

The Court states in its order "Defendants must dismiss any pending litigation, including appeals not within this court or from this court (ECF#170, Page 16)." This requires Defendants to presumably dismiss *Friedman v. Bank of Jackson Hole et al* and *Plimpton v. Bank of Jackson Hole et al.*, both pending in U.S. District Court in Wyoming and two pending appeals regarding the Barton Doctrine including one in which the Court incredibly sanctions a *forma pauperis* party Richard Friedman two years-worth of his current income. The Court in dismissing the pending cases and applying filing restrictions on all Defendants (including Christopher Lane who has never filed a single lawsuit in his entire life and Jeffrey Plimpton who has only filed one lawsuit in his life) gives Plaintiffs all that they are requesting in their Adversarial Proceeding Amended Complaint (ECF#32, Page 15). In the Amended Complaint on Page 15, the Court grants all 7 requests in Plaintiffs' two requests for relief, leaving nothing further for Plaintiffs to gain at trial. The 10th Circuit Court specifically disfavors injunctions "that afford the movant all the relief that it could recover

at the conclusion of a full trial on the merits." *Hernandez v. Grisham*, F.Supp.3d ---- 2020 WL 6063799 CIV 20-0942 JB\GBW (U.S. District Ct., D. New Mexico, October 14, 2020); *RoDa Drilling Co. v. Siegal*, 552 F. 3d 1203 (10th Cir. 2009); *Westar Energy Inc. v. Lake*, 552 F. 3d 1215 (10th Cir. 2009); *Awad v. Ziriax*, 678 F. 3d 1111 (10th Cir. 2012).

Additionally, the 10th Circuit disfavors injunctions which require the nonmoving party to take affirmative action as they are extraordinary remedies. *Little v. Jones*, 607 F. 3d 1245 (10th Cir. 1991). Asking Defendants as nonmoving parties to dismiss their valid lawsuits and appeals is clearly affirmative action.

Only in "exceptional cases" and only the clearest of justifications support dismissal. *Moses Cone Memorial Hospital v. Mercury Const Corp.*, 96 S. Ct. 236 at 818-819. In this case most of the facts are disputed, no hearing was held and independent attorneys have advised Defendants that their cases have legal merit (EXHIBIT 1, Paragraph 6). Nonetheless, the Court dismisses two pending lawsuits and two pending appeals where the Appellants' Opening Briefs have already been filed. It doesn't appear that the Court considered an alternative legal remedy of a stay versus an outright dismissal as suggested in *Zarvela v. Artuz*, 254 F. 3d 374 (2nd Cir. 2001).

Further, it is an abuse of discretion to stay or dismiss at all *McNeese v. Board of Education*, 373 US 668, 674-676 (S. Ct. 1963).

E. The Court Erroneously Places Filing Restrictions on Christopher Lane and Jeffrey Plimpton.

Christopher Lane is a 22-year-old autistic individual. No determination has been made as to his competence (EXHIBIT 2, Paragraph 3). Christopher Lane has never filed a lawsuit in his life nor was he involved in the two lawsuits in this case, *Friedman v. Bank of Jackson Hole et al*. and *Plimpton v. Jackson Hole et al* (EXHIBIT 4, Paragraph 3 & ECF#154, Paragraph 38 Denying). He is not a party to any pending appeal either (EXHIBIT 4, Paragraph 4). Christopher Lane has nonetheless, been unfairly accused by the Court in its statement "The court previously set forth the breadth of Debtor and Defendants' litigation. Defendants have not established any good faith basis to pursue the litigation. Defendants all acted pro se and the litigation in this court, the district courts, and appellate courts posed an unnecessary burden." (ECF#170, Page 15). Yet none of the cases cited by the Court involve Christopher. He did assign his beneficial rights to two trusts and those trusts subsequently assigned those rights to Friedman and Plimpton. Yet, the Court ignores case law and places litigation filing restrictions on Christopher Lane. Since Christopher Lane has never filed a lawsuit, he hardly meets the filing restrictions requirements of *United States v. Kettler*, 934 F.2d 326 (10th Cir. 1991) or *Safir. V. United*

States Lines, Inc., 792 F.2d 19, 24 (2nd Cir.1986), cert. denied, 479 U.S. 1099 (1987).

Further, all three of the other Defendants, Friedman, R. Lane and Plimpton, deny Christopher's involvement in the pending lawsuits (ECF#146, Paragraph 38, ECF#149, Paragraph 38 and ECF#121, Paragraph 38)

Defendants can identify no case law justifying filing restrictions upon a party like Christopher who has never filed a lawsuit in his entire life nor participated in one until Plaintiffs filed the Adversarial Proceeding against him.

F. The Court Has a History of Making Erroneous Findings of Fact and Mistakes All Favoring Plaintiffs in This Case.

The Court has previously failed to hold an evidentiary hearing as requested by Defendants (*In re Lane*, ECF#1727) in the Movant's Motion to Enforce Barton Doctrine (*In re Lane*, ECF#1790, Pages 6-7). Judge Parker denies the requested evidentiary hearing and states "...the court determines a hearing would not materially assist in the resolution of this matter. Therefore, the court considers the matter without hearing." (*n re Lane*, ECF#1787, Page 1). The Court does not in its order indicate whether she considered the amount of the damages or the large number of disputed issues before she denied the motion for evidentiary hearing.

Additionally, in the Barton matter, the Court previously made at least three significant errors in its findings including its erroneous conclusion that Defendant Robert Lane has a criminal history of bankruptcy fraud (*In re Lane*,

ECF#1790, Pages 3-5). For her other errors, please see *In re Lane*, ECF#1790, Pages 3-5. Next, let us next review the Court's current erroneous findings and mistakes.

G. In the Current Matter, the Court Continues to Make Erroneous Findings and Mistakes.

Erroneous Finding#1-That Christopher Lane was involved with lawsuits (ECF#170, Page 15).

This has been universally disputed by Defendants (ECFs#121, 146 & 149) and is unsubstantiated by any evidence presented by Plaintiffs that Christopher Lane has ever been a plaintiff in any lawsuit anywhere (ECF#3 & EXHIBIT 4, Paragraph 4).

Erroneous Finding#2-That Jeffrey Plimpton filed a second lawsuit in Wyoming after Plaintiffs reopened the bankruptcy case (ECF#170. Page 7)

There is simply no lawsuit to support this ridiculous finding by the Court. Plimpton states "Contrary to the Court's finding, I filed no lawsuit in Wyoming or any state after a Motion to Reopen Case (ECF#1636) was filed in the Lane Bankruptcy case on April 17, 2020 (EXHIBIT 3, Paragraph 3).

Erroneous Finding#3-That Debtor was behind all the lawsuits filed against Plaintiffs (ECF#170, Page 7).

Debtor and Defendants have repeatedly disputed this (ECF#120, 121, 146, 149) and Plaintiffs have submitted no evidence to substantiate their claim. Debtor last filed a lawsuit as a Plaintiff in 2015 (EXHIBIT 2, Paragraph ___).

Erroneous Finding#4-Christopher Lane, Richard Friedman and Jeffrey Plimpton Are Bound by the Terms of Settlement Agreements to which They Are Not Parties (ECF#170, Pages 11-12).

These Defendants signatures simply cannot be found on any settlement agreement nor were they given notice of any proposed settlements in the Lane Bankruptcy in 2011-2019 (EXHIBIT 1, Paragraph 8, EXHIBIT 3, Paragraph 4, EXHIBIT 4, Paragraph 5)

H. Plaintiffs Should Not Be Granted a Preliminary Injunction Since They Have Delayed Filing for One, Indicating a Lack of Urgency.

"Preliminary injunctions are generally granted under the theory that there is an urgent need for speedy action…any presumption that infringement alone will cause irreparable harm pending trial, and such delay alone may justify denial of a preliminary injunction…" *Citibank, NA v. Citytrust*, 756 F. 2d 373 (2nd Cir. 1985). "As a general proposition, delay in seeking…preliminary relief cuts against finding irreparable injury." *Kansas Health Care. Assoc. v. Kansas Dept. of Soc. & Reh.*, 31 F. 3d 1536 (10th Cir. 1994). *New Jersey Association of Health Care Facilities, Inc. v. Gibbs*, 838 F. Supp. 881 at 928 U.S. District Court, D. New Jersey, March 4, 1993); *Lydo Entrs, Inc. v. City of Las Vegas*, 745 F. 2d 1211, 1213 (9th Cir. 1984).

In this immediate case,

-Jeffrey Plimpton last filed a lawsuit against Plaintiffs in March, 2020, 3 months prior to Plaintiffs' filing their Motion for Preliminary Injunction on June 12, 2020.

-Richard Friedman filed the Nevada lawsuit in June, 2019, more than a year and a half ago.

-Robert Lane has filed no lawsuits against Plaintiffs in the past four years.

-Christopher Lane has not assigned any interests or claims since May, 2019, almost 2 years ago, and even then, his assignments, in themselves, to two separate trusts, did not directly harm Plaintiffs (ECF#121, EXHIBIT 1. Paragraph 24). Plaintiffs have taken no action to obtain a preliminary injunction against any of the Defendants until now, indicating not only a lack of urgency but that they were not suffering any imminent irreparable harm that would require the extraordinary action of preliminary injunction (ECF#121, EXHIBIT 1, Paragraph 25). Plaintiffs offer no explanation as to why they have waited between 3 months and 1 ½ years since Defendants' last actions before requesting a preliminary injunction. Other than to bring their case before a judge believed by many to biased in their favor, Plaintiffs offer no explanation as to why they did not request a preliminary injunction in other courts where actions were pending and jurisdiction was already established. There is debate in this immediate case as to whether Plaintiffs have yet established jurisdiction over three Defendants in this case: Richard Friedman, Christopher Lane and Jeffrey Plimpton (ECF#121, EXHIBIT 1, Paragraph 26).

Before granting injunctive relief, a court must consider not only the likelihood of success on the merits and the relative harms to the parties, but also the extent to which a party has delayed unnecessarily in bringing the claim. *Nelson v. Campbell,* 541 US 637, 124 S. Ct. 2117, 158 L. Ed. 2d 368 (S. Ct. 2004). In this immediate case, Plaintiffs Motion for Preliminary Injunction should be denied since it is not timely and Plaintiffs have delayed unnecessarily in pursuing a preliminary injunction.

I. Plaintiffs' Preliminary Injunction Should Be Denied as No Certain Non-Economic Irreparable Harm is Demonstrated.

The only certain irreparable harm Plaintiffs allege in their Motion is economic loss due to the expense of defending themselves (ECF#3, Page 21, Paragraph 74). They also argue two potential losses applicable to the attorney Plaintiffs. These losses are speculative and not certain losses and include "a risk of increased [malpractice insurance] premiums and potentially a loss of coverage (ECF#3, Page 21, Paragraph 74)" plus Defendants' actions "may negatively impact their ability to obtain credit (ECF#3, Page 21, Paragraph 74)."

Plaintiffs must establish that they will sustain irreparable harm absent a preliminary injunction. *Verlo v. Martinez,* 820 F.3d at 1126 (10th Cir. 2016). To show irreparable harm, plaintiff must show that injury is certain, great, and not "merely serious or substantial." *Port City Props. v. Union Pac. R.R. Co.,* 518 F.3d 1186, 1190 (10th Cir. 2008). Economic loss "usually does not, in and of itself,

constitute irreparable harm." *Id.* (internal quotation and citation omitted). Additionally, no injunction can issue under Rule 65 unless the asserted irreparable injury is "actual and imminent," not merely remote or speculative. *Siegel v. LePore*, 234 F.3d 1163, 1176 (11th Cir. 2000).

Plaintiffs have produced no evidence of their alleged irreparable harm, either by affidavit or otherwise. They must demonstrate a likelihood of irreparable harm, they are not entitled to a presumption of irreparable injury *Schrier v. University of Colorado*, 427 F. 3d 1253 (10th Cir. 2005).

Plaintiffs allege economic loss, but that is not the basis for an injunction. Their other potential losses of higher malpractice premiums and risk of denied credit are speculative and cannot be used as a basis for a preliminary injunction as these losses are "not certain." Lastly, Plaintiffs present no evidence of "imminent irreparable harm" to justify an injunction.

Plaintiffs argue harm if the stay were not in place. This argument fails to establish irreparable harm. "Mere injuries, however, substantial, in terms of money, time, and energy expended in absence of a stay are not enough." *Sampson v. Murray*, 415 US 61, 94 S. Ct. 937, 39 L. Ed. 2d 166.

Consequently, the injunction should have been denied as Plaintiffs have not demonstrated an irreparable injury that justifies the issuance of a preliminary injunction.

J. Plaintiffs' Motion for Preliminary Injunction Should Have Been Denied Since it is Built Upon a Foundation of False and Unsubstantiated Statements by Plaintiffs.

Plaintiffs make at least 8 false and unsubstantiated statements in their motion for preliminary injunction in their desperate attempt to avoid being held accountable for the fraud and misdeeds they perpetrated. These false statements are delineated in ECF#121, Pages 9-12. The Court appears to accept all of these false and unsubstantiated statements as true, despite a dearth of evidence by Plaintiffs and multiple denials by Defendants.

Yet, Plaintiffs failed to refute in any subsequent filings Robert's claims of false statements in his opposition to the preliminary injunction (ECF#121, Pages 9-12).

"Failure to contest an assertion... is considered evidence of acquiescence..." and acceptance of the assertion as an undisputed fact. *United States v. Hale*, 422 US 171, 95 S. Ct. 2133, 45 L. Ed. 2d 99 (S. Ct, 1975). Consequently, the Court must accept the above statements as "false and/or unsubstantiated."

K. The Preliminary Injunction Dramatically Alters the Status Quo and Should Have Been Denied.

At the time Plaintiffs filed their Motion for Preliminary Injunction, the Connecticut lawsuit against them had already been pending for 3 months and the Nevada case had already been pending for 1 ½ years. That was the status quo.

Now, Plaintiffs want to substantially alter the status quo by dismissing the pending lawsuits instead of maintaining the status quo at the time their adversarial proceeding was filed on June 12, 2020 (ECF#1). Courts disfavor preliminary injunctions like the one Plaintiffs are proposing that alter the status quo. *Schrier v. University of Colorado*, 427 F. 3d 1253 (10th Cir. 2005); *Granny Goose Foods, Inc. v. Teamsters,* 415 US 423, 94 S. Ct. 1113, 39 L. Ed. 2d 435 (S. Ct. 1974); *RoDa Drilling Co. v. Siegal*, 552 F. 3d 1203 (10th Cir. 2009).

CONCLUSION

Based upon statute and case law, it is clear that the Court, deemed biased by multiple parties, erred in granting the extraordinary remedy of a preliminary injunction that dramatically altered the status quo and gave Plaintiffs all of the relief that they were requesting in their underlying Adversarial Proceeding Complaint. The Court's decision should therefore be reversed.

Respectfully Submitted,

Richard Friedman

Christopher Lane

Robert Lane

Jeffrey Plimpton

EXHIBIT 1

AFFIDAVIT OF RICHARD FRIEDMAN

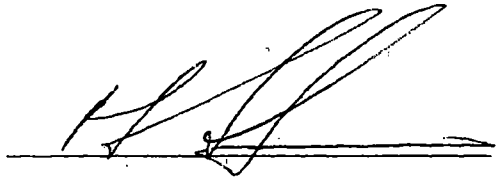
Comes now Richard Friedman and for his Affidavit states the following:

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. Assignees and potential assignees include four other individuals who are also beneficiaries of the Boulder Investment Trust whose property was fraudulently seized through the actions of the Plaintiffs.
4. None of these other four parties were given notice of the preliminary injunction or an opportunity for due process.
5. No evidence was presented that the other Boulder Investment Trust beneficiary assignees or future assignees were given notice of the impending injunction.
6. In this case most of the facts are disputed, no hearing was held and independent attorneys have opined that the cases have legal merit.
7. It has been universally disputed by Defendants (ECFs#121, 146 & 149) and is unsubstantiated by any evidence presented by Plaintiffs that Christopher Lane has ever been a plaintiff in any lawsuit anywhere.
8. My signature simply cannot be found on any settlement agreement nor was I given notice of any proposed settlements in the Lane Bankruptcy in 2011-2019.

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

FURTHER AFFIANT SAYETH NOT.

Dated: March 16, 2021



Richard Friedman

EXHIBIT 2

AFFIDAVIT OF ROBERT M. LANE

Comes now 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. No determination has been made as to Christopher Lane's competence.
4. I last filed a lawsuit as a Plaintiff in 2015.

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

FURTHER AFFIANT SAYETH NOT.

Dated: March 14, 2021

_____

Robert M. Lane

EXHIBIT 3

AFFIDAVIT OF JEFFREY PLIMPTON

Comes now Jeffrey Plimpton 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. Contrary to the Court's finding, I filed no lawsuit in Wyoming or any state after a Motion to Reopen Case (ECF#1636) was filed in the Lane Bankruptcy case on April 17, 2020.
4. My signature simply cannot be found on any settlement agreement nor was I given notice of any proposed settlements in the Lane Bankruptcy in 2011-2019.

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

FURTHER AFFIANT SAYETH NOT.

Dated: March 12 2021

_____

Jeffrey Plimpton

EXHIBIT 4

AFFIDAVIT OF CHRISTOPHER LANE

Comes now Christopher 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 have never filed a lawsuit in my life nor was I involved in the two lawsuits in this case, *Friedman v. Bank of Jackson Hole et al*. and *Plimpton v. Jackson Hole et al*.
4. I am not a party to any pending appeal either.
5. My signature simply cannot be found on any settlement agreement nor was I given notice of any proposed settlements in the Lane Bankruptcy in 2011-2019.

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

FURTHER AFFIANT SAYETH NOT.

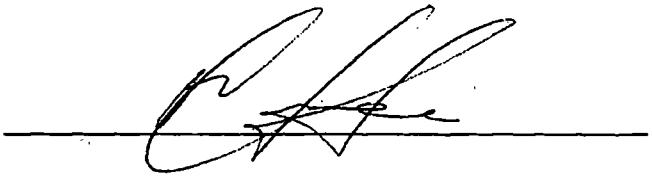
Dated: March 12 2021

_____

Christopher Lane

CERTIFICATE OF SERVICE

This **REQUEST FOR RECONSIDERATION OF ORDER GRANTING MOTION FOR PRELIMINARY INJUNCTION (ECF#170)** was served via the Court's electronic system when it was docketed.



Richard Friedman

EXHIBIT 4

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Attorneys for Gary A. Barney, Chapter 7 Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING

In re:	Case No. 11-20398
	Chapter 7
ROBERT M. LANE aka BOB LANE,	
Debtor.	
GARY A. BARNEY, Chapter 7 Trustee,	Adv. Proc. No.
Plaintiff,	
v.	
PENOBSCOT ENTERPRISES, INC., a Delaware corporation; PENOBSCOT ENTERPRISES, INC. DEFINED BENEFIT PENSION PLAN, a/k/a PENOBSCOT ENTERPRISES DEFINED BENEFIT TRUST; DFWU, LLC, a Delaware limited liability company; PATRICIA A. LANE; and PATRICIA E. LANE	
Defendants.	

COMPLAINT

Gary A. Barney, the Chapter 7 Trustee (the "Chapter 7 Trustee"), brings the following Complaint:

I. PARTIES, JURISDICTION AND VENUE

1. Robert M. Lane ("Debtor") filed his Chapter 7 petition under title 11 of the United States Code (the "Bankruptcy Code") on April 19, 2011 (the "Petition Date") in the United States Bankruptcy Court for the District of Wyoming (Case No. 11-20398; the "Lane Bankruptcy Case").

2. Plaintiff, Gary A. Barney, is the duly appointed Trustee for Debtor's bankruptcy estate.

3. Defendant Penobscot Enterprises, Inc. ("Penobscot") is a corporation formed under Delaware law. Penobscot's registered agent is Harvard Business Services, Inc., 16192 Coastal Hwy, Lewes, Delaware 19958.

4. Defendant Penobscot Enterprises, Inc. Defined Benefit Pension Plan, a/k/a Penobscot Enterprises Defined Benefit Trust ("Penobscot Pension Plan"), is a defined single employer pension plan with one active participant, the Debtor. The trustee of the Penobscot Pension Plan is Debtor's brother Timothy L. Lane, whose address is 174 Large Crescent, Ajax, Ontario, Canada L1T2S5.

5. Defendant DFWU, LLC ("DFWU") is a limited liability company formed in Delaware. DFWU's registered agent is Harvard Business Services, Inc., 16192 Coastal Hwy, Lewes, Delaware 19958.

6. Defendant Patricia A. Lane is Debtor's mother; her address is 24 Sail Master Common, Hilton Head, SC 29928. Patricia A. Lane is the Chairman, President, and a manager of DFWU. She is also a member and owns a 50% interest in the company.

7. Defendant Patricia E. Lane is Debtor's sister; she lives with her mother Patricia A. Lane; her address is also 24 Sail Master Common, Hilton Head, SC 29928. Patricia E. Lane

is the Secretary-Treasurer and a manager of DFWU. She is also DFWU's other member and she too owns a 50% interest in the company.

8. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C.§ 1334 and the automatic referral of bankruptcy matters from the United States District Court for the District of Wyoming under U.S.D.C.L.R. § XIII (A).

9. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

10. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (H) and (O).

II. GENERAL ALLEGATIONS

11. On April 4, 2012, the Chapter 7 Trustee commenced an adversary proceeding in this Court against Debtor and the Riverbend Ranch Trust I ("Riverbend"), Boulder Investment Trust, and Windriver Corp. of WY, LLC ("Windriver"), *Barney v. Lane et al.*, Adv. P. No. 12-02013 (the "Avoidance Action"). Collectively, Debtor, Riverbend, Boulder Investment Trust, and Windriver are sometimes referred to as the "Avoidance Action Defendants."

12. The Chapter 7 Trustee in the Avoidance Action claims that Riverbend, Boulder Investment Trust and Windriver were formed as part of a scheme to hinder, delay or defraud Debtor's creditors, that the assets they are hold are property of the estate in the Lane Bankruptcy Case which must be turned over to the Chapter 7 Trustee, and seeks to avoid in excess of $34 million Debtor transferred to these entities in the ten years prior to his bankruptcy filing.

13. On August 2, 2012, this Court entered its Stipulated Order Granting Preliminary Injunction ("Preliminary Injunction Order") in the Avoidance Action, which, *inter alia*, enjoined the Avoidance Action Defendants from directly or indirectly transferring any assets they owned, titled in their name, or held for their benefit, and which ordered them to accurately and completely disclose all the assets they held. The Avoidance Action Defendants have continuously and repeatedly violated the Preliminary Injunction Order.

14. The Avoidance Action seeks to remedy a long-running fraud perpetrated by the Debtor, with the assistance of his family and friends, in an attempt to thwart creditors' collection actions. That fraud commenced in 1998 in an attempt to secret assets from an existing judgment creditor, Galo Tan.

15. Although the Galo Tan judgment was ultimately paid, Debtor continues the fraud in an effort to preclude his former wife, Vikki L. Lane ("Vikki"), from recovering on a judgment entered in March 2009 in her dissolution action with the Debtor, *Lane v. Lane*, Case No. 1093841, Santa Barbara Superior Court, Anacapa Division, California (the "Divorce Case"). This judgment in the Divorce Case required Debtor to pay Vikki $6,000 per month in child support, $250,000 under a pre-nuptial agreement, and $175,000 in attorneys' fees and costs (the "Divorce Judgment").

16. Since the Divorce Judgment was entered over three years ago, Debtor voluntarily has paid in the aggregate less than $4,000 in child support, and nothing on the remaining portions of the judgment. Twice Debtor has been found in contempt for his failure to meet his support obligations. He served seven days of an 18-day sentence in April of 2010, after which he still refused to pay. In a second contempt proceeding in November 2010, he was sentenced to 51 days in the Santa Barbara County Jail. Immediately upon being bound over to the custody of the sheriff to begin serving his sentence, his sister, defendant Patricia E. Lane, the purported managing director of Windriver and the Secretary, Treasurer and a Manager of DFWU, paid over $96,000 to purge his contempt and secure his release. Since that payment, however, Debtor has continued his refusal to pay the child support and other obligations required by the Divorce Judgment. Currently, including penalties and interest, Debtor owes domestic support obligations significantly in excess of $750,000.

17. Debtor has fraudulently attempted to conceal millions of dollars of his assets from his creditors by creating various legal entities, including Riverbend, Boulder Investment Trust, Windriver, Penobscot, the Penobscot Pension Plan, and DFWU, and transferring money among these various entities. At all times, Debtor controlled and legally or *de facto* owned the assets of these entities, including the entity defendants in this adversary proceeding.

18. Since 1998, Debtor has received distributions of over $50 million from Chatham Capital Corporation, a holding company in which he owned a 33% interest, much of which he has transferred to his various sham entities in an attempt to hide his assets from creditors.

19. Another entity Debtor created in furtherance of his fraud was Specialty Health, LLC ("Specialty"). Debtor was the owner and sole employee of Specialty, which contracted with various hospitals and hospital related entities to provide management services.

20. Debtor, with the assistance of his family members, funneled the money he received through Specialty to Penobscot, another entity Debtor controlled and which was purportedly owned by his sister Patricia E. Lane, and later transferred for no consideration to his brother Timothy L. Lane.

21. Debtor was Penobscot's sole employee.

22. Penobscot's primary business purpose was to channel monies transferred to it by Specialty into the Penobscot Pension Plan in order to hinder, delay or defraud Debtor's creditors.

23. Debtor's Schedule B filed in his Bankruptcy Case on April 19, 2011, lists the value of his interest in the Penobscot Pension Plan as $588,240.00; his Schedule B lists the value of his IRA as $656,039.00. From late 2009 until 2012, these assets were held at the Bank of Jackson Hole in Jackson, Wyoming.

24. On November 16, 2009, Vikki filed a motion in the Divorce Case seeking to join the Penobscot Pension Plan as a party so that Vikki could collect her judgment from distributions made by the Plan.

25. A few days later, on or about November 20, 2009, Debtor formed DFWU.

26. On January 26, 2010, the California Divorce Court entered an order joining the Penobscot Pension Plan as a party in the Divorce Case.

27. On or about March 16, 2010, Vikki filed a motion in the Divorce Case seeking to obtain a Qualified Domestic Relations Order ("QDRO") pursuant to which the Penobscot Pension Plan would be ordered to pay any distributions due to Debtor to Vikki to satisfy Debtor's child support obligations under the Divorce Judgment ("QDRO Motion").

28. On or about April 5, 2010, Debtor filed an opposition to Vikki's QDRO Motion.

29. During April and May 2010, less than two months after the California Divorce Court joined the Penobscot Pension Plan as a party, Debtor transferred the assets in his IRA account and all but $1 of the assets he held in the Penobscot Pension Plan to DFWU.

30. Debtor is not and has never been a member or owner of DFWU. Debtor transferred the assets in the Penobscot Pension Plan and his IRA to DFWU in order to hinder, delay or defraud his creditors.

31. On May 11, 2010, the California Divorce Court issued its order granting Vikki's motion for a QDRO, which required that the Penobscot Pension Plan pay all Debtor's distributions to Vikki ("QRDO Order") to satisfy Debtor's court ordered child support obligation.

32. On September 1, 2010, Vikki filed a motion with the California Divorce Court seeking an order requiring Debtor to turnover the funds he held in his IRA to Vikki in partial satisfaction of the child support award the Court had entered in March 2009.

33. On October 4, 2010, Debtor wrote a letter to the Bank of Jackson Hole (the "Bank"), the custodian of his IRA, purporting to request a distribution from his IRA (now concealed in DFWU) in the amount of $217,838.87 because he had had "been ordered by the Santa Barbara Superior Court to make this withdrawal and turn this amount over to Dr. Vikki L. Lane."

34. At the same time, Debtor drafted a letter on what purports to be Bank of Jackson Hole letterhead for signature by Brian Jones, a Senior Vice President of the Bank. That letter states that the Bank could not comply with the request to distribute Debtor's IRA assets to Vikki because they had been pledged to secure a loan and because they were held in an illiquid investment for which Ms. Lane did not qualify as an owner. That illiquid investment was DFWU. Mr. Jones, a representative of the Bank, testified at deposition in the Avoidance Action that Debtor prepared this letter for him to sign and that he signed it but failed to retain a copy for the Bank's files.

35. On October 5, 2010, the California Divorce Court entered an order requiring that Debtor turnover $217,838.87 of the funds in his IRA.

36. On December 1, 2010, the Bank of Jackson Hole wrote a letter to Vikki's counsel stating that it was unable to comply with the QRDO Order because it did not hold any funds for the Penobscot Pension Plan. At that time, however, the Bank of Jackson Hole held the assets of DFWU. According to the Bank of Jackson Hole's records, and the deposition testimony of its

Senior Vice-President Brian Jones, at that time the Penobscot Pension Plan owned 61.84% of DFWU.

37. On August 8, 2012, the Chapter 7 Trustee filed his Objection to Debtor's Exemptions. That Objection asks the Court to disallow the exemptions Debtor claimed for his Penobscot Pension Plan and IRA, which total $1,244,279.00, approximately 95% of his scheduled assets.

38. Commencing on or about August 23, 2012, a year and a half after he filed for bankruptcy, and continuing through approximately October 2012, Debtor arranged for the transfer of approximately $1.9 million from DFWU to his mother, Patricia A. Lane, and/or to his sister Patricia E. Lane. These transfers were designed to hinder, delay or defraud creditors, to thwart the Trustee's objection to Debtor's exemptions, and to avoid the terms of this Court's Preliminary Injunction Order.

39. On September 28, 2012, in violation of this Court's Preliminary Injunction Order, Debtor recorded a UCC statement with California Secretary of State's office purporting to grant a security interest to DFWU in all of Windriver's assets, including real property, and all of its securities and bank accounts. No loan agreement or other evidence of Windriver's purported debt to DFWU has been disclosed. This purported security interest was created to hinder, delay or defraud Debtor's creditors.

40. In September of 2012, Debtor, Patricia A. Lane, or Patricia E. Lane hired an attorney in Denver and in violation of the Court's Preliminary Injunction Order used Windriver funds to pay his retainer. Since September 2012, that attorney has on several occasions contacted the two largest creditors in the Lane Bankruptcy Case and offered to purchase their claims. Upon information and belief, the funds being made available to purchase these claims

are part of the $1.9 million Debtor fraudulently transferred from DFWU to his mother Patricia A. Lane and/or his sister Patricia E. Lane from August through October 2012. These funds are property of Debtor's bankruptcy estate, which the Debtor, and his mother and sister are attempting to use to circumvent the distribution priority set forth in the Bankruptcy Code.

41. On December 10, 2012, Debtor mailed a document titled "DFWU, LLC Assignment Separate from Certificate" to Vikki's counsel in the Divorce Case. This Assignment is dated July 17, 2012, is purportedly signed by the Trustee of the Penobscot Enterprises Defined Benefit Trust, and purports to transfer to Vikki units of DFWU equivalent to a value of $465,000. This Assignment purports to transfer the assets the Chapter 7 Trustee has claimed are property of the estate pursuant his objection to Debtor's exemptions, and was made in an attempt to thwart the Trustee's objection and to further defraud Debtor's creditors.

FIRST CLAIM FOR RELIEF
(Accounting and Turnover 11 U.S.C. § 542—All Defendants)

42. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

43. Debtor formed Penobscot and DFWU and controls both entities.

44. Penobscot and DFWU were formed by the Debtor with the intent to hinder, delay or defraud creditors.

45. The assets held in the Penobscot Pension Plan and DFWU were property of the Debtor as of commencement of the Lane Bankruptcy Case and thus property of the estate in the Lane Bankruptcy Case.

46. DFWU subsequently transferred assets to Patricia A. Lane and/or Patricia E. Lane.

47. The property purportedly held by the Penobscot Pension Plan and DFWU, and the property transferred from DFWU and/or the Penobscot Pension Plan to Patricia A. Lane and/or Patricia E. Lane is property that the Chapter 7 Trustee may use, sell or lease under § 363 of the Bankruptcy Code.

48. The Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane must provide an accounting of all transfers and/or property they held pre-petition and all transfers they received post-petition, and an accounting of all transfers and/or property they received from or hold on behalf of the Debtor, which is rightfully property of the estate in the Lane Bankruptcy Case.

49. The Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane must deliver to the Chapter 7 Trustee all property they purport to hold for Debtor's benefit.

50. The interests of the Penobscot Pension Plan and DFWU, and the transfers from either the Penobscot Pension Plan or DFWU to Patricia A. Lane and Patricia E. Lane are of material value and benefit to the Debtor's bankruptcy estate.

51. The Trustee is entitled to judgment against the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane for an accounting and turnover pursuant to § 542 of the Bankruptcy Code of all assets they hold which are property of the estate.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment/Piercing the Corporate Veil 28 U.S.C. § 2201 – Penobscot, Penobscot Pension Plan and DFWU)

52. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

53. The financial affairs of the Debtor, Riverbend Ranch Trust, Boulder Investment Trust, Windriver, Specialty, Penobscot, the Penobscot Pension Plan and DFWU are, and have been, hopelessly intertwined and comingled.

54. Penobscot, the Penobscot Pension Plan, and DFWU have not been operated as business entities distinct from the Debtor; their funds and assets have been commingled and Debtor has used them as his personal financing vehicles.

55. Penobscot, the Penobscot Pension Plan, and DFWU have not maintained proper corporate records, and their corporate forms have been misused by the Debtor in order to hinder, delay or defraud creditors.

56. Penobscot, the Penobscot Pension Plan and DFWU are mere corporate shells controlled by Debtor through his family members, they have not followed the requisite legal formalities, and their assets have been used for non-corporate fraudulent purposes.

57. Penobscot, the Penobscot Pension Plan, and DFWU are Debtor's alter egos and their corporate shells should be disregarded and the property they purport to hold turned over to the Chapter 7 Trustee.

58. Continuing to recognize the independent existence of Penobscot, the Penobscot Pension Plan, and DFWU will prejudice legitimate claims of Debtor's creditors.

59. From their inception, Debtor has retained full use and control of the assets of Penobscot, the Penobscot Pension Plan, and DFWU.

60. The Trustee is entitled to judgment declaring that Penobscot, the Penobscot Pension Plan, and DFWU are alter egos of the Debtor and that their corporate forms should be disregarded and their assets turned over to the Chapter 7 Trustee.

THIRD CLAIM FOR RELIEF

(Avoidance and Recovery of Fraudulent Transfers, Actual Fraud against the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane – 11 U.S.C. § 544 and Wyo. Stat. Ann. § 34-14-205(a)(i))

61. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

62. Before the Petition Date, Debtor transferred substantial assets to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane with the intent to hinder, delay or defraud creditors.

63. At all times relevant hereto, and with respect to every transfer Debtor made from 1998 to the Petition Date, he had one or more creditors whose claims arose either before or after each transfer who continue to hold valid claims against him, including without limitation Galo Tan and Vikki.

64. Debtor made or directed the transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane with the actual intent to hinder, delay, or defraud his creditors.

65. As a result of the foregoing, the four-year period set forth in the Wyoming Uniform Fraudulent Transfer Act ("WUFTA"), Wyo. Stat. Ann. § § 34-14-210, does not limit the Trustee's recovery. Accordingly, pursuant to Wyo. Stat. Ann. §§ 34-14-208(a), 34-14-209, and 34-14-210(a), the Chapter 7 Trustee is entitled to judgment avoiding every transfer he made or directed to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane, directing that the transfers be set aside, and recovering the transfers, or the value thereof, for the benefit of the estate in the Lane Bankruptcy Case.

FOURTH CLAIM FOR RELIEF
(Avoidance and Recovery of Fraudulent Transfers, Constructive Fraud against the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane – 11 U.S.C. § 544 and Wyo. Stat. Ann. § 34-14-205(a)(ii))

66. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

67. Before the Petition Date, Debtor transferred interests in property that he owned to the Penobscot Pension Plan, DFWU, Patricia A. Lane and Patricia E. Lane.

68. All of the transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane were made while the Debtor was insolvent or was engaged in a business or a transaction for which his remaining property was unreasonably small capital.

69. Debtor knew or should have known at the time he directed the transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane that he was insolvent or that he would incur debts beyond his ability to pay them as they became due.

70. Debtor received less than reasonably equivalent value in exchange for the pre-petition transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane.

71. The Trustee is entitled to a judgment avoiding all pre-petition transfers of Debtor's property to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane or the value thereof, for the benefit of the estate.

FIFTH CLAIM FOR RELIEF
(Avoidance and Recovery of Fraudulent Transfers, Actual Fraud against the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane – 11 U.S.C. §§548, 550, 551)

72. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

73. Before the Petition Date, Debtor transferred interests in property that he owned to the Penobscot Pension Plan, DFWU, Patricia A. Lane and Patricia E. Lane.

74. The Penobscot Pension Plan and DFWU are self-settled trusts or similar devices.

75. The Debtor is the ultimate beneficiary of the Penobscot Pension Plan and DFWU, although its nominal owners are defendants Patricia A. Lane and Patricia E. Lane.

76. The Debtor made and or directed the transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane with the actual intent to hinder, delay, and defraud his existing and future creditors.

77. Debtor fraudulently concealed the transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane; to the extent that such transfers occurred more than two years before the Petition date, even if the two-year statute of limitations set forth in 11 U.S.C. § 548(a)(1) is deemed applicable, that statute was tolled by Debtor's fraudulent concealment.

78. The Trustee is entitled to judgment avoiding all transfers Debtor made or directed to be made to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane or the value thereof, for the benefit of the estate.

SIXTH CLAIM FOR RELIEF
(Avoidance and Recovery of Fraudulent Transfers, Constructive Fraud against the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane – 11 U.S.C. §§548, 550, 551)

79. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

80. Before the Petition Date, Debtor transferred interests in property that he owned to the Penobscot Pension Plan, DFWU, Patricia A. Lane and Patricia E. Lane.

81. Debtor fraudulently concealed the transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane; to the extent that such transfers occurred more than two years before the Petition date, even if the two-year statute of limitations set forth in

11 U.S.C. § 548(a)(1) is deemed applicable, that statute was tolled by Debtor's fraudulent concealment.

82. All of the transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane were made while the Debtor was insolvent or was engaged in a business or a transaction for which his remaining property was unreasonably small capital.

83. Debtor knew or should have known at the time he directed the transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane that he was insolvent or was engaged in a business or a transaction for which his remaining property was unreasonably small capital.

84. Debtor received less than reasonably equivalent value in exchange for the pre-petition transfers to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane.

85. The Trustee is entitled to a judgment avoiding all transfers of Debtor's property to the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane or the value thereof, for the benefit of the estate.

SEVENTH CLAIM FOR RELIEF
(Avoidance of Post-Petition Transfers Patricia A. Lane and Patricia E. Lane – 11 U.S.C. §§549, 550, 551)

86. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

87. After the Petition Date, between August 2012 and October 2012, Debtor directed transfers of approximately $1.9 million from DFWU to his mother Patricia A. Lane and/or his sister Patricia E. Lane.

88. The $1.9 million transferred by Debtor post-petition to his mother Patricia A. Lane and/or his sister Patricia E. Lane have been made available by the Debtor to purchase

claims made against Debtor's estate, to fund Debtor's still extravagant lifestyle, and to pay attorneys' fees.

89. Debtor controls and is the ultimate beneficiary of the $1.9 million fraudulently transferred to Patricia A. Lane and/or Patricia E. Lane.

90. The Trustee is entitled to a judgment avoiding all post-petition transfers of Debtor's property to Patricia A. Lane and/or Patricia E. Lane or the value thereof, for the benefit of the estate.

WHEREFORE, the Trustee requests that the Court enter orders and judgment as follows:

A. Ordering Defendants to provide a full accounting of all their assets and to turnover all assets they received as fraudulent transfers to the Trustee for the benefit of the estate;

B. Declaring Penobscot, the Penobscot Pension Plan, and DFWU invalid shells and alter-egos of the Debtor;

C. Avoiding all transfers of his property that Debtor made or directed to Penobscot, the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane and transferring those assets or the value thereof to his bankruptcy estate;

D. Judgment against the Penobscot Pension Plan, DFWU, Patricia A. Lane, and Patricia E. Lane for the value of the transfers they received;

E. Imposition of a constructive trust on the Defendants' assets to the extent of the fraudulent transfers they received;

F. For a preliminary injunction restraining the Defendants from further transferring any property they hold for Debtor's benefit;

G. For pre- and post-judgment interest, costs, and attorneys' fees as allowed by law; and

H. For any additional relief the Court deems appropriate.

Dated: December 19, 2012.

LINDQUIST & VENNUM P.L.L.P.

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EXHIBIT 5

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING

In re: ROBERT M. LANE aka BOB LANE, Debtor.	Case No. 11-20398 Chapter 7
GARY A. BARNEY, Chapter 7 Trustee, Plaintiff, v. ROBERT M. LANE, individually and as the *de facto* Trustee of the RIVERBEND RANCH TRUST I and the BOULDER INVESTMENT TRUST, and as *defacto* manager of WINDRIVER CORP OF WY, LLC; THE RIVERBEND RANCH TRUST I, and MATTHEW W. LANE, as its Trustee; BOULDER INVESTMENT TRUST, and COLLEEN LANE, as its Trustee; WINDRIVER CORP. OF WY, LLC, a Delaware limited liability company and PATRICIA E. LANE, as its managing director, Defendants.	Adv. Proc. No. _____

COMPLAINT

Gary A. Barney, the Chapter 7 Trustee, brings the following Complaint:

I. PARTIES, JURISDICTION AND VENUE

1. Defendant Robert M. Lane ("Debtor") filed his Chapter 7 petition under title 11 of the United States Code (the "Bankruptcy Code") on April 19, 2011 (the "Petition Date") in the United States Bankruptcy Court for the District of Wyoming (Case No. 11-20398; the "Lane Bankruptcy Case"). Debtor is sued both in his individual capacity and as the *de facto* trustee of the Riverbend Ranch Trust I and the Boulder Investment Trust, and as the *de facto* manager of the Windriver Corp of WY, LLC.

2. Plaintiff, Gary A. Barney, is the duly appointed Trustee for Debtor's bankruptcy estate.

3. Defendant Riverbend Ranch Trust I ("Riverbend Ranch Trust") purports to be an irrevocable trust established as of January 1998.

4. Defendant Matthew W. Lane is Debtor's brother, and is the purported trustee of the Riverbend Ranch Trust; he resides at 2009 W. Bradley Place, Chicago, Illinois 60618.

5. Defendant Boulder Investment Trust purports to be an irrevocable trust established on May 21, 2000. The Riverbend Ranch Trust and the Boulder Investment Trust are referred to hereafter as the "Lane Trusts."

6. Defendant Colleen Lane is Debtor's sister-in-law, and is purportedly the current trustee of the Boulder Investment Trust; she resides at 78 Kings Highway South, Westport, Connecticut 06880.

7. Defendant Windriver Corp. of WY, LLC ("Windriver") is a Delaware limited liability company that was formed on or about February 28, 2000.

8. Defendant Patricia E. Lane is Debtor's sister, and she resides at 1 Mountain View Lane, Minersville, Pennsylvania 17954. Ms. Lane is the purported manager of Windriver.

9. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C.§ 1334 and the automatic referral of bankruptcy matters from the United States District Court for the District of Wyoming under U.S.D.C.L.R. § XIII (A).

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1409.

11. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (H) and (O).

II. GENERAL ALLEGATIONS

A. THIS COMPLAINT SEEKS TO REMEDY DEBTOR'S LONGSTANDING ATTEMPTS TO DEFRAUD HIS CREDITORS.

12. Despite the schedules he has filed in his Bankruptcy Case, Debtor lives the life of an extremely wealthy man. His primary residence is a $2 million home in Wilson, Wyoming, and he has access to a home in Montecito, California (near Santa Barbara) worth in excess of $10 million that is adorned with expensive artwork (valued at over $1.6 million, which includes original works from Renior, Pissarro, and Glackens) and extravagant furnishings. Windriver paid cash for the Wilson and Montecito properties, and all expenses for the homes are paid by Windriver.

13. The address of the Montecito residence is 743 Lilac, Santa Barbara, CA (APN 007-070-45).

14. The address of the Wilson residence is 5455 Woodchuck Road, Wilson, WY 83014 (PIDN: 22-40-17-10-3-03-001).

15. Debtor owns or controls an extensive wine collection, over $1.5 million in gold and silver coins, and securities accounts worth in excess of $10 million. None of these assets are listed on Debtor's bankruptcy schedules.

16. This adversary proceeding seeks to remedy a long-running fraud perpetrated by the Debtor, with the assistance of his family and friends, in an attempt to thwart creditors'

collection actions. The fraud commenced in 1998 in an attempt to secret assets from an existing judgment creditor, Galo Tan.

17. Although the Tan judgment was ultimately paid, Debtor continues the fraud in an effort to preclude his former wife, Vikki L. Lane ("Vikki"), from recovering on a judgment entered in March 2009 in her dissolution action with the Debtor (which has been affirmed on appeal). This "Divorce Judgment" required Debtor to pay Vikki $6,000 per month in child support, $250,000 under a pre-nuptial agreement, and $175,000 in attorneys' fees and costs.

18. Since the Divorce Judgment was entered approximately three years ago, Debtor voluntarily has paid less than $4,000 in child support, and nothing on the remaining portions of the judgment. Twice Debtor has been found in criminal contempt for his failure to meet his support obligations. He served seven days of an 18-day sentence in April of 2010, after which he still refused to pay. In a second contempt proceeding in November 2010, he was sentenced to 51 days in the Santa Barbara County Jail. Immediately upon being bound over to the custody of the sheriff to begin serving his sentence, his sister, Patricia E. Lane, the purported managing director of Windriver, paid over $96,000 to purge his contempt and secure his release. Since that payment however, Debtor has continued his refusal to pay the child support and other obligations required by the Divorce Judgment. Currently, including penalties and interest, Debtor owes domestic support obligations significantly in excess of $750,000.

19. Debtor has perpetrated the fraud through the creation of various legal fictions, including the Lane Trusts and Windriver. Since 1998, Debtor has received stock distributions of over $50 million from Chatham Capital Corporation, a holding company in which he owns a 33% interest, much of which he has transferred to these sham entities in an attempt to hide his assets from creditors.

B. THE TAN LITIGATION

20. In 1992, Debtor was a counterclaim defendant in litigation pending in the Circuit Court of Cook County, Illinois, *Forest Group, Inc. v. Forest Partners II, L.P.*, Case No. 92-CH-2327 (the "Tan Litigation").

21. A ten-day bench trial in the Tan Litigation occurred in September and October 1997. On October 3, 1997, the trial court in the Tan Litigation entered judgment against Debtor and others, jointly and severally, for approximately $1.4 million, which included $300,000 in punitive damages.

22. After an appeal and remand, on June 27, 2003, the trial court increased the 1997 judgment and awarded Dr. Tan compensatory damages of $555,645 and punitive damages of $1,111,290 against Debtor and others, jointly and severally. The Court found that the award of punitive damages was appropriate because Debtor and his partner, Randall Pittman, had engaged in intentional and deceitful conduct, including the creation of fraudulent documents.

23. On November 7, 2003, the trial court in the Tan Litigation again revised its award and entered judgment against Debtor and others, jointly and severally, this time increasing the judgment to $670,128 in compensatory damages, and $1,340,256 in punitive damages.

24. After a second appeal, that judgment was affirmed on August 28, 2007. Ultimately, Chatham Capital Corporation paid this judgment.

C. THE RIVERBEND RANCH TRUST

25. While the initial appeal in the Tan Litigation was pending, but after the initial $1.4 million judgment had been entered against him, Debtor arranged for the formation of the Lane Trusts in an attempt to defraud Tan, his then existing judgment creditor.

26. The Riverbend Ranch Trust purports to be an irrevocable trust dated as of January 1, 1998, but was not actually executed until months later in the fall of 1998.

27. The Grantor of the Riverbend Ranch Trust purports to be John T. Rudnick ("Rudnick"), Debtor's closest friend, whom he has known since high school. The trustee of the Riverbend Ranch Trust purports to be Debtor's brother Matthew W. Lane.

28. Debtor is the sole lifetime beneficiary of the Riverbend Ranch Trust. The Riverbend Ranch Trust Agreement gives Debtor the unconditional right to receive all income from the Trust and to distributions of all principal and interest that the trustee determines are necessary for his health, support and maintenance. The Debtor also has the right under the Riverbend Ranch Trust Agreement to require the trustee to make all or part of the principal of the trust productive or to promptly convert any unproductive part of the trust corpus into productive property. The Trust Agreement also gives Debtor the right at any time and for any or no reason to remove any trustee and appoint a successor trustee.

29. The Riverbend Ranch Trust Agreement contains a spendthrift provision that purports to protect the assets of the trust from Debtor's creditors. The attorney who prepared the Lane Trusts has indicated that "there may be an asset protection motive to the creation of" the Riverbend Ranch Trust.

D. THE BOULDER INVESTMENT TRUST AND WINDRIVER CORP OF WY, LLC

30. The Boulder Investment Trust was formed in May 21, 2000, while the judgment that had been entered against Debtor in the Tan Litigation was on appeal.

31. The Grantor of the Boulder Investment Trust was Debtor's then wife Vikki.

32. The purported initial trustee of the Boulder Investment Trust was again Debtor's longtime friend Rudnick.

33. As with the Riverbend Ranch Trust, Debtor is the sole lifetime beneficiary of the Boulder Investment Trust. The Boulder Investment Trust Agreement also gives Debtor the unconditional right to receive all income from the Trust and to distributions of all principal and

interest that the trustee determines are necessary for his health, support and maintenance. The Debtor also has the right under the Boulder Investment Trust Agreement to require the trustee to make all or part of the principal of the trust productive or to promptly convert any unproductive part of the trust corpus into productive property. The Boulder Investment Trust Agreement also grants Debtor the right at any time and for any or no reason to remove any trustee and appoint a successor trustee.

34. The Boulder Investment Trust Agreement also contains a spendthrift provision that purports to protect the assets of the trust from Debtor's creditors.

35. At or about the time the Boulder Investment Trust was formed, Debtor transferred virtually all of his personal assets to Vikki and instructed her to transfer those assets to the Boulder Investment Trust.

36. The Debtor admitted to Vikki that he was creating the Boulder Investment Trust and arranging for the transfer of all his assets to it to prevent creditors from reaching his assets.

37. The assets Debtor transferred to Vikki, which she thereafter transferred to the Boulder Investment Trust, included his 100% ownership interest in Windriver, his extensive art collection, and at least $2 million in marketable securities.

38. The Boulder Investment Trust remains Windriver's sole owner.

39. Patricia E. Lane, Debtor's sister, purports to be Windriver's manager.

E. THE CHATHAM SHARES

40. In 1998, when Debtor formed the Riverbend Ranch Trust, he owned 1,666.6667 shares of the stock of Chatham Capital Corporation, a Delaware corporation ("Chatham"). Chatham owned and operated bariatric (gastric bypass) surgical centers throughout the United States. At the time Chatham had, and still has, 5,000 issued and outstanding shares.

41. Chatham's other shareholder in 1998 was Randall Pittman. Debtor and Pittman formed Chatham in the early 1990s and it became the primary source of Debtor's vast wealth. Pittman was held jointly and severally liable with the Debtor for the judgment in the Tan Litigation.

42. Pittman was and remains Chatham's controlling shareholder and owns approximately two-thirds of Chatham's outstanding shares.

43. In or about 1998, Debtor purportedly sold one of his Chatham shares to Rudnick for $200,000.

44. The Schedule of Property attached to the Riverbend Ranch Trust Agreement lists the property purportedly transferred into the Riverbend Ranch Trust as including $2.00 in cash and an option to purchase 1664 of Debtor's Chatham shares, purportedly for that same $2.00.

45. Debtor claims that he gave Rudnick the $2.00 with which Rudnick in 1998 purportedly exercised the option to purchase 1664 of Debtor's Chatham shares. Plaintiff has not discovered any written evidence of this alleged option or its exercise.

46. In 2001, years after he had purportedly "sold" his shares to the Riverbend Ranch Trust for $2.00, Debtor personally donated 36 of his Chatham shares to Hillsdale College, a small liberal arts college in Michigan. Debtor claimed a $5,248,800 charitable contribution deduction on his 2001 individual federal income tax return for this donation based on an appraised value of $145,800 per Chatham share. Thereafter, Hillsdale College named one of its buildings Lane Hall.

47. In an undated document, purportedly effective October 24, 2003, Debtor assigned his "100% interest in any legal rights I may have to gross distributions, dividends, or other payments from Chatham Capital Corporation to the Riverbend Ranch Trust I."

48. Nevertheless, at the end of December 2003, Debtor again personally donated 25 of his Chatham shares, this time to the University of Michigan. Debtor claimed a $5,325,000 charitable contribution deduction on his 2003 individual federal income tax return for this donation based on an appraised value of $213,000 per Chatham share.

49. Chatham has recognized the stock transfers to Rudnick, Hillsdale College, and the University of Michigan, but not the purported transfer of shares to the Riverbend Ranch Trust. Chatham's records still reflect that Debtor owns 1,604.6667 Chatham shares (the "Chatham Shares").

50. If these Chatham Shares are worth $200,000, Debtor's ownership interest in Chatham is worth in excess of $320,000,000. Even if worth only one-tenth of that, $20,000 per share, Debtor's ownership interest would still be worth $32,000,000.

51. Debtor's bankruptcy Schedule I lists income of $500 per month. His Schedule B lists his "Possible shares in Chatham Capital Corp." and indicates that he is "not certain of value or ownership interest." The scheduled value of the shares is $0.00.

F. THE CHATHAM DISTRIBUTIONS AND TRANSFERS TO THE BOULDER INVESTMENT TRUST AND WINDRIVER

52. Between 1998 and June 2009, Debtor received at least 19 distributions from Chatham exceeding $52,000,000 pursuant to his ownership of the Chatham Shares. Debtor's Schedule K-1s attached to his federal income tax returns reflect cash distributions to him during this period of $40,613,853.

53. Chatham has never recognized Debtor's purported transfer of his Chatham Shares to the Riverbend Ranch Trust, and has made all of its distributions directly to the Debtor via the trust account of Debtor's Michigan counsel, Barris, Sott, Denn & Driker, P.L.L.C ("Barris Sott"). Chatham never made any distribution directly to the Riverbend Ranch Trust.

54. During the ten years prior to the Petition Date, Debtor received twelve transfers from Chatham totaling at least $45,338,937.03. Debtor's Schedule K-1s attached to his individual federal income tax returns show Chatham cash distributions of $33,154,872 to him during this period.

55. Between 1998 and the Petition Date, Debtor transferred at least $34,574,167.41 to the Boulder Investment Trust and Windriver. During the ten years prior to the Petition Date, Debtor transferred at least $5,064,933.44 to the Boulder Investment Trust, and $28,962,321.97 to Windriver. These "Boulder Investment Trust Transfers" and "Windriver Transfers" were contemporaneously made upon Debtor's receipt of the distributions from Chatham, and were made by the Debtor without receiving any consideration in return with the actual intent to hinder, delay, or defraud creditors.

56. Although Chatham never made any distributions to the Riverbend Ranch Trust, the June 30, 2007, Balance Sheet for the Boulder Investment Trust lists a $22,900,000 liability owed to the Riverbend Ranch Trust. This $22.9 million liability purportedly reflected cash transfers of the Chatham distributions from the Riverbend Ranch Trust to the Boulder Investment Trust. In fact, the Riverbend Ranch Trust never even had a bank account into which it could have received any distributions from Chatham, and it never transferred any assets to the Boulder Investment Trust.

57. Matthew Lane, Debtor's brother and the nominal trustee of the Riverbend Ranch Trust, testified at his deposition on August 13, 2009 (taken in connection with Vikki's post-judgment collection efforts), that the Riverbend Ranch Trust entered into a loan agreement with the Boulder Investment Trust whereby the Boulder Investment Trust agreed to repay the Riverbend Ranch Trust for the Chatham distributions the Riverbend Ranch Trust had purportedly

assigned to it. The loan agreement and the assignment of the Chatham distributions were purportedly verbal, and no documents evidencing them have been produced.

58. Boulder Investment Trust's March 20, 2009, Balance Sheet, however, does not reflect any liability owed to the Riverbend Ranch Trust. Matthew Lane explained this absence, testifying that sometime between June 30, 2007, and March 20, 2009, the Riverbend Ranch Trust simply forgave the $22.9 million debt without receiving anything in return because "at the end of the day, Bob Lane is the beneficiary for both trusts."

59. As of December 31, 2010, Boulder Investment Trust's Balance Sheet listed Windriver as its asset, and indicated that Windriver held the following assets:

Asset	**Listed Value**
Bank Accounts	$25,000
Securities Accounts	13,164,300
Gold Coins	1,421,600
Silver Coins	309,100
Noodles & Co. Privately Held Stock (100,000 shares)	1,656,000
Art	1,676,956
Collectibles	102,000
Residential property, Wilson, Wyoming	2,100,000
Residential property, Santa Barbara, California	7,500,000
Furnishings for Santa Barbara property	184,200
ILMMB, Inc.	150,000
Loans payable	1,335,000
Legal claim	75,000

Asset	Listed Value
Total	**$29,924,156**

60. Boulder Investment Trust's December 31, 2010, Balance Sheet does not include Debtor's extensive wine collection or his collection of fountain pens.

61. All of Boulder Investment Trust and Windriver's assets were acquired using money received from Lane's fraudulent transfer to them of the Chatham distributions.

62. Debtor is the *de facto* settlor of the Lane Trusts, and is and has been throughout their existence their *de facto* trustee. Debtor is also the *de facto* owner and manager of Windriver. The Lane Trusts and their purported trustees, and Windriver and its purported manager, are mere instrumentalities of the Debtor. Throughout their existence, the Lane Trusts and Windriver, and their assets, have been owned and controlled by the Debtor, and he has treated their assets as his own.

63. Although the nominal grantor of the Riverbend Ranch Trust was Debtor's close friend Rudnick, and although the nominal grantor of the Boulder Investment Trust was his former wife Vikki, the assets placed into both trusts were the Debtor's, the Debtor was and is the sole lifetime beneficiary of the trusts, he has retained the power to direct the trustees' investment decisions and the sole discretion to remove the trustees and appoint trustees of his choosing at any time.

64. Trust formalities were not followed by the Lane Trusts. For example, although the Riverbend Ranch Trust purports to own the Chatham Shares, it never even had a bank account into which the Chatham distributions could be deposited, and it never filed tax returns.

65. This lack of formality is further evidenced by the Riverbend Ranch Trust entering into a $22.9 million verbal loan agreement with the Boulder Investment Trust and then verbally,

without consideration, simply forgiving the purported debt and ignoring the fact that these two trusts name slightly different remainder beneficiaries upon Debtor's death.

66. Debtor also uses the assets of the Boulder Investment Trust, via Windriver, to pay his personal living expenses and finance an extravagant lifestyle. Debtor resides rent-free in either the Wilson, Wyoming home, or the Montecito, California residence owned by Windriver, and pays personal expenses through Windriver. In 2008, he testified that he was told by the trustee of the Boulder Investment Trust to vacate the Montecito residence because it was to be readied for listing for sale. The home has still not been sold and is not currently listed for sale.

67. Since October 2008, Debtor has removed and replaced the trustee of the Boulder Investment Trust twice. Its trustee now purports to be Debtor's sister-in-law, Colleen Lane.

68. On December 27, 2008, Boulder Investment Trust's former trustee, Duane Bernard, indicated that he had "arranged the sale of all Trust assets along with the simultaneous assumption of all of its liabilities with negotiated terms that are consistent with fair market values and the appraised value of the assets."

69. The Debtor testified under oath in his divorce trial on November 5, 2008, that the Boulder Investment Trust was valueless and being liquidated. He has also testified under oath on April 14 and 15, 2010, in his first contempt trial for failing to pay child support, that the Boulder Investment Trust and all its liabilities had been sold to an entity with which he had no familial or prior relationship.

70. In 2009, Debtor, through the then Boulder Investment Trust trustee, arranged to form several South Dakota limited liability companies, Provident Holding, LLC, Provident Operating, LLC, and Providence Healthcare, LLC (the "Providence Entities"). Boulder Investment Trust is the sole member of these LLCs.

71. On December 29, 2009, the Boulder Investment Trust signed an Agreement to Purchase Assets and Assume Liabilities ("Purchase Agreement") in which it purported to transfer all of its assets and liabilities to Providence Healthcare, LLC ("Providence") in exchange for $1.00. Providence never signed the Purchase Agreement.

72. This putative transaction was designed by Debtor to further hinder Vikki from collecting her court-ordered child support and her Divorce Judgment.

73. As evidenced by Boulder Investment Trust's December 31, 2010, Balance Sheet, submitted to the Bank of Jackson Hole, Boulder Investment Trust still owns the assets identified in paragraph 59 above, which were purportedly the subject of the Purchase Agreement.

74. Although the contemplated liquidation and/or sale of Boulder Investment Trust never occurred, the existence of the scheme to do so is further evidence of Debtor's efforts to hinder, delay, or defraud creditors.

FIRST CLAIM FOR RELIEF
(Accounting and Turnover against all Defendants – 11 U.S.C. § 542)

75. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

76. The assets of the Lane Trusts and Windriver were property of the Debtor as of commencement of the Lane Bankruptcy Case.

77. The property purportedly held by the Lane Trusts and Windriver is property that the Chapter 7 Trustee may use, sell or lease under § 363 of the Bankruptcy Code.

78. Defendants must provide an accounting of all transfers and/or property they held pre-petition and an accounting of all transfers and/or property they received from or hold on behalf of the Debtor, which is rightfully property of the estate,

79. Defendants must deliver to the Chapter 7 Trustee all property they purport to hold, including the Chatham Shares stock certificates, the Montecito and Wilson residences, all bank and investment accounts, securities, safe deposit boxes, gold and silver coins and artwork.

80. The interests of the Lane Trusts and Windriver are of material value or benefit to the Debtor's bankruptcy estate.

81. The Trustee is entitled to judgment against Debtor, the Lane Trusts, and Windriver for an accounting and turnover of all of their assets pursuant to § 542 of the Bankruptcy Code.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment/Sham Trusts against the Lane Trusts and Windriver – 28 U.S.C. § 2201)

82. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

83. The financial affairs of the Debtor, the Lane Trusts, and Windriver are, and have been, hopelessly intertwined and comingled.

84. As set forth above, Debtor controls the Lane Trusts, which have disregarded legal formalities, and Debtor has used the Lane Trusts' property as his own.

85. The Lane Trusts are shams designed to defraud creditors.

86. The California court of appeals in Debtor's divorce proceedings found that "[t]here was substantial evidence that . . . [the Lane Trusts and Windriver] were created by Robert [Lane] and his friends and family with his assets and under his direction in order to avoid tax and creditor liabilities."

87. Continuing to recognize the independent existence of the Lane Trusts and Windriver will prejudice legitimate claims of Debtor's creditors.

88. From inception of the Lane Trusts, Debtor has retained full use and control of the Lane Trusts' and Windriver's assets.

89. The Trustee is entitled to judgment declaring the Lane Trusts sham trusts under applicable law and that the Lane Trusts' assets, including Windriver, are Debtor's assets and therefore property of the bankruptcy estate, including both the Montecito and Wilson homes.

THIRD CLAIM FOR RELIEF
(Avoidance and Recovery of Fraudulent Transfers, Actual Fraud against the Lane Trusts and Windriver – 11 U.S.C. § 544 and Wyo. Stat. Ann. § 34-14-205(a))

90. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

91. At all times relevant hereto, and with respect to every transfer Debtor made from 1998 to the Petition Date, he had one or more creditors whose claims arose either before or after each transfer who continue to hold valid claims against him.

92. Debtor made or directed the transfers with the actual intent to hinder, delay, or defraud his creditors.

93. As a result of the foregoing, the four-year period set forth in the Wyoming Uniform Fraudulent Transfer Act ("WUFTA"), Wyo. Stat. Ann. § § 34-14-210, does not limit the Trustee's recovery. Accordingly, pursuant to Wyo. Stat. Ann. §§ 34-14-208(a), 34-14-209, and 34-14-210(a), the Receiver is entitled to a judgment avoiding every transfer Debtor made, directing that the transfers be set aside, and recovering the transfers, or the value thereof, for the benefit of the Estate.

FOURTH CLAIM FOR RELIEF
(Avoidance and Recovery of Fraudulent Transfers, Actual Fraud against the Lane Trusts and Windriver – 11 U.S.C. §§548, 550, 551)

94. The Trustee incorporates the prior allegations of this Complaint as if fully set forth herein.

95. Debtor transferred interests in property that he owned to the Boulder Investment Trust and Windriver during the ten years prior to filing his bankruptcy Petition.

96. The Lane Trusts and Windriver are self-settled trusts or similar devices.

97. The Debtor is the beneficiary and *de facto* trustee of the Lane Trusts and the *de facto* owner and manager of Windriver.

98. The Debtor made the Boulder Investment Trust Transfers and the Windriver Transfers with actual intent to hinder, delay, and defraud his existing and future creditors.

99. The Trustee is entitled to a judgment avoiding all transfers to the Lane Trusts and Windriver, or the value thereof, for the benefit of the estate.

WHEREFORE, the Trustee requests that the Court enter orders and judgment as follows:

A. Ordering Defendants to provide a full accounting of all their assets and to turnover all of their assets, including title to the Montecito and Wilson properties and the Chatham shares, to the Trustee for the benefit of the estate;

B. Declaring the Lane Trusts invalid sham trusts;

C. Avoiding all of Debtor's transfers to the Lane Trusts and Windriver, and transferring those assets to the bankruptcy estate;

D. Judgment against the Lane Trusts and Windriver for the value of the transfers they received;

E. Imposition of a constructive trust on all of the Defendants' assets;

F. For pre- and post-judgment interest, costs, and attorneys' fees as allowed by law; and

G. For any additional relief the Court deems appropriate.

Dated: April 4, 2012.

LINDQUIST & VENNUM P.L.L.P.

By: /s/ John C. Smiley, Esq.
John C. Smiley (Wyoming Bar No. 5-2381)
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Attorneys for Gary Barney, Chapter 7 Trustee

EXHIBIT 6

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EXHIBIT 7

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

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

Robert M. Lane — Appellant.

v.

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

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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 ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

CERTIFICATE OF SERVICE

The Reply to Defendants' Objection to Motion to Reinstate Wrongly Dismissed Appeal Under Rule 260 was sent via Fed Ex to all appellees/defendants via their counsel:

Russell Patterson, Esq.
19 Shelter Cove Ln., Suite 107
Hilton Head Island, SC 29928

RECEIVED
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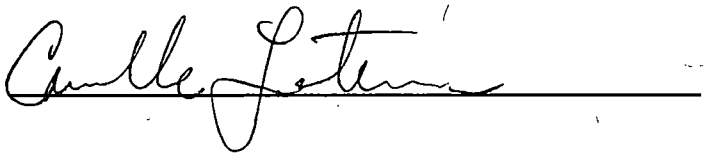
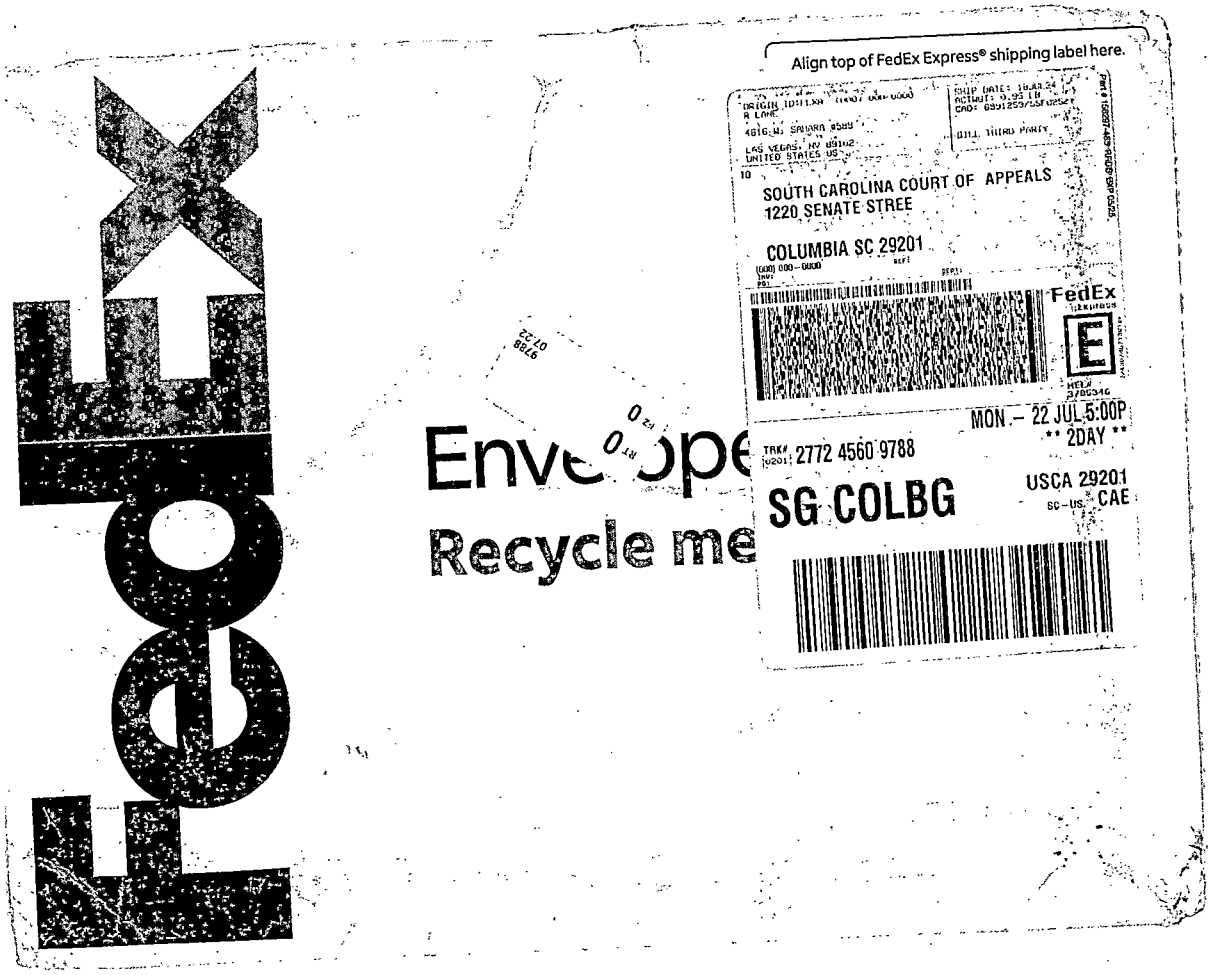
SC Court of Appeals

Sincerely,

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