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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

EVANDER KANE,  
  
Petitioner,  
  
vs.  
  
HOOMAN ABEDI KARAMIAN a/k/a NIK  
RICHIE,  
  
Respondent.

Case No. 30-2026-01575619-CU-HR-CJC  
  
Assigned To:  
The Commissioner Glenn Mondo  
Dept. C64

**EMERGENCY EX PARTE  
APPLICATION FOR AN ORDER  
VACATING UNCONSTITUTIONAL  
HARASSMENT RESTRAINING  
ORDER AGAINST NIK RICHIE;  
MEMORANDUM IN SUPPORT;  
DECLARATIONS OF NIK RICHIE  
AND ALEX J. SHEPARD**

Date: \_\_\_\_\_  
Time: \_\_\_\_\_  
Dept: C64

**EMERGENCY APPLICATION FOR EX PARTE RELIEF**

Evander Kane obtained an unconstitutional prior restraint on journalism. He did so by lying to and misleading this Court; he did not provide the allegedly threatening or harassing communications at issue so that the Court could view them in context, nor did he mention that the California restraining order on which he based his request for relief is no longer valid, with all jurisdiction concerning that dispute transferred to a Canadian court. Mr. Kane relied on the expedited nature of proceedings under Cal. Code Civ. Proc. § 527.6 and omitted material facts the Court was entitled to consider.” The Court should immediately correct its error, vacate the TRO

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in its entirety, award Respondent his costs and attorneys’ fees, to be substantiated by a separate motion, and sanction the unethical counsel who improperly obtained the Order.

Dated: June 15, 2026.

Respectfully Submitted,  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **1.0 INTRODUCTION**

3 Petitioner Evander Kane is a professional athlete with a years-long history of sexual assault  
4 allegations. He has an ongoing public dispute with his ex-wife, Deanna Sara Jeanne Kane, a/k/a  
5 Anna Kane (“Ms. Kane”). Mr. Kane obtained a Restraining Order against Ms. Kane in family  
6 court. Then, in 2025, Mr. Kane got a default against Ms. Kane. Neither of these orders restrain  
7 parties other than Ms. Kane, but Mr. Kane relied on these orders in seeking a prior restraint against  
8 Nik Lamas-Richie. This Court committed error in issuing the prior restraint and violated the  
9 SPEECH Act, 28 U.S.C. § 4101, *et seq*, by relying on a foreign judgment. Had Evander’s lawyers  
10 informed Richie of the filing, instead of being underhanded by filing it in secret, this Court might  
11 have been informed of these issues before issuing this improvident order.

12 Richie is a journalist who conducted an interview with a newsworthy subject. He did not  
13 more than report on an issue of public interest, including by interviewing the primary witness for  
14 Mr. Kane’s alleged misconduct. Neither Richie nor Ms. Kane conveyed anything that a reasonable  
15 person could construe as a threat. Despite this, the Court entered a prior restraint against Richie on  
16 the theory that reporting on a matter of public interest constitutes “stalking” and that the existence  
17 of a large audience transforms any criticism into “threats” because of the mere *possibility* that  
18 “someone” “could” respond badly. This prior restraint must be vacated immediately. Mr. Kane’s  
19 TRO application is premised on lies and highly misleading omissions that warrant an award of  
20 costs, attorneys’ fees, and sanctions against the attorneys who misled this Court to obtain it.

21 **2.0 FACTUAL BACKGROUND**

22 **2.1 Evander Kane’s Fame and Legal Troubles**

23 Mr. Kane is a well-known Canadian professional hockey player. (Kane Dec. at ¶ 2.) The  
24 press has been interested in his legal troubles, a sampling of which is discussed below. This Court’s  
25 Order restrains Mr. Richie from discussing any of this, since Ms. Kane discussed it all with him.

26 **2.1.1 Criminal Investigation and Lawsuit for Rape Against Evander Kane**

27 In 2015, Rachel Kuechle accused Evander Kane of rape. For months, the media reported  
28 on this. (“Sabres Evander Kane won’t face charges after investigation,” ESPN (Mar. 11, 2016),  
29 **Exhibit 1**; Chris Peters, “Sabres’ Evander Kane not charged following sex offense investigation,”  
30 CBS SPORTS (Mar. 11, 2016), **Exhibit 2.**) After prosecutors declined to charge Mr. Kane, Ms.  
31 Kuechle sued him in Erie County. (Complaint in *Kuechle v. Kane* lawsuit, **Exhibit 3.**) Kuechle

1 alleges that in 2015, Mr. Kane got her drunk, convinced her to come to his hotel room by lying  
2 and saying he was having a party there, then sexually battered her once they arrived at his hotel  
3 room so badly that Ms. Kuechle “was caused to suffer bodily injury including lacerations,  
4 extensive bleeding requiring multiple surgeries and blood transfusions, and serious emotional  
5 trauma.” (*Id.* at ¶¶ 4–16.) Media all over the world reported on this lawsuit. (“Woman sues Buffalo  
6 Sabres’ Evander Kane, says he injured her,” GLOBAL NEWS (Aug. 2, 2016), Exhibit 4; Josh  
7 Cooper, “Evander Kane’s legal troubles continue with assault lawsuit,” YAHOO! SPORTS (Aug. 2,  
8 2016), Exhibit 5.) After Mr. Kane filed a counterclaim for defamation—which was dismissed in  
9 part—an appeal, and a stay caused by Kane’s bankruptcy, Ms. Kuechle and Mr. Kane settled.  
10 (Stipulation for dismissal in *Kuechle v. Kane*, Exhibit 6.) The Settlement received media coverage.  
11 (“Evander Kane’s lawyer says player has settled lawsuit with Buffalo woman,” SPORTSNET (Apr.  
12 20, 2022), Exhibit 7; Daniel Kaplan, “Evander Kane settles 7-year-old assault lawsuit brought by  
13 Buffalo woman,” THE ATHLETIC (Apr. 19, 2022), Exhibit 8.)

#### 14 **2.1.2 Arrest for Sexual Harassment**

15 Mr. Kane got violent with four different women at a Buffalo bar, “including grabbing one  
16 of the women by her throat.” (A.J. Perez, “Reports: Evander Kane arrested for June incident at  
17 Buffalo bar,” USA TODAY (July 22, 2021), Exhibit 9.) Police reports about the incident stated  
18 Mr. Kane “either pulled [the women’s] hair or grabbed them by [the] neck,” and said “[y]ou’re  
19 coming to my house with me and you’re going to like it.” (“Evander Kane pleads not guilty to  
20 charges in June bar incident,” ESPN (Aug. 1, 2016), Exhibit 10.) This Court’s order restrains Mr.  
21 Richie from talking about or reporting on this.

#### 22 **2.1.3 2019 Lawsuit for Failure to Pay Las Vegas Gambling Debt**

23 In 2019, a Las Vegas casino sued Mr. Kane for failing to pay back \$500,000 in gambling  
24 markers. (Complaint in *Nevada Property I LLC v. Kane*, No. A-19-804759-C, Exhibit 11.) This  
25 suit received media coverage. (Mick Akers, “Las Vegas casino sues NHL’s Evander Kane over  
26 \$500K in gambling markers,” LAS VEGAS REVIEW-JOURNAL (Nov. 5, 2019), Exhibit 12; Philip  
27 Conneller, “Cosmopolitan Drops \$500,000 Casino Marker Case Against NHL’s Evander Kane,”  
28 CASINO.ORG (July 19, 2021), Exhibit 13.) Because Ms. Kane discussed Mr. Kane’s debts during  
29 her interview, Richie is restrained from talking about this.

**2.1.4 2021 Bankruptcy**

In 2021, Mr. Kane filed bankruptcy. (Kane Chapter 7 Petition, **Exhibit 14**.) News outlets all over the world reported on it. (*See, e.g.*, “Reports: San Jose Sharks’ Evander Kane files for bankruptcy, might not play,” ESPN (Jan. 12, 2021), **Exhibit 15**; Justin Cuthbert, “Sharks’ Evander Kane files for bankruptcy with more than \$26 million in debt,” YAHOO! SPORTS (Jan. 12, 2021), **Exhibit 16**; Daniel Kaplan, “Oilers’ Evander Kane closer to erasing debts after judge’s ruling in bankruptcy case,” THE ATHLETIC (May 25, 2023), **Exhibit 17**; Bryan Murphy, “Evander Kane’s timeline of trouble: From filing for bankruptcy to domestic assault allegations, list of controversies for Oilers forward,” THE SPORTING NEWS (June 11, 2025), **Exhibit 18**.) This Court’s prior restraint prohibits Mr. Richie from talking about or reporting on this, since Ms. Kane mentions Mr. Kane and his debts during the interview.

**2.1.5 2021 Loan Fraud Lawsuit**

On May 3, 2021, one of Mr. Kane’s lenders filed a non-dischargeability complaint in Mr. Kane’s bankruptcy. (*Professional Bank v. Kane Non-Dischargeability Complaint*, **Exhibit 19**.) Professional Bank alleged that Mr. Kane took out a \$1.5 million loan and then immediately breached the loan agreement by failing to make payments—showing that he entered into the agreement with no intent to perform—and lied about his assets and liabilities when applying for the loan. (*Id.* at ¶¶ 4, 10–19.) Given Mr. Kane’s pattern of violence, fraud, and malfeasance, it is no surprise that the press reported on this, as well. (Gabriel Fernandez, “Sharks’ Evander Kane sued for \$15 million by lender alleging fraud in \$1.5M loan application,” CBS SPORTS (May 4, 2021), attached as **Exhibit 20**; Curtis Pashelka, “Sharks’ Evander Kane hit with \$15 million lawsuit from bank,” THE MERCURY NEWS (May 5, 2021), attached as **Exhibit 21**.)

**2.1.6 2018 Lawsuit for Breach of Abortion Contract**

In 2018, Hope Parker (Kane’s ex girlfriend) sued him for fraudulently inducing her into having an abortion with a promise of paying her millions of dollars, and then renegeing. (*Parker v. Kane Non-dischargeability Complaint*, **Exhibit 22**.) Parker alleged that she became pregnant three times during her relationship with Mr. Kane, and under “unrelenting pressure” from Mr. Kane, had an abortion each time. (*Id.* at ¶¶ 6–10 and 23–24.) Ms. Parker initially refused to abort the third pregnancy but Mr. Kane induced her into having a third abortion with the promise of \$2–3 million. He never made the payment, nor did he ever intend to. (*Id.* at ¶¶ 11–26.)

1 The media found this story newsworthy. (“Evander Kane Sued, DENIES OWING  
 2 WOMAN \$3 MIL . . . For Aborting His Baby,” TMZ (June 18, 2019), **Exhibit 23**; Kyle Cantlon,  
 3 “Embattled Sharks forward Evander Kane to face discovery in abortion-for-pay lawsuit,” YAHOO!  
 4 SPORTS (Aug. 24, 2021), **Exhibit 24**; Daniel Kaplan, “Judge rules Sharks’ Evander Kane must  
 5 face discovery in abortion-for-pay lawsuit,” THE ATHLETIC (Aug. 23, 2021), **Exhibit 25**.) Mr.  
 6 Richie, however, cannot talk about this because of this prior restraint imposed with no notice, no  
 7 opportunity to be heard, and no consideration of the fact that we live in a free country where the  
 8 First Amendment still exists.

9 **2.1.7 Anna Kane’s Allegations**

10 Anna Kane is Mr. Kane’s ex-wife and mother of their child, Kensington. (Kane Dec. at ¶¶  
 11 3–4.) For years, media outlets have been reporting on Ms. Kane’s allegations about Evander. The  
 12 media reported on her revelations that Mr. Kane bets on his own hockey games which he then  
 13 throws for profit; her claims that he was a negligent father; and that Mr. and Ms. Kane obtained  
 14 restraining orders against one another. (Steven Psilhogios, “NHL investigating Evander Kane after  
 15 wife claims he bet on his own games,” YAHOO! SPORTS (July 31, 2021), **Exhibit 26**; Brad Hunter,  
 16 “Sharks’ Evander Kane granted restraining order, claims wife battered him,” TORONTO SUN (Aug.  
 17 30, 2021), **Exhibit 27**; Curtis Pashelka, “Suspended Sharks forward Kane, estranged wife drop  
 18 domestic violence restraining orders against each other,” THE MERCURY News (Oct. 26, 2021),  
 19 **Exhibit 28**.) The reporting about Mr. and Ms. Kane’s dispute was ongoing even days before Richie  
 20 published the interview. (Jim Parsons, “Former-Oiler Releases Serious Statement On Legal Battles  
 21 With Ex-Wife,” YAHOO! SPORTS (May 16, 2026), **Exhibit 29**.)

22 All these media outlets can talk about this. But this Court entered an injunction gagging  
 23 Mr. Richie from reporting on it. No First Amendment, no due process.

24 **2.2 Mr. Richie’s Interview with Ms. Kane and Social Media Posts**

25 Mr. Kane claimed that Richie interviewing Ms. Kane was “harassment.” Richie published  
 26 the interview on his YouTube channel on May 21, 2026<sup>1</sup> (the “Interview”). Richie promoted the  
 27 interview on Instagram with excerpts. The interview is 72 minutes, but the alleged harassment  
 28 contained within it only relates to cherry picked and out of context statements in the first half.

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 31 <sup>1</sup> Available at: <https://www.youtube.com/watch?v=ztm4xF9h92U>. A separate video file of this  
 interview is attached as **Exhibit 30**.

1 Ms. Kane recounts how the two met and how Mr. Kane “love bombed” her because he  
 2 assumed that her family was wealthy. He saw this as a way out of his enormous debt. (Interview  
 3 at 1:02–4:10.) She mentions how her first pregnancy with Mr. Kane resulted in a stillbirth because  
 4 Mr. Kane was cheating on her and gave her an STI, which harmed their unborn child. (*Id.* at 5:00–  
 5 5:30.) She mentions that they were married only a few weeks before she learned she was pregnant,  
 6 and that typical sexual predator behavior is to “lock the girl in” by getting them pregnant so that  
 7 they cannot leave. (*Id.* at 5:35–5:49.) She discusses how, in a subsequent miscarriage, Mr. Kane  
 8 refused to visit the hospital, delaying necessary surgery. (*Id.* at 5:58–7:02.) Around the time she  
 9 got pregnant again, Ms. Kane was planning to leave Mr. Kane. (*Id.* at 6:58–7:47.) She discusses a  
 10 restraining order she obtained against Mr. Kane “for choking me while I was pregnant and for  
 11 punching me in the face while I was holding Kensington at 3 months old,”<sup>2</sup> and a restraining order  
 12 he obtained against her around the same time implausibly claiming he was afraid of her, a 5’4”  
 13 woman without a criminal record. (*Id.* at 14:32–14:57.)

14 Ms. Kane discusses how Mr. Kane convinced her to drop the restraining order against him,  
 15 after which he “ripped [Kensington] screaming out of my arms.” (*Id.* at 14:59–15:44.) She  
 16 discusses how he fabricated grounds for an additional restraining order against her by convincing  
 17 her to have an abortion when she became pregnant again (as a face-saving measure for Mr. Kane’s  
 18 benefit because his new fiancée was also pregnant) and then using medical records regarding that  
 19 abortion as evidence to falsely claim she wanted to harm Kensington. (*Id.* at 16:06–18:24.)

20 After obtaining his restraining order, Mr. Kane forcefully took Kensington from Ms. Kane  
 21 in a private airport waiting area while threatening to call the police if she did not surrender their  
 22 daughter. (*Id.* at 18:36–19:53.) She shares the trauma she suffered and depression she fell into. (*Id.*  
 23 at 20:05–23:49.) She says she feared for Kensington’s safety because Mara Teigen, Mr. Kane’s  
 24 new partner, “locks my daughter in the bathroom when Evander’s out with the lights off and lets  
 25 her scream for hours because Mara is an evil stepmother. Mara hates my daughter and treats her  
 26 differently than her other kids.” (*Id.* at 23:50–24:09.) Ms. Kane discusses that she has not seen  
 27 Kensington in three years. (*Id.* at 26:20–28:46.)

28 Richie and Ms. Kane move on to discuss the *Kuechle v. Kane* lawsuit in New York. Ms.  
 29 Kane repeats the allegations in that suit that Mr. Kane raped Ms. Kuechle. (*Id.* at 29:03–30:11.)  
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<sup>2</sup> This is the proper use of a restraining order – not to shut down unflattering journalism.

1 Based on the allegations in that lawsuit, Ms. Kane says “I think he wakes up every day and looks  
 2 for prey. I think he needs to be incarcerated.” (*Id.* at 30:12–30:27.) Mr. Kane premises his  
 3 allegations of harassment and stalking on these statements (Kane Dec. at ¶¶ 8(c)–(d), without  
 4 disclosing that they relate to allegations in a lawsuit filed by a third party against Mr. Kane.

5 Ms. Kane then discusses a young girl named Cecily Eklund, who received media coverage  
 6 in 2023 after Mr. Kane made a social media post in support of her after she was allegedly  
 7 mistreated at an Edmonton Oilers game. (Michael Hoad, “Oilers star Evander Kane rips Kings  
 8 fans for harassing 10-year-old cancer patient,” YAHOO! SPORTS (Apr. 26, 2023), **Exhibit 31**.) She  
 9 alleges she had been in touch with Cecily’s mother, Cathy Eklund. Ms. Kane claims that Ms.  
 10 Eklund told her that Evander was threatening her. (Interview at 30:52–32:58.) Ms. Kane then  
 11 discusses how the NHL sweeps rape allegations under the rug, including allegations of rape against  
 12 a former NHL player, Ryan Kesler.<sup>3</sup> (Interview at 34:07–36:01.) At no point do Ms. Kane or Mr.  
 13 Richie make say anything that any reasonable person could construe as a threat.

14 Mr. Richie has *never* stated nor even suggested that anyone, follower or not, engage in any  
 15 violence against anyone, much less the Kanes. (Declaration of Nik Lamas-Richie [“Richie Dec.”]  
 16 at ¶ 12.) Had the Court *watched the interview it based the restraint on*, it would have seen that. Of  
 17 course, had Mr. Kane’s counsel been honest with the Court, it wouldn’t have had to.

18 Nor does Mr. Kane have any reason to believe that any member of Richie’s audience would  
 19 harm Mr. Kane or Kensington. (*Id.* at ¶ 9.) Mr. Richie conducted and published the interview with  
 20 Ms. Kane because it was newsworthy material. (*Id.* at ¶ 14.) Mr. Richie is a journalist who has  
 21 chosen to report on stories from women who have been harmed and exploited by rich and powerful  
 22 men like Mr. Kane. (*Id.* at ¶ 4.) He knew that there was significant public interest in this issue, and  
 23 he had every right (in fact a responsibility) to contribute to that discussion by interviewing the very  
 24 person who knew the most about these issues. (*Id.* at ¶¶ 5–7.) Mr. Richie never intended to cause  
 25 any harm to Mr. Kane. (*Id.* at ¶¶ 9–10.) Nor did Mr. Richie believe any harm was likely to result.  
 26 (*Id.* at ¶ 11.) Richie has been reporting for 22 years. (*Id.* at ¶ 2.) Despite his reporting being pointed,  
 27 cutting, and intense, not *one time in that 22-year career has any of Mr. Richie’s controversial*  
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31 <sup>3</sup> These allegations, too, received media coverage. (See “Ex-NHL center Ryan Kesler faces  
 criminal sexual conduct charges,” ESPN (Oct. 28, 2025), **Exhibit 32**.)

1 reporting resulted in a single incident of violence being perpetrated against any subjects of his  
 2 reporting. (*Id.* at ¶ 13.) Not once. Never.<sup>4</sup>

3 Mr. Richie had a legitimate purpose in publishing his statements. (*Id.* at ¶¶ 14–15.) He was  
 4 engaged in journalism, and it is absurd to claim that publishing criticism of a public figure, without  
 5 anything that could even conceivably constitute a threat of violence, is “harassment.”

6 **3.0 LEGAL STANDARDS**

7 **3.1 Cal. Code Civ. Proc. § 527.6**

8 The TRO was granted under Cal. Code Civ. Proc. § 527.6, which provides that “[a] person  
 9 who has suffered harassment” may seek a restraining order. “Harassment,” in relevant part, means  
 10 “a credible threat of violence, or a knowing and willful course of conduct directed at a specific  
 11 person that seriously alarms, annoys, or harasses the person, and that serves no legitimate  
 12 purpose. The course of conduct must be that which would cause a reasonable person to suffer  
 13 substantial emotional distress, and must actually cause substantial emotional distress to the  
 14 petitioner.” (*Id.* at § 527.6(b)(3) [emphasis added].) A “credible threat of violence” means “a  
 15 knowing and willful statement or course of conduct that would place a reasonable person in fear  
 16 for the person’s safety or the safety of the person’s immediate family, and that serves no legitimate  
 17 purpose.” (*Id.* at § 527.6(b)(2).) A “course of conduct” is “a pattern of conduct composed of a  
 18 series of acts over a period of time, however short, evidencing a continuity of purpose, including  
 19 following or stalking an individual, making harassing telephone calls to an individual, or sending  
 20 harassing correspondence to an individual by any means, including, but not limited to, the use of  
 21 public or private mail, facsimile, or email. **Constitutionally protected activity is not included**  
 22 **within the meaning of ‘course of conduct.’**” (*Id.* at § 527.6(b)(1) [emphasis added].) The trial  
 23 court must find by clear and convincing evidence that unlawful harassment exists to issue a  
 24 restraining order under this statute. (*Id.* at § 527.6(i).) This standard “requires a finding of high  
 25 probability” of unlawful harassment. (*Russell v. Douvan*, (2003) 112 Cal. App. 4th 399, 401.)

26 The statute is not to be interpreted differently for celebrities.

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 30 <sup>4</sup> Meanwhile, reporting on Supreme Court decisions has led to assassination attempts on Supreme  
 31 Court justices. Reporting on the President has led to multiple assassination attempts. If only the  
 White House or the Supreme Court were aware that in Orange County, California, anyone can just  
 get an injunction shutting down journalism by saying “I feel harassed.”

1           **3.2     Duty to Dissolve Unlawful Orders**

2           If the court’s grant of an injunction results from a fundamental error, it has a duty to  
 3 dissolve it. (*See New Tech Devs. v. Bank of Nova Scotia*, 191 Cal. App. 3d 1065, 1072 (Ct. App.  
 4 1987) [“A superior court should modify or vacate an injunction upon motion by the enjoined party  
 5 if it finds a change in the facts or law or the ends of justice would be served by modifying or  
 6 revoking the injunction”]; *see also Kassim v. Carlisle Interests.*, 308 S.W.3d 537, 540 (Tex. App.  
 7 5th 2010) [same].) Orders such as this are so unconstitutional that they can be ignored and  
 8 challenged collaterally. (*See In re Providence Journal Co.*, (1st Cir. 1986) 820 F.2d 1342.)

9           **4.0     ARGUMENT**

10           **4.1     The TRO is an Unconstitutional Prior Restraint on Speech**

11           The TRO restricts pure speech. Mr. Kane’s application for a TRO only alleges that Mr.  
 12 Richie engaged in speech, namely, publishing statements about Mr. Kane on social media and  
 13 refusing to remove these statements in response to a baseless demand. (Kane Dec. at ¶¶ 7–8, 11–  
 14 13.) The TRO on constitutionally protected reporting is a prior restraint, which is “the most serious  
 15 and the least tolerable infringement on First Amendment rights.” (*Nebraska Press Ass’n v. Stuart*,  
 16 (1976) 427 U.S. 539, 559.) “The loss of First Amendment freedoms, even for minimal periods of  
 17 time, unquestionably constitutes irreparable injury.” (*Elrod v. Burns*, (1976) 427 U.S. 347, 373;  
 18 *accord Associated Press v. U.S. Dist. Court*, (9th Cir. 1983) 705 F.2d 1143, 1147 [unconstitutional  
 19 order in place for only 48 hours was “a total restraint on the public’s first amendment right of  
 20 access even though the restraint is limited in time”].)

21           There is a robust First Amendment<sup>5</sup> right to publish information—even illegal  
 22 information—and strong, tall, and obvious barriers against any intrusion into that right. (*See e.g.*,  
 23 *Fla. Star v. B. J. F.*, (1989) 491 U.S. 524; *Smith v. Daily Mail Pub. Co.*, (1979) 443 U.S. 97; *Okla.*  
 24 *Pub. Co. v. Dist. Court of Okla.*, (1977) 430 U.S. 308; *Neb. Press Ass’n v. Stuart*, (1976) 427 U.S.  
 25 539; *Cox Broad. Corp. v. Cohn*, (1975) 420 U.S. 469; *Miami Herald v. Tornillo*, (1974) 418 U.S.  
 26 241; *Org. for a Better Austin v. Keefe*, (1971) 402 U.S. 415; *N.Y. Times v. United States*, 403 U.S.  
 27 713 (the “Pentagon Papers” case); *N.Y. Times v. Sullivan*, (1964) 376 U.S. 254; *Grosjean v. Am.*  
 28 *Press Co.*, (1936) 297 U.S. 233; *Near v. Minnesota*, (1931) 283 U.S. 697. There is such a legion  
 29

---

30 <sup>5</sup> The California Constitution’s guarantee of free speech and press is more protective than the First  
 31 Amendment. (*Gerawan Farming, Inc. v. Lyons*, (2000) 24 Cal. 4th 468, 490–93; *Wilson v.*  
*Superior Court*, (1975) 13 Cal. 3d 652, 658.)

1 of case law prohibiting this Order that a complete string cite would overwhelm the page limits.  
 2 Meanwhile, there is not a single case that supports this Order.

3 In the Pentagon Papers case, the government sought to stop the New York Times from  
 4 publishing a classified and stolen government report. (403 U.S. 713.) Giving the report to the New  
 5 York Times violated federal espionage laws. (*Id.*) It does not get much more “unlawful” than that.  
 6 Nevertheless, the Supreme Court held that the Times had a right to publish the information. (*Id.*)  
 7 Even stolen state secrets can be published without government interference, but this Court’s TRO  
 8 exalts interviews with Ms. Kane above stolen state secrets.

9 California courts allow speech to be enjoined **only** after an adjudication on the merits.  
 10 (*Balboa Island Village Inn, Inc. v. Lemen*, (2007) 40 Cal. 4th 1141, 1155–56.) This case also makes  
 11 it clear that injunctions on speech must be narrowly tailored. (*Id.* at 1159.) Neither requirement  
 12 has been satisfied here; the Court issued an ex parte TRO without notice, without reviewing the  
 13 statements in context, and without any findings that Mr. Richie’s statements were false or  
 14 otherwise not protected. The closest the TRO comes is noting that, because of the DVRO (which  
 15 is no longer in effect, was granted without Ms. Kane being heard, and contained no findings that  
 16 anything Ms. Kane said was false), statements “that petitioner has kidnapped Kensington [are]  
 17 false on their face.” (TRO at Attachment 5a(4).) But the TRO enjoins far more speech than this,  
 18 and the legality of Mr. Kane taking custody of Kensington is far from resolved, as Ms. Kane claims  
 19 it was the result of Mr. Kane lying to her so that she would drop her restraining order against him,  
 20 and then lying to a California court to obtain a subsequent restraining order. Furthermore, falsity  
 21 is only one aspect of determining whether speech is unprotected; assuming he alleges such  
 22 statements are defamatory, Mr. Kane would need to show the statements were also of a defamatory  
 23 nature and made with the requisite level of fault (here, actual malice due to Mr. Kane’s public  
 24 figure status). There is no discussion of this in the TRO.

25 As the Fourth Appellate District Court of Appeal recognized, in vacating a prior restraint, the  
 26 subject of the order was entitled to extraordinary writ relief and the order had to “immediately  
 27 fall,” because “[e]very moment’s continuance of [such an order] amounts to a flagrant,  
 28 indefensible, and continuing violation of the First Amendment.” (*Freedom Communications, Inc.*  
 29 *v. Superior Court*, (2008) 167 Cal. App. 4th 150, 154 [quoting *New York Times Co. v. United*  
 30  
 31

1 *States*, (1971) 403 U.S. 713, 715 [Black, J., concurring].<sup>6</sup>

2 **4.2 The Orders on Which Mr. Kane Relies are Invalid and Unenforceable**

3 In his Petition, Mr. Kane relies heavily on two orders entered against Ms. Kane, and Ms.  
 4 Kane alone: (1) a 2024 California family court domestic violence restraining order (the “DVRO”);  
 5 and (2) a 2025 Canadian default judgment, claiming that Mr. Richie’s alleged conduct is  
 6 facilitating Ms. Kane’s violation of them. The first of these is no longer in effect (and doesn’t  
 7 restrain the conduct at issue, besides), and the second has no legal effect anywhere in the United  
 8 States. To the extent the Court relied on these orders in granting the TRO, it erred. This  
 9 information was known to Kane and his counsel when he sought the ex parte order, but it was not  
 10 disclosed to the Court.

11 The prior DVRO was issued on July 10, 2024. (Petition at *Exh. A.*) Mr. Kane says the  
 12 relevant portions of the order enjoin “annoy[ing] by phone or other electronic means (including  
 13 repeatedly contact), or disturb the peace,” with “disturb the peace” meaning “to destroy someone’s  
 14 mental or emotional calm” either “directly or indirectly, such as through someone else,” which can  
 15 “be done in any way, such as by phone, over text, or online.” (Kane Dec. at ¶ 4.) He also notes the  
 16 DVRO provides that Ms. Kane “must not contact [Mr. Kane] . . ., directly or indirectly, by any  
 17 means, including by telephone, mail, email, or other electronic means.” (*Id.*)

18 Leaving aside the question of whether merely talking about someone on the internet can  
 19 constitute “disturbing the peace” — it cannot — Mr. Kane’s gripe here is with Ms. Kane, not Mr.  
 20 Richie. The DVRO does not bind anyone other than Ms. Kane. The DVRO is invalid against a  
 21 third party.<sup>7</sup> But Mr. Kane could not do that because the DVRO is no longer in effect. Despite its  
 22 claim of having no expiration, item 17 of the DVRO states that “Jurisdiction over Custody and  
 23 Visitation,” which the DVRO governs, “has transferred to Canada.” The California family law  
 24

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25  
 26 <sup>6</sup> If the Court does not immediately vacate the TRO, as it should, Richie requests that the Court  
 27 lift the injunction pending an emergency writ and/or advance the June 30, 2026, hearing in this  
 28 matter to the earliest possible date, and accept this Application as his opposition to the TRO and  
 29 request for a restraining order.

30 <sup>7</sup> Mr. Kane may have a legitimate gripe against Ms. Kane, but that gripe does not extend to  
 31 prohibiting Mr. Richie from doing anything. If Ms. Kane giving the interview violated an  
 injunction against her, that is not Mr. Richie’s problem. Even if he illegally obtained the  
 information, he can publish it. (*See, e.g., Berge v. School Comm. of Gloucester*, (1st Cir. 2024)  
 107 F.4th 33, 43 [even if a party gathered information unlawfully, that creates no power to burden  
 its publication].)

1 court ceded jurisdiction over the dispute between Mr. and Ms. Kane to Canada; the California  
 2 court no longer has the ability to enforce the DVRO. It is a nullity.

3 That leaves the Canadian default judgment. It purports to, in relevant part, restrict Ms. Kane  
 4 “from posting anything to social media about the Plaintiffs, the Plaintiffs’ children, about the  
 5 parties’ family dynamics, about KENSINGTON KANE, or the Defendant’s parenting  
 6 arrangements, about the court system, or about these or past legal proceedings or disparaging him  
 7 or his family,” on any form of social media, in perpetuity. (Petition at *Exhibit B*.) The first problem  
 8 is that Mr. Richie has no connection of any kind to Canada (Richie Dec. at ¶ 16) and Mr. Kane has  
 9 not alleged Ms. Kane resides there, is a citizen of the country, or otherwise subject to its  
 10 jurisdiction. The Canadian judgment is thus meaningless unless it is domesticated in the U.S., and  
 11 Mr. Kane provides no indication that it has.

12 If Mr. Kane had attempted to domesticate this judgment, it would have been rejected.  
 13 Canada has no First Amendment. The Charter of Rights and Freedoms is an inadequate substitute.  
 14 Giving it any credence at all is an abdication of our national sovereignty when it comes to freedom  
 15 of speech. A perpetual restriction on speaking about a person, legal proceedings, or an entire court  
 16 system with no restriction on subject matter could not possibly comply with the First Amendment.  
 17 It is not just absurd on its face, but it is unenforceable under the U.S. SPEECH Act, 28 U.S.C. §  
 18 4101, *et seq.*, unless the court applied speech protections consistent with U.S. law and the First  
 19 Amendment to the U.S. Constitution. 28 U.S.C. § 4102(a)(1). A Canadian defamation<sup>8</sup> judgment  
 20 is not enforceable in the U.S. – even one that was handed down after a trial on the merits. *See*  
 21 *Trout Point Lodge, Ltd. v. Handshoe*, 729 F.3d 481 (5th Cir. 2013); *InvestorsHub.com, Inc. v.*  
 22 *Mina Mar Group, Inc.*, 2011 U.S. Dist. LEXIS 87566, \*6-7 (N.D. Fla. June 20, 2011) (finding that  
 23 “Canadian law does not provide as much protection of speech as the First Amendment, federal  
 24 law, and Florida law”); *see also Minority Television Project, Inc. v. F.C.C.*, 736 F.3d 1192, 1211  
 25 (9th Cir. 2013) (“No other nation—not even freedom-loving countries like Canada, England,  
 26

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27  
 28 <sup>8</sup> The term “defamation” in the SPEECH Act is defined broadly to include “any action or other  
 29 proceeding for defamation, libel, slander, or similar claim alleging that forms of speech are false,  
 30 have caused damage to reputation or emotional distress, have presented any person in a false light,  
 31 or have resulted in criticism, dishonor, or condemnation of any person.” 28 U.S.C. § 4101(1).  
 While Mr. Kane conspicuously avoided attaching a copy of the complaint or other case-initiating  
 document in the Canadian case, his theory of liability there is premised on alleged emotional harm  
 caused by Ms. Kane making statements about Mr. Kane on the internet. It is a defamation case.

1 Australia, New Zealand, and Israel—has protections of free speech and free press like those  
 2 enshrined in the First Amendment”) (Kozinski, J., dissenting). The Court *cannot* premise any relief  
 3 on the Canadian default judgment.

4 **4.3 Richie Did Not Threaten or Harass Anyone**

5 The TRO cites one case: *People v. Planchard*, (2025) 109 Cal. App. 5th 157, for the  
 6 proposition that social media posts can constitute stalking under Cal. Pen. Code § 646.9, and  
 7 correspondingly constitute harassment under Cal. Code Civ. Proc. § 527.6. But the facts in  
 8 *Planchard* are so far afield of the facts here that it is shocking that anyone would compare the two.

9 The defendant in *Planchard* was convicted of stalking his victim and then, after that  
 10 conviction, convinced a third party to regularly “relay messages to Doe,” including ““You tell that  
 11 bitch that I want to talk to my son. You tell that bitch that if I don’t get to talk to my son, God is  
 12 going to do something horrible to him.”” (*Id.* at 162–63.) Once this third party stopped relaying  
 13 messages, the defendant “post[ed] pictures of convicted rapists and murderers” and “includ[ed] an  
 14 associated caption: ‘[Doe], I should sic them on you,’ [and] ‘I’M SO SORRY FOR WISHING  
 15 DEATH AND RAPE ON [Doe].’” (*Id.* at 163.) There was a large volume of posts over the course  
 16 of several years, including unhinged rants claiming that the victim deserved to be raped, stating  
 17 the alleged rapist “should have used a knife,” and calling the victim a “SKANK!!” and “WHORE.”  
 18 (*Id.* at 164.) The statements included explicit violent threats against the victim and her family. (*Id.*)  
 19 Finally, he “showed up at Doe’s house . . . [and] yelled, screamed, and tried to kick in the front  
 20 door” as he “called out for Doe’s father and called Doe a ‘bitch,’ ‘f–g whore’ and ‘f–g c–t.’” (*Id.*  
 21 at 164.) The *Planchard* court observed that the speech at issue “could reasonably be interpreted as  
 22 approval of the violence inflicted upon Doe, with a desire that more should have been inflicted,”  
 23 they “continued over the course of multiple years,” and “[t]he messages convey a desire to either  
 24 perform violent sexual acts and/or encourage others to do so and are ‘threats’ that ‘pose a danger  
 25 to society.’” (109 Cal. App. 5th at 170.)

26 Aside from use of the Internet, Richie’s conduct has no similarity to *Planchard*. He never  
 27 threatened anyone. He did not assist Ms. Kane in threatening anyone, as none of her statements  
 28 made any threats. This was classic journalism, and this Court is enjoining it.

29 The closer analogue is found in *People v. Peterson*, (2023) 95 Cal. App. 5th 1061. The  
 30 defendant there was convicted of stalking for reposting on Facebook a publicly available photo of  
 31 a politician’s family, along with comments mentioning the politician’s daughters’ absence from a

1 recent open house event (*id.* at 1064) and his mailing of a “confusing” letter to the politician’s  
 2 wife criticizing local politics and accusing many local politicians of being liars (*id.* at 1065). With  
 3 this letter, the defendant enclosed a check made payable to “anyone who is not corrupt.” (*Id.*)  
 4 The court concluded that the defendant’s stalking conviction rested entirely on his speech. Thus,  
 5 “as a matter of law,” his speech acts were not true threats but rather constitutionally protected  
 6 speech and, therefore, did not constitute stalking. (*Id.* at 1068, 1071.)

7 Mr. Kane claims Richie’s statements that Mr. Kane “kidnapped” or “stole” Kensington  
 8 “create[s] a foreseeable and grave risk that one or more of Respondent’s followers may attempt to  
 9 ‘rescue’ Kensington from me by force, or may take violent action against me based on the false  
 10 belief that I am a kidnapper and abuser of a child.” (Mr. Kane Dec. at ¶ 10.) This is without  
 11 Constitutional foundation. Speech is protected unless it falls into a small number of clearly defined  
 12 exceptions: defamation, obscenity, incitement to **imminent** lawless action, “fighting words,” and  
 13 child pornography. (*Larson v. City and County of San Francisco*, (2011) 192 Cal. App. 4th 1263,  
 14 1284.) Mr. Kane invokes the incitement exception but fails to establish it. *Brandenburg v. Ohio*  
 15 establishes the test for incitement. (1969) 395 U.S. 444, 447–48. Hypothetical fanciful audience  
 16 reaction does not make, and has never made, protected speech into incitement.

17 By Kane’s logic, a reporter saying that the President is destroying the country constitutes  
 18 incitement because their audience could conceivably decide to assassinate the president in  
 19 response. No court in the history of the United States has ever accepted so tenuous a connection  
 20 as a justification for a prior restraint.

21 **4.4 Mr. Kane’s Counsel Violated Ethical Duties in Obtaining the TRO**

22 California Rule of Professional Conduct 3.3(d) provides:

23 *In an ex parte proceeding where notice to the opposing party in the proceeding is*  
 24 *not required or given and the opposing party is not present, a lawyer shall inform*  
 25 *the tribunal of all material facts known to the lawyer that will enable the tribunal*  
 26 *to make an informed decision, whether or not the facts are adverse to the position*  
 27 *of the client.*

28 An ex parte proceeding for a TRO makes accurate representation of the facts and law of  
 29 crucial importance. Courts and ethics opinions routinely describe this as a “special,” “expanded,”  
 30 or “heightened” obligation in ex parte TRO applications precisely because of their one-sided  
 31

1 nature. (*See* Bradley Guinn, “Ethical Considerations when Applying for TROs,” LOUISIANA BAR  
2 JOURNAL, Vol 72, No. 6.)<sup>9</sup>

3 Mr. Kane’s counsel misled this Court to get the TRO. They relied on the DVRO without  
4 disclosing that jurisdiction had been transferred to Canada. They relied on the Canadian default  
5 judgment without mentioning the SPEECH Act, the lack of jurisdiction over Ms. Kane and Richie,  
6 or the lack of any attempt to domesticate that judgment in the U.S. They claimed that Ms. Kane  
7 and Richie were falsely accusing Mr. Kane of rape despite them merely relaying allegations by a  
8 third party that were the subject of widely-reported litigation years ago. They did not disclose that  
9 Mr. Richie was a journalist reporting on an issue of public interest. Nor did they disclose that the  
10 conduct they sought to enjoin was constitutionally protected, which definitionally cannot justify a  
11 restraining order under Cal. Code Civ. Proc. § 527.6.

12 For this unethical conduct in an emergency ex parte proceeding, the Court should sanction  
13 Mr. Kane’s counsel. Furthermore, the Court may award prevailing party fees in these proceedings  
14 under Cal. Code Civ. Proc. § 527.6(s). It should do so here given how objectively frivolous Mr.  
15 Kane’s claims of stalking and harassment are, and due to the bad-faith conduct of his counsel in  
16 obtaining an unconstitutional TRO.

17 **5.0 CONCLUSION**

18 The Court *must* vacate its unconstitutional TRO immediately. The Court should also award  
19 Mr. Richie his costs and attorneys’ fees, to be substantiated in a separate motion.

20 Dated: June 15, 2026.

21 Respectfully Submitted,

22 RANDAZZA LEGAL GROUP, PLLC

23 /s/ Marc J. Randazza

24 Marc J. Randazza, SBN 269535

25 Alex J. Shepard, SBN 295058

26 8991 W. Flamingo Rd., Ste B

27 Las Vegas, Nevada 89147

28 Telephone: 702-420-2001

29 ecf@randazza.com

30 Attorneys for Hooman Abedi Karamian

31 a/k/a Nik Richie

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31 <sup>9</sup> Available at: <https://www.lsba.org/documents/publications/BarJournal/Journal-Feature1-Guin-April-2025.pdf>.

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**PROOF OF SERVICE**

*Kane v. Karamian* | Orange County Superior Court

At the time of service, I was over the age of 18 and not a party to this action. I am employed in the County of Clark, State of Nevada. My business address is Randazza Legal Group, PLLC, 8991 W. Flamingo Rd., Ste. B, Las Vegas, NV 89147.

On June 15, 2026, I served true and correct copies of the foregoing document on all interested parties in this action as stated on the attached service list.

BY ELECTRONIC MAIL. I electronically served the documents listed above to the persons at the electronic mail addresses listed above, from my electronic service address, dbd@randazza.com.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 15, 2026, at Las Vegas, Nevada.

/s/ Danielle Darkenwald  
Danielle Darkenwald

SERVICE LIST

*Kane v. Karamian* | Orange County Superior Court  
Case No. 30-2026-01575619-CU-HR-CJC

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6 Attorneys for Hooman Abedi Karamian  
7 a/k/a Nik Richie

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

10  
11 EVANDER KANE,

12 Petitioner,

13 vs.

14  
15 HOOMAN ABEDI KARAMIAN a/k/a NIK  
16 RICHIE,

17 Respondent.

Case No. 30-2026-01575619-CU-HR-CJC

Assigned To:  
The Commissioner Glenn Mondo  
Dept. C64

**DECLARATION OF NIK LAMAS-**  
**RICHIE IN SUPPORT OF EX PARTE**  
**APPLICATION FOR ORDER**  
**VACATING TEMPORARY**  
**RESTRAINING ORDER**

18  
19  
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22  
23 I, Nik Lamas-Richie, declare:

24 1. I am over 18 years of age and have never been convicted of a crime involving fraud  
25 or dishonesty. I have first-hand knowledge of the facts set forth herein, and if called as a witness,  
26 could and would testify competently thereto.

27 2. I am currently and have been a journalist for over 22 years.

28 3. I submit this Declaration in support of my Ex Parte Application for Order Vacating  
29 Temporary Restraining Order (the "Application").

30 4. As a journalist, I frequently report on stories involving rich, powerful men choosing  
31 to exploit and abuse women.

1           5.     In my capacity as a journalist, I have researched and conducted interviews  
2 regarding Petitioner Evander Kane’s (“Mr. Kane”) years-long history of sexual assault allegations,  
3 including by reviewing reporting from other journalists.

4           6.     I interviewed Mr. Kane’s ex-wife, Deanna Sara Jeanne Kane, a/k/a Anna Kane  
5 (“Ms. Kane”), regarding Mr. Kane’s violent and abusive behavior, as well as his financial issues.

6           7.     I spoke with Ms. Kane because of her first-hand knowledge of Mr. Kane’s actions  
7 and his history of abusive behavior.

8           8.     On May 21, 2026, I published my interview with Ms. Kane on my YouTube  
9 Channel. I also published statements on my Instagram profile summarizing and commenting on  
10 portions of the interview.

11          9.     When I published the interview and my statements, I had no reason to think anyone  
12 would harm Mr. Kane, or his daughter Kensington, as a result of them. In fact, that notion is  
13 ludicrous.

14          10.    When I published the interview and my statements, I had no intention of harming  
15 Mr. Kane or anyone else. I intended to report the facts and interview a newsworthy subject.

16          11.    When I published the interview and my statements, I did not believe or have reason  
17 to believe they would cause actual harm to Mr. Kane or anyone else, other than perhaps incidental  
18 reputational harm to Mr. Kane due to the public becoming more aware of his misconduct.

19          12.    I have never stated nor even suggested that anyone, follower or not, engage in any  
20 violent conduct directed at Evander Kane, Kensington Kane, or anyone even remotely connected  
21 to them.

22          13.    In my 22 years as a journalist, my reporting has never resulted in any violence  
23 perpetrated against the subjects of my reporting.

24          14.    I reported on Mr. Kane’s allegations because the interview was newsworthy and to  
25 bring additional public attention to an ongoing controversy. I did not do so to encourage anyone  
26 to stalk, harass, or threaten Mr. Kane or otherwise respond unlawfully.

27          15.    I do not believe, nor do I have any reason to believe, that the statements Ms. Kane  
28 made about Mr. Kane or anyone else during the interview were false.

29          16.    I am aware of the default judgment allegedly issued by a Canadian court mentioned  
30 in Evander Kane’s petition for a restraining order against me. I have no connection of any kind  
31 with Canada, and to my knowledge Anna Kane is not subject to that Court’s jurisdiction, and so I

1 am of the reasonable belief that this default judgment does not even claim to restrict my ability to  
2 report on Evander Kane or those related to him. Furthermore, I am an American citizen, and as I  
3 understand it, I am not subject to the free speech laws of North Korea, Canada, nor any other  
4 nation. I am entitled to the protections that the First Amendment gives me. If that no longer  
5 applies in California, I was given no notice of California adopting the limitations on free speech  
6 in other countries.

7 I declare on penalty of perjury that the foregoing is true and correct.

8 Executed on June 14, 2026, in Newport Beach, California.

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13 Nik Lamas-Richie  
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8 a/k/a Nik Richie

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

11 EVANDER KANE,

12 Petitioner,

13 vs.

14 HOOMAN ABEDI KARAMIAN a/k/a NIK  
15 RICHIE,

16 Respondent.

Case No. 30-2026-01575619-CU-HR-CJC

Assigned To:  
The Commissioner Glenn Mondo  
Dept. C64

**DECLARATION OF ALEX J.**  
**SHEPARD IN SUPPORT OF EX**  
**PARTE APPLICATION FOR**  
**ORDER VACATING TEMPORARY**  
**RESTRAINING ORDER**

17 I, Alex J. Shepard, declare:

18 1. I am over 18 years of age and have never been convicted of a crime involving fraud  
19 or dishonesty. I have first-hand knowledge of the facts set forth herein, and if called as a witness,  
20 could and would testify competently thereto.

21 2. I am an attorney licensed in California. I am counsel for Respondent Nik Lamas-  
22 Richie.

23 3. I submit this Declaration in support of Mr. Richie's Ex Parte Application for Order  
24 Vacating Temporary Restraining Order (the "Application").  
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1           4.       On June 14, 2026, at 3:56 p.m. Pacific, while at my personal residence in Olympia,  
2 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
3 ESPN article titled “Sabres Evander Kane won’t face charges after investigation,” at the following  
4 URL: [https://www.espn.com/nhl/story/\\_/id/14952276/buffalo-sabres-forward-evander-kane-face-](https://www.espn.com/nhl/story/_/id/14952276/buffalo-sabres-forward-evander-kane-face-charges-investigation)  
5 [charges-investigation](https://www.espn.com/nhl/story/_/id/14952276/buffalo-sabres-forward-evander-kane-face-charges-investigation). Immediately after visiting this page, I created a printout of the article using  
6 the browser’s Print function. A true and correct copy of that printout is attached to the Petition as  
7 **Exhibit 1.**

8           5.       On June 14, 2026, at 4:00 p.m. Pacific, while at my personal residence in Olympia,  
9 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
10 ESPN article titled “Sabres Evander Kane won’t face charges after investigation,” at the following  
11 URL:     [https://www.cbssports.com/nhl/news/sabres-evander-kane-not-charged-following-sex-](https://www.cbssports.com/nhl/news/sabres-evander-kane-not-charged-following-sex-offense-investigation/)  
12 [offense-investigation/](https://www.cbssports.com/nhl/news/sabres-evander-kane-not-charged-following-sex-offense-investigation/). Immediately after visiting this page, I created a printout of the article using  
13 the browser’s Print function. A true and correct copy of that printout is attached to the Petition as  
14 **Exhibit 2.**

15           6.       On June 13, 2026, I visited the Erie County, New York Supreme Court’s website  
16 and retrieved a copy of the complaint in the matter of *Kuechle v. Kane*, Index No. 8070303/2016.  
17 A true and correct copy of that complaint is attached to the Petition as **Exhibit 3.**

18           7.       On June 14, 2026, at 4:07 p.m. Pacific, while at my personal residence in Olympia,  
19 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
20 Global News article titled “Woman sues Buffalo Sabres’ Evander Kane, says he injured her,” at  
21 the following URL: [https://www.cbssports.com/nhl/news/sabres-evander-kane-not-charged-](https://www.cbssports.com/nhl/news/sabres-evander-kane-not-charged-following-sex-offense-investigation/)  
22 [following-sex-offense-investigation/](https://www.cbssports.com/nhl/news/sabres-evander-kane-not-charged-following-sex-offense-investigation/). Immediately after visiting this page, I created a printout of  
23 the article using the browser’s Print function. A true and correct copy of that printout is attached  
24 to the Petition as **Exhibit 4.**

25           8.       On June 14, 2026, at 4:09 p.m. Pacific, while at my personal residence in Olympia,  
26 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
27 Yahoo! Sports article titled “Evander Kane’s legal troubles continue with assault lawsuit,” at the  
28 following URL: [https://sports.yahoo.com/evander-kanes-legal-troubles-continue-with-assault-](https://sports.yahoo.com/evander-kanes-legal-troubles-continue-with-assault-lawsuit-190948881.html)  
29 [lawsuit-190948881.html](https://sports.yahoo.com/evander-kanes-legal-troubles-continue-with-assault-lawsuit-190948881.html). Immediately after visiting this page, I created a printout of the article  
30 using the browser’s Print function. A true and correct copy of that printout, with blank pages  
31 following the body of the article omitted, is attached to the Petition as **Exhibit 5.**

1           9.       On June 13, 2026, I visited the Erie County, New York Supreme Court’s website  
2 and retrieved a copy of the stipulation for dismissal in the matter of *Kuechle v. Kane*, Index No.  
3 8070303/2016. A true and correct copy of that stipulation is attached to the Petition as **Exhibit 6**.

4           10.       On June 14, 2026, at 4:14 p.m. Pacific, while at my personal residence in Olympia,  
5 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
6 SportsNet article titled “Evander Kane’s lawyer says player has settled lawsuit with Buffalo  
7 woman,” at the following URL: [https://www.sportsnet.ca/nhl/article/evander-kanes-lawyer-says-  
8 player-has-settled-lawsuit-with-buffalo-woman/](https://www.sportsnet.ca/nhl/article/evander-kanes-lawyer-says-player-has-settled-lawsuit-with-buffalo-woman/). Immediately after visiting this page, I created a  
9 printout of the article using the browser’s Print function. A true and correct copy of that printout  
10 is attached to the Petition as **Exhibit 7**.

11           11.       On June 14, 2026, at 4:19 p.m. Pacific, while at my personal residence in Olympia,  
12 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
13 The Athletic article titled “Evander Kane settles 7-year-old assault lawsuit brought by Buffalo  
14 woman,” at the following URL: [https://www.nytimes.com/athletic/3259950/2022/04/19/evander-  
15 kane-buffalo-assault-lawsuit/](https://www.nytimes.com/athletic/3259950/2022/04/19/evander-kane-buffalo-assault-lawsuit/). Immediately after visiting this page, I created a printout of the  
16 article using the browser’s Print function. A true and correct copy of that printout is attached to  
17 the Petition as **Exhibit 8**.

18           12.       On June 14, 2026, at 4:21 p.m. Pacific, while at my personal residence in Olympia,  
19 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
20 USA Today article titled “Reports: Evander Kane arrested for June incident at Buffalo bar,” at the  
21 following URL: [https://www.usatoday.com/story/sports/nhl/2016/07/22/evander-kane-arrested-  
22 buffalo-sabres/87437450/](https://www.usatoday.com/story/sports/nhl/2016/07/22/evander-kane-arrested-buffalo-sabres/87437450/). Immediately after visiting this page, I created a printout of the article  
23 using the browser’s Print function. A true and correct copy of that printout is attached to the  
24 Petition as **Exhibit 9**.

25           13.       On June 14, 2026, at 4:28 p.m. Pacific, while at my personal residence in Olympia,  
26 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
27 ESPN article titled “Evander Kane pleads not guilty to charges in June bar incident,” at the  
28 following URL: [https://www.espn.com/nhl/story/\\_/id/17192005/buffalo-sabres-evander-kane-  
29 pleads-not-guilty-charges-june-bar-incident](https://www.espn.com/nhl/story/_/id/17192005/buffalo-sabres-evander-kane-pleads-not-guilty-charges-june-bar-incident). Immediately after visiting this page, I created a  
30 printout of the article using the browser’s Print function. A true and correct copy of that printout  
31 is attached to the Petition as **Exhibit 10**.

1           14.     On June 13, 2026, I visited the Clark County, Nevada Eighth Judicial District  
2 Court’s website and retrieved a copy of the Complaint in *Nevada Property I LLC v. Kane*, No. A-  
3 19-804759-C. A true and correct copy of that Complaint is attached to the Petition as **Exhibit 11**.

4           15.     On June 14, 2026, at 4:34 p.m. Pacific, while at my personal residence in Olympia,  
5 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
6 Las Vegas Review-Journal article titled “Las Vegas casino sues NHL’s Evander Kane over \$500K  
7 in gambling markers,” at the following URL: <https://archive.is/YJW7a>. This is an archived version  
8 of the article, as the LVRJ’s website requires users to create an account to view it. Immediately  
9 after visiting this page, I created a printout of the article using the browser’s Print function. A true  
10 and correct copy of that printout is attached to the Petition as **Exhibit 12**.

11           16.     On June 14, 2026, at 4:38 p.m. Pacific, while at my personal residence in Olympia,  
12 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
13 Casino.org article titled “Cosmopolitan Drops \$500,000 Casino Marker Case Against NHL’s  
14 Evander Kane,” at the following URL: [https://www.casino.org/news/cosmopolitan-drops-500k-  
15 casino-marker-case-against-nhls-evander-kane/](https://www.casino.org/news/cosmopolitan-drops-500k-casino-marker-case-against-nhls-evander-kane/). Immediately after visiting this page, I created a  
16 printout of the article using the browser’s Print function. A true and correct copy of that printout  
17 is attached to the Petition as **Exhibit 13**.

18           17.     On June 13, 2026, I visited the Pacer website and retrieved a copy of the Chapter 7  
19 Bankruptcy Petition in Evander Kane’s bankruptcy case in the U.S. District Court for the Northern  
20 District of California. A true and correct copy of that Chapter 7 Petition is attached to the Petition  
21 as **Exhibit 14**.

22           18.     On June 14, 2026, at 4:41 p.m. Pacific, while at my personal residence in Olympia,  
23 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
24 ESPN article titled “Reports: San Jose Sharks’ Evander Kane files for bankruptcy, might not play,”  
25 at the following URL: [https://www.espn.com/nhl/story/\\_/id/30698897/reports-san-jose-sharks-  
26 evander-kane-files-bankruptcy](https://www.espn.com/nhl/story/_/id/30698897/reports-san-jose-sharks-evander-kane-files-bankruptcy). Immediately after visiting this page, I created a printout of the  
27 article using the browser’s Print function. A true and correct copy of that printout is attached to  
28 the Petition as **Exhibit 15**.

29           19.     On June 14, 2026, at 4:41 p.m. Pacific, while at my personal residence in Olympia,  
30 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
31 Yahoo! Sports article titled “Sharks’ Evander Kane files for bankruptcy with more than \$26

1 million in debt,” at the following URL [https://ca.sports.yahoo.com/news/sharks-evander-kane-](https://ca.sports.yahoo.com/news/sharks-evander-kane-2)  
2 [files-for-bankruptcy-with-more-than-26-million-in-debt-154136922.html](https://ca.sports.yahoo.com/news/sharks-evander-kane-26-million-in-debt-154136922.html). Immediately after  
3 visiting this page, I created a printout of the article using the browser’s Print function. A true and  
4 correct copy of that printout is attached to the Petition as **Exhibit 16**.

5 20. On June 14, 2026, at 5:06 p.m. Pacific, while at my personal residence in Olympia,  
6 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
7 The Athletic article titled “Oilers’ Evander Kane closer to erasing debts after judge’s ruling in  
8 bankruptcy case,” at the following URL  
9 <https://www.nytimes.com/athletic/4552557/2023/05/25/evander-kane-bankruptcy-oilers-ruling/>.

10 Immediately after visiting this page, I created a printout of the article using the browser’s Print  
11 function. A true and correct copy of that printout is attached to the Petition as **Exhibit 17**.

12 21. On June 14, 2026, at 5:08 p.m. Pacific, while at my personal residence in Olympia,  
13 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
14 The Sporting News article titled “Evander Kane’s timeline of trouble: From filing for bankruptcy  
15 to domestic assault allegations, list of controversies for Oilers forward,” at the following URL  
16 <https://www.sportingnews.com/us/nhl/news/evander-kane-bankruptcy-domestic-assault->

17 [allegations/dp0kxlp036jfyxpht8k5ig](https://www.sportingnews.com/us/nhl/news/evander-kane-bankruptcy-domestic-assault-allegations/dp0kxlp036jfyxpht8k5ig). Immediately after visiting this page, I created a printout of  
18 the article using the browser’s Print function. A true and correct copy of that printout is attached  
19 to the Petition as **Exhibit 18**.

20 22. On June 13, 2026, I visited the Pacer website and retrieved a copy of the Non-  
21 Dischargeability Complaint filed by Professional Bank against Evander Kane in Mr. Kane’s  
22 Chapter 7 bankruptcy case. A true and correct copy of that Complaint is attached to the Petition as  
23 **Exhibit 19**.

24 23. On June 14, 2026, at 5:15 p.m. Pacific, while at my personal residence in Olympia,  
25 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
26 CBS Sports article titled “Sharks’ Evander Kane sued for \$15 million by lender alleging fraud in  
27 \$1.5M loan application,” at the following URL <https://www.cbssports.com/nhl/news/sharks->  
28 [evander-kane-sued-for-15-million-by-lender-alleging-fraud-in-1-5m-loan-application/](https://www.cbssports.com/nhl/news/sharks-evander-kane-sued-for-15-million-by-lender-alleging-fraud-in-1-5m-loan-application/).

29 Immediately after visiting this page, I created a printout of the article using the browser’s Print  
30 function. A true and correct copy of that printout is attached to the Petition as **Exhibit 20**.

31

1           24.     On June 14, 2026, at 5:19 p.m. Pacific, while at my personal residence in Olympia,  
2 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
3 The Mercury News article titled “Sharks’ Evander Kane hit with \$15 million lawsuit from bank,”  
4 at the following URL [https://www.mercurynews.com/2021/05/05/sharks-evander-kane-hit-with-](https://www.mercurynews.com/2021/05/05/sharks-evander-kane-hit-with-15-million-lawsuit-from-bank/)  
5 [15-million-lawsuit-from-bank/](https://www.mercurynews.com/2021/05/05/sharks-evander-kane-hit-with-15-million-lawsuit-from-bank/). Immediately after visiting this page, I created a printout of the  
6 article using the browser’s Print function. A true and correct copy of that printout is attached to  
7 the Petition as **Exhibit 21**.

8           25.     On June 13, 2026, I visited the Pacer website and retrieved a copy of the Non-  
9 Dischargeability Complaint filed by Hope Parker against Evander Kane in Mr. Kane’s Chapter 7  
10 bankruptcy case. A true and correct copy of that Complaint is attached to the Petition as **Exhibit**  
11 **22**.

12           26.     On June 14, 2026, at 5:22 p.m. Pacific, while at my personal residence in Olympia,  
13 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
14 TMZ article titled “Evander Kane Sued, DENIES OWING WOMAN \$3 MIL . . . For Aborting  
15 His Baby,” at the following URL [https://www.tnz.com/2018/10/31/woman-sues-nhls-evander-](https://www.tnz.com/2018/10/31/woman-sues-nhls-evander-kane-claims-he-owes-her-3-million-for-aborting-his-baby/)  
16 [kane-claims-he-owes-her-3-million-for-aborting-his-baby/](https://www.tnz.com/2018/10/31/woman-sues-nhls-evander-kane-claims-he-owes-her-3-million-for-aborting-his-baby/). Immediately after visiting this page, I  
17 created a printout of the article using the browser’s Print function. A true and correct copy of that  
18 printout is attached to the Petition as **Exhibit 23**.

19           27.     On June 14, 2026, at 5:25 p.m. Pacific, while at my personal residence in Olympia,  
20 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
21 Yahoo! Sports article titled “Embattled Sharks forward Evander Kane to face discovery in  
22 abortion-for-pay lawsuit,” at the following URL [https://ca.sports.yahoo.com/news/nhl-embattled-](https://ca.sports.yahoo.com/news/nhl-embattled-sharks-star-evander-kane-to-face-discovery-in-abortion-for-pay-lawsuit-161032188.html)  
23 [sharks-star-evander-kane-to-face-discovery-in-abortion-for-pay-lawsuit-161032188.html](https://ca.sports.yahoo.com/news/nhl-embattled-sharks-star-evander-kane-to-face-discovery-in-abortion-for-pay-lawsuit-161032188.html).  
24 Immediately after visiting this page, I created a printout of the article using the browser’s Print  
25 function. A true and correct copy of that printout is attached to the Petition as **Exhibit 24**.

26           28.     On June 14, 2026, at 5:26 p.m. Pacific, while at my personal residence in Olympia,  
27 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
28 The Athletic article titled “Judge rules Sharks’ Evander Kane must face discovery in abortion-for-  
29 pay lawsuit,” at the following URL [https://www.nytimes.com/athletic/4202019/2021/08/23/judge-](https://www.nytimes.com/athletic/4202019/2021/08/23/judge-rules-sharks-evander-kane-must-face-discovery-in-abortion-for-pay-lawsuit/)  
30 [rules-sharks-evander-kane-must-face-discovery-in-abortion-for-pay-lawsuit/](https://www.nytimes.com/athletic/4202019/2021/08/23/judge-rules-sharks-evander-kane-must-face-discovery-in-abortion-for-pay-lawsuit/). Immediately after  
31

1 visiting this page, I created a printout of the article using the browser's Print function. A true and  
2 correct copy of that printout is attached to the Petition as **Exhibit 25**.

3 29. On June 14, 2026, at 5:31 p.m. Pacific, while at my personal residence in Olympia,  
4 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
5 Yahoo! Sports article titled "NHL investigating Evander Kane after wife claims he bet on his own  
6 games," at the following URL [https://ca.sports.yahoo.com/news/nhl-investigating-evander-kane-  
7 after-wife-claims-he-bet-on-his-own-games-005905090.html](https://ca.sports.yahoo.com/news/nhl-investigating-evander-kane-after-wife-claims-he-bet-on-his-own-games-005905090.html). Immediately after visiting this  
8 page, I created a printout of the article using the browser's Print function. A true and correct copy  
9 of that printout is attached to the Petition as **Exhibit 26**.

10 30. On June 14, 2026, at 5:32 p.m. Pacific, while at my personal residence in Olympia,  
11 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
12 Toronto Sun article titled "Sharks' Evander Kane granted restraining order, claims wife battered  
13 him," at the following URL [https://torontosun.com/sports/hockey/nhl/sharks-evander-kane-  
14 granted-restraining-order-claims-wife-battered-him](https://torontosun.com/sports/hockey/nhl/sharks-evander-kane-granted-restraining-order-claims-wife-battered-him). Immediately after visiting this page, I created  
15 a printout of the article using the browser's Print function. A true and correct copy of that printout  
16 is attached to the Petition as **Exhibit 27**.

17 31. On June 14, 2026, at 5:34 p.m. Pacific, while at my personal residence in Olympia,  
18 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
19 Mercury News article titled "Suspended Sharks forward Kane, estranged wife drop domestic  
20 violence restraining orders against each other," at the following URL  
21 [https://www.mercurynews.com/2021/10/26/sharks-evander-kane-estranged-wife-drop-domestic-  
22 violence-restraining-orders-against-each-other/](https://www.mercurynews.com/2021/10/26/sharks-evander-kane-estranged-wife-drop-domestic-violence-restraining-orders-against-each-other/). Immediately after visiting this page, I created a  
23 printout of the article using the browser's Print function. A true and correct copy of that printout  
24 is attached to the Petition as **Exhibit 28**.

25 32. On June 14, 2026, at 5:38 p.m. Pacific, while at my personal residence in Olympia,  
26 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
27 Yahoo! Sports article titled "Former-Oiler Releases Serious Statement On Legal Battles With Ex-  
28 Wife," at the following URL [https://ca.sports.yahoo.com/news/former-oiler-releases-serious-  
29 statement-175408195.html](https://ca.sports.yahoo.com/news/former-oiler-releases-serious-statement-175408195.html). Immediately after visiting this page, I created a printout of the article  
30 using the browser's Print function. A true and correct copy of that printout is attached to the  
31 Petition as **Exhibit 29**.

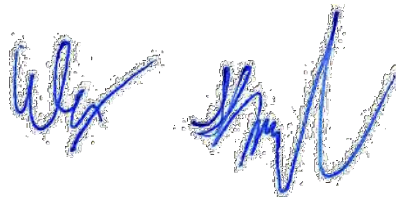
1 33. On June 12, 2026, at 12:37 p.m. Pacific, while at my personal residence in Olympia,  
2 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
3 YouTube video titled “Nik Richie Sits Down With Anna Kane | the Ex-Wife of Disgraced NHL  
4 Star Evander Kane,” at the following URL: <https://www.youtube.com/watch?v=ztm4xF9h92U>. I  
5 immediately downloaded a copy of this video. A true and correct copy of the video I downloaded  
6 is attached to the Petition as **Exhibit 30**.

7 34. On June 14, 2026, at 5:48 p.m. Pacific, while at my personal residence in Olympia,  
8 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
9 Yahoo! Sports article titled “Oilers star Evander Kane rips Kings fans for harassing 10-year-old  
10 cancer patient,” at the following URL [https://ca.sports.yahoo.com/news/oilers-star-evander-kane-](https://ca.sports.yahoo.com/news/oilers-star-evander-kane-rips-kings-fans-for-harassing-10-year-old-cancer-patient-130002552.html)  
11 [rips-kings-fans-for-harassing-10-year-old-cancer-patient-130002552.html](https://ca.sports.yahoo.com/news/oilers-star-evander-kane-rips-kings-fans-for-harassing-10-year-old-cancer-patient-130002552.html). Immediately after  
12 visiting this page, I created a printout of the article using the browser’s Print function. A true and  
13 correct copy of that printout is attached to the Petition as **Exhibit 31**.

14 35. On June 14, 2026, at 5:49 p.m. Pacific, while at my personal residence in Olympia,  
15 Washington, and while using the Firefox internet browser on my personal computer, I visited the  
16 ESPN article titled “Ex-NHL center Ryan Kesler faces criminal sexual conduct charges,” at the  
17 following URL: [https://www.espn.com/nhl/story/\\_/id/46756449/ex-nhl-center-ryan-kesler-faces-](https://www.espn.com/nhl/story/_/id/46756449/ex-nhl-center-ryan-kesler-faces-criminal-sexual-conduct-charges)  
18 [criminal-sexual-conduct-charges](https://www.espn.com/nhl/story/_/id/46756449/ex-nhl-center-ryan-kesler-faces-criminal-sexual-conduct-charges). Immediately after visiting this page, I created a printout of the  
19 article using the browser’s Print function. A true and correct copy of that printout, with blank pages  
20 following the body of the article omitted, is attached to the Petition as **Exhibit 32**.

21 I declare on penalty of perjury that the foregoing is true and correct.

22  
23 Executed on June 14, 2026, in Olympia, Washington.

24  
25  
26  
27  
28  
29  
30  
31  


Alex J. Shepard

# **Exhibit 1**

ESPN Article

## **No charges for Sabres' Kane after investigation**

BUFFALO SABRES 10y

## **Why goalie tandems have taken over the NHL -- even in the playoffs**

BUFFALO SABRES 2d - Ryan Clark

## **Stanley Cup playoffs daily: Can the Golden Knights force a Game 7?**

CAROLINA HURRICANES 12h - ESPN Staff

## **Golden Knights rule out center Karlsson for Game 6**

VEGAS GOLDEN KNIGHTS 1d - Greg Wyshynski

## **Knights' Hart: Carolina fan chants are 'just noise'**

VEGAS GOLDEN KNIGHTS 1d - Greg Wyshynski

## **Svechnikov strikes twice as Canes on cusp of title**

CAROLINA HURRICANES 3d

## **Vegas' Torts vows a Game 7: 'We'll be back here'**

VEGAS GOLDEN KNIGHTS 3d - Greg Wyshynski

## **Lightning strikes twice: Kucherov wins 2nd MVP**

TAMPA BAY LIGHTNING 3d - Greg Wyshynski

## **Reports: Nurse gives Oilers list of trade options**

EDMONTON OILERS 3d

## **Kings look to bolster offense with Laviolette hire**

LOS ANGELES KINGS 4d

## **NHL free agency rankings: Who are the best players available on July 1?**

ANAHEIM DUCKS 16d - Greg Wyshynski

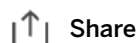
## **Overheard at the NHL scouting combine: Most impressive prospects, trade buzz, more**

ANAHEIM DUCKS 4d - Rachel Kryshak and Kristen...

# Sabres F Evander Kane won't face charges after investigation

Associated Press

Mar 11, 2016, 04:20 PM ET



Share

BUFFALO, N.Y. -- Sabres forward [Evander Kane](#) will not face criminal charges following an investigation into a possible sexual assault after prosecutors said Friday there was no evidence to support the allegation.

Acting Erie County District Attorney Michael Flaherty announced his decision after examining the facts, including forensic and toxicological test results, and closing a two-month investigation.

"No charge will be filed because there is no evidence to support the filing of a criminal filing of a criminal action," Flaherty said during a news conference. He added that no criminal complaint was ever filed.

Kane's lawyer, Paul Cambria, told The Associated Press that he was not surprised by Flaherty's decision.

"We were confident all along that there was basis to claim that Evander had done anything wrong," Cambria said. "And we're glad that he's been cleared. And now it's time for him to move forward and put this behind him."

The alleged incident occurred in the early hours of Dec. 27 at a downtown hotel, where Kane is living, and after he and the Sabres returned to Buffalo following a 6-3 win at Boston.

Police searched Kane's room and had his vehicle towed and searched, which was described as standard practice in such cases.

Kane is tied for second among Sabres with 19 goals and fourth with 31 points in 58 games this season, his first in Buffalo and seventh in the NHL. The Sabres acquired the 24-year-old in a multi-player trade with Winnipeg in February 2015.

Kane was the second NHL player to be investigated for a sex offense by police in the Buffalo area this year. In November, prosecutors cited a lack of credible evidence after reviewing an allegation against [Chicago Blackhawks](#) star [Patrick Kane](#), who was accused of assaulting a woman at his offseason home outside Buffalo in August.

On Wednesday, NHL Commissioner Gary Bettman ruled the allegations against Patrick Kane to be "unfounded," in announcing the player won't be disciplined by the league.

# **Exhibit 2**

CBS Sports Article

[NHL](#) [NFL](#) [NBA](#)



[NHL News](#) [Scores](#) [Schedule](#) [Playoff Bracket](#) [Standings](#) [Teams](#) [Stats](#)

[NHL Power Rankings](#) [NHL Standings](#)

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Evander Kane will not face charges after being investigated by police. (USATSI)

Buffalo Sabres forward Evander Kane will face no criminal charges following an investigation into a sexual encounter between he and a woman in December by Buffalo police, according to the *Buffalo News*. Kane was never accused of a crime, but the investigation was triggered when the woman sought medical treatment at a local hospital when she couldn't remember what happened, according to the report.

Upon the first reports of the investigation back in December, Kane addressed the media at a Sabres practice, expressing that he had done nothing wrong and looked forward to clearing his name. The winger was allowed to continue practicing and playing with the team over the course of the investigation, which is now complete

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...  
examination of all the known facts, including the results of forensic and toxicological testing, neither the provable facts nor the applicable law support the filing of any criminal charges or a prosecution in this matter," Acting District Attorney Michael J. Flaherty Jr. said in a statement.

Paul Cambria, Kane's attorney, said the hockey player is "relieved but not surprised."

Hospital officials contacted police after finding evidence of trauma and examining the woman for signs of sexual assault. That resulted in police searches of Kane's downtown hotel room and his sport utility vehicle.

As a side note, Cambria was the same attorney that represented Patrick Kane after he was accused of raping a woman in his home in Hamburg, a suburb of Buffalo. Kane was not charged following that investigation and just this week, the NHL concluded their own investigation into the allegations against Kane and considers the matter closed.

In Evander Kane's case, this is one chapter that appears to be closed in a year that has been full of personal ups and downs for Kane. In February 2015, Kane was traded to the Sabres after a reported falling out with teammates with the Winnipeg Jets. Kane also underwent surgery that cost him the remainder of his 2014-15 season.

NHL NFL NBA



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the Jets has 19 goals and 31 points over 58 games this year. At one point he was suspended from the team after missing a practice following a night out after attending the NBA All-Star Game in Toronto. Kane publicly apologized and was reinstated after sitting out one game.

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### Sabres' Evander Kane not charged following sex offense investigation

• 2 min read



### Kings hire Peter Laviolette seeking a quick fix to playoff woes

• 4 min read



### Three Americans can make history with Cup gold medal in same year

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Images by Getty Images and Imagn

# **Exhibit 3**

Complaint  
*Kuechle v. Kane*

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

**RACHEL KUECHLE**  
**145 Ochman Boulevard**  
**Cheektowaga, New York 14225**

Plaintiff,

**SUMMONS**

v.

**Index No.**

**EVANDER KANE**  
**95 Main Street**  
**Buffalo, New York 14203**

Defendant.

**TO THE ABOVE-NAMED DEFENDANTS:**

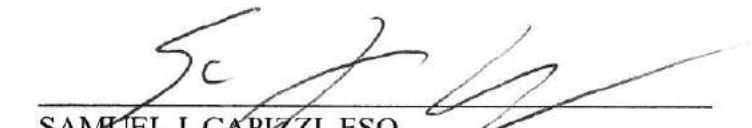
**YOU ARE HEREBY SUMMONED AND REQUIRED** to serve upon Plaintiff's attorneys, at the address stated below, a written Answer to the attached Complaint.

If this Summons is served upon you within the State of New York by personal service, you must respond within twenty (20) days after service, not counting the day of service. If this Summons is not personally delivered to you within the State of New York, you must respond within thirty (30) days after service is completed, as provided by law.

If you do not respond to the attached Complaint within the applicable time limitation stated above, a Judgment will be entered against you by default for the relief demanded in the Complaint without further notice to you.

This action is brought within the County of Erie and the State of New York because of the residence of the Plaintiff in Erie County.

DATED: July 1, 2016  
Buffalo, New York

  
\_\_\_\_\_  
SAMUEL J. CAPIZZI, ESQ.  
COLLINS & COLLINS ATTORNEYS, LLC  
*Attorneys for Plaintiff*  
267 North Street  
Buffalo, New York 14201  
(716) 885-9700

**Collins & Collins**  
ATTORNEYS, LLC

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

---

RACHEL KUECHLE,

Plaintiff,

v.

EVANDER KANE,

Defendant.

---

**COMPLAINT**

Index No:

The Plaintiff, RACHEL KUECHLE, by and through her attorneys, COLLINS & COLLINS ATTORNEYS, LLC, as and for her Complaint against the Defendant, EVANDER KANE, alleges:

1. Plaintiff, RACHEL KUECHLE, was and still is a resident of the Town of Cheektowaga, County of Erie, State of New York.

2. Upon information and belief, the Defendant, EVANDER KANE, was and still is a resident of the County of Erie, residing at the Buffalo Marriott Harborcenter, Buffalo, New York.

3. On December 26, 2015, the Plaintiff, RACHEL KUECHLE, visited Encore Restaurant located at 492 Pearl Street, Buffalo, New York 14202.

4. At some point during the evening of December 26-27, 2015, the Plaintiff, RACHEL KUECHLE, met the Defendant, EVANDER KANE, at Encore Restaurant.

5. While at Encore Restaurant, the Defendant, EVANDER KANE, provided the Plaintiff, RACHEL KUECHLE, with alcoholic beverages.

6. On the morning of December 27, 2015, The Defendant, EVANDER KANE, invited the Plaintiff, RACHEL KUECHLE, back to the Buffalo Marriott

**Collins & Collins**  
ATTORNEYS, LLC

a. 267 North Street, Buffalo, New York 14201 ☐ p. 716 885 9700

Harborcenter, located at 95 Main Street, Buffalo, NY 14203, under the false pretext of attending a party at the Defendant's hotel room.

7. Upon information and belief, the Defendant, EVANDER KANE, sent a message to his personal driver to instruct the driver to drive the Defendant and the Plaintiff to the Buffalo Marriott Harborcenter.

8. Upon information and belief, a hotel room at the Buffalo Marriott Harborcenter was serving as the Defendant's personal residence at the time.

9. The Defendant and the Plaintiff were then driven to the Buffalo Marriott Harborcenter by the Defendant's personal driver.

10. The Defendant, EVANDER KANE, led the Plaintiff, RACHEL KUECHLE, through the employee entrance of the hotel in order to take the Plaintiff to his hotel room.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**AGAINST THE DEFENDANT, EVANDER KANE,**  
**THE PLAINTIFF, RACHEL KUECHLE, ALLEGES:**

11. The Plaintiff repeats and realleges paragraphs "1" through "10" as if fully set forth herein.

12. While in the Defendant's hotel room on December 27, 2015, the Defendant, EVANDER KANE, inflicted a battery upon the Plaintiff, RACHEL KUECHLE.

13. The physical battery inflicted upon the Plaintiff, RACHEL KUECHLE, by the Defendant, EVANDER KANE, was unconsented to.

14. The physical battery inflicted upon the Plaintiff, RACHEL KUECHLE, by the Defendant, EVANDER KANE, was violent, and offensive in nature.

15. As a direct and proximate result of the unwanted, unconsented to, violent, and offensive in nature physical battery inflicted upon the Plaintiff, the Plaintiff was caused to suffer bodily injury including lacerations, extensive bleeding requiring multiple surgeries and blood transfusions, and serious emotional trauma, all to her detriment.

16. As a result of the Defendant's unwanted, and unconsented to, violent, and offensive physical battery upon the Plaintiff, the Plaintiff, RACHEL KUECHLE, suffered serious, permanent and painful personal injuries by reason of which the Plaintiff will suffer damage in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

17. The Plaintiff demands a trial by jury.

**AS AND FOR A SECOND CAUSE OF ACTION  
AGAINST THE DEFENDANT, EVANDER KANE,  
THE PLAINTIFF, RACHEL KUECHLE, ALLEGES:**

18. Plaintiff repeats and reallages paragraphs "1" through "17" as if fully set forth herein.

19. On December 27, 2015, the Defendant, EVANDER KANE, intentionally and/or recklessly engaged in extreme and outrageous conduct towards the Plaintiff, RACHEL KUECHLE, in a manner so shocking and outrageous that it exceeded all reasonable bounds of decency.

20. On December 27, 2015, the Defendant, EVANDER KANE, had intent to cause to severe emotional distress, or disregarded a substantial probability of causing severe emotional distress to the Plaintiff, RACHEL KUECHLE, through his conduct towards the Plaintiff which was so shocking and outrageous that it exceeded all reasonable bounds of decency.

21. As a direct and proximate result of the Defendant, EVANDER KANE's, shocking and outrageous conduct towards the Plaintiff on December 27, 2015, the Plaintiff, RACHEL KUECHLE, was caused to suffer severe emotional distress of such an intensity and duration that no reasonable person should be expected to endure it.

22. As a result of the Defendant's extreme and outrageous conduct, the Plaintiff, RACHEL KUECHLE, suffered serious, permanent and painful personal injuries by reason of which the Plaintiff will suffer damage in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

23. The Plaintiff demands a trial by jury.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**AGAINST THE DEFENDANT, EVANDER KANE,**  
**THE PLAINTIFF, RACHEL KUECHLE, ALLEGES:**

24. Plaintiff repeats and reallages paragraphs "1" through "23" as if fully set forth herein.

25. On December 27, 2015, the Defendant, EVANDER KANE, engaged in conduct unreasonably endangering the Plaintiff, RACHEL KUECHLE's physical safety by causing her to suffer lacerations, bleeding, multiple surgeries and blood transfusions.

26. As a direct and proximate result of the Defendant, EVANDER KANE's, conduct unreasonably endangering the Plaintiff's physical safety, the Plaintiff, RACHEL KUECHLE was caused to suffer severe emotional distress, and serious, permanent and painful personal injuries by reason of which the Plaintiff will suffer damage in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

27. The Plaintiff demands a trial by jury.

**AS AND FOR A FOURTH CAUSE OF ACTION  
AGAINST THE DEFENDANT, EVANDER KANE,  
THE PLAINTIFF, RACHEL KUEHCLE, ALLEGES:**

28. Plaintiff repeats and reallages paragraphs "1" through "27" as if fully set forth herein.

29. On December 27, 2015, the Defendant, EVANDER KANE, negligently caused serious, permanent and painful personal injuries to the Plaintiff, RACHEL KUECHLE.

30. As a direct and proximate result of the negligence of the Defendant, EVANDER KANE, the Plaintiff, RACHEL KUEHCLE was caused to suffer bodily injury including lacerations, extensive bleeding requiring multiple surgeries and blood transfusions, and severe emotional trauma, all to her detriment.

31. As a result of the Defendant, EVANDER KANE's, negligence the Plaintiff, the Plaintiff, RACHEL KUECHLE, suffered serious, permanent and painful personal injuries by reason of which the Plaintiff will suffer damage in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

32. The Plaintiff demands a trial by jury.

**WHEREFORE**, the Plaintiff, RACHEL KUECHLE, demands judgment against the Defendant as and for her first, second, third, and fourth causes of action together with the costs and disbursements of this action.

DATED: July 1, 2016  
Buffalo, New York



---

SAMUEL J. CAPIZZI, ESQ.  
COLLINS & COLLINS  
ATTORNEYS, LLC  
Attorneys for Plaintiff  
267 North Street  
Buffalo, New York 14201  
(716) 885-9700

**Collins & Collins**  
ATTORNEYS, LLC

a. 267 North Street, Buffalo, New York 14201 □ p. 716 885 9700

# **Exhibit 4**

Global News Article



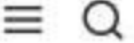
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SPORTS

# Woman sues Buffalo Sabres' Evander Kane, says he injured her



By Staff • The Associated Press

Posted August 2, 2016 1:52 pm · Updated August 2, 2016 2:00 pm · 1 min read



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CANADIAN PRESS IMAGES/Larry MacDougal



-A A+

BUFFALO, N.Y. — A 21-year-old Buffalo woman has sued Sabres' forward Evander Kane, saying he seriously injured her in the hotel room where he lives.

Documents filed July 1 in Erie County State Supreme on behalf of Rachel Kuechle Court, say Kane met her in a bar, invited her to what he said was a party and then attacked her, causing cuts and bleeding that required multiple surgeries.

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Kane had been cleared in March of any criminal charges after authorities investigated the Dec. 27 encounter initially described as a **possible sexual assault**.

His lawyer didn't immediately respond to a request for comment Tuesday but has denied any wrongdoing by his client.

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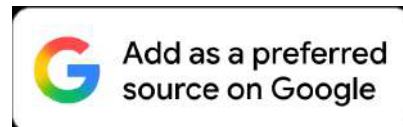
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**RELATED: Buffalo Sabres' Evander Kane arrested**

Kane pleaded not guilty Monday to non-criminal harassment, disorderly conduct and trespass stemming from an unrelated incident at a bar in June.

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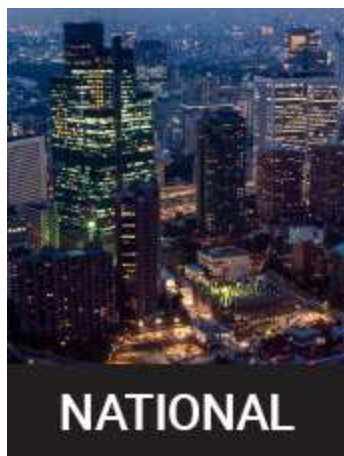


JOURNALISTIC STANDARDS

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COMMENT

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# **Exhibit 5**

Yahoo Sports Article

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## Evander Kane's legal troubles continue with assault lawsuit



(Photo by Jennifer Hefner/NHLI via Getty Images)

**Josh Cooper**

Tue, Aug 2, 2016



Buffalo Sabres forward Evander Kane is being sued by a woman who alleged Kane assaulted her in December, [according to the Buffalo News](#).

The News also reported that Kane is preparing a countersuit.

In late December it was reported that Kane was [the subject of a sex offense investigation](#). After the report, [Kane spoke briefly on the matter](#) proclaiming his innocence, but then didn't discuss it.

[In March](#), Kane was "cleared of any wrongdoing after an investigation into a sexual encounter."

The affidavit filed in State Supreme Court said Kane met the plaintiff Rachel Kuechle at a downtown bar on Dec. 26 and on Dec. 27 invited her to his hotel room at the Buffalo Marriott HarborCenter. There the suit claims Kane "intentionally and/or recklessly engaged in extreme and outrageous conduct towards the Plaintiff, Rachel Kuechle, in a manner so shocking and outrageous that it exceeded all reasonable bounds of decency."

The affidavit also alleged Kane, "caused severe emotional distress of such intensity and duration that no reasonable person should expect to endure it."

It also alleged that Kuechle "was caused to suffer bodily injury including lacerations, extensive bleeding requiring multiple surgeries and blood transfusions, and severe emotional trauma all to her detriment."

The injuries are described as "serious, permanent and painful."

In March, Acting District Attorney Michael J. Flaherty, Jr. released a statement explaining why Kane would not be charged.

*"This investigation was the result of the Buffalo Police following automatic protocols that are in place. Those protocols were followed and there was never a criminal complaint filed. After a careful and diligent examination of all the known facts, including the results of forensic and toxicological testing, neither the provable facts nor the applicable law support the filing of any criminal charges or a prosecution in this matter.... Out of respect for the privacy of all parties involved and given the fact that these matters need to be handled with the utmost sensitivity and confidentiality, I am unable to comment any further regarding the details of the matter."*

The lawsuit adds to a summer of legal woes for the young forward.

Kane [was arrested on July 22](#) for misdemeanor criminal trespass among other charges stemming from [a late June incident at a downtown Buffalo bar](#). On Monday he pled not guilty. The case is due in court on Sept. 9. The lawsuit was announced shortly after Kane's Monday court appearance.

In this latest criminal case, [one police report said Kane](#) grabbed one of his accusers "around the throat and tried pushing her into his car."

Another said he grabbed another accuser "by the arms and tried forcing her out of the bar."

[Sworn depositions by women accusing Kane](#) from that night's incidents went into greater detail. One said he is "aggressive and disrespectful" towards women.

Buffalo traded for Kane in the 2014-15 season after Kane [had a tumultuous six years](#) with the Winnipeg Jets/Atlanta Thrashers organization. In his first season with the Sabres last year, Kane had 20 goals in 65 games. In 2011-12, he

set a career best with 30 goals, but hasn't scored more than 20 since.

Recently, Kane's name has popped up in trade rumors – [specifically to his hometown Vancouver Canucks](#). Sabres general manager Tim Murray [addressed Kane's legal trouble on June 25 at the NHL Draft](#) saying the team would "deal with it" if the accusations were true.

-----

**Josh Cooper** is an editor for **Puck Daddy** on Yahoo Sports. Have a tip? Email him at [puckdaddyblog@yahoo.com](mailto:puckdaddyblog@yahoo.com) or follow him on Twitter! [Follow @joshuacooper](#)

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# **Exhibit 6**

Stipulation Discontinuing Action

*Kuechle v. Kane*

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

\_\_\_\_\_  
RACHEL KUECHLE,

Plaintiff

v.

EVANDER KANE,


Defendant  
\_\_\_\_\_


**STIPULATION  
DISCONTINUING ACTION**

**Index No. 807030/2016**

**IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, the attorneys of record for all the parties to the above entitled action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above entitled action be, and the same hereby is discontinued on the merits, with prejudice, without costs to either party as against the other. This stipulation may be filed without any further notice with the Clerk of the Court.

Dated: Buffalo, New York  
March 28, 2022

  
\_\_\_\_\_  
James Scime, Esq.  
LIPSITZ GREEN SCIME CAMBRIA LLP  
Attorneys for Defendant,  
42 Delaware Avenue, Suite 120  
Buffalo, New York 14022  
(716) 849-1333

  
\_\_\_\_\_  
Samuel J. Capizzi, Esq.  
COLLINS & COLLINS ATTORNEYS, LLC  
Attorneys for Plaintiff  
267 North Street  
Buffalo, New York 14201  
(716) 885-9700

# **Exhibit 7**

SportsNet Article

## Evander Kane's lawyer says player has settled lawsuit with Buffalo woman

*Sportsnet Staff*

**Editor's Note:**The following story contains assault allegations and may be distressing to some readers.

[Edmonton Oilers](#) forward [Evander Kane](#) has settled a lawsuit from a Buffalo-area woman who accused the then-Sabres player of assaulting her, his bankruptcy lawyer confirmed to Sportsnet on Wednesday.

Lawyer Stephen Finestone said the lawsuit has been settled, confirming the story first reported by *The Athletic*.

Rachel Kuechle filed the lawsuit in July 2016.

Documents filed in Erie County State Supreme Court on behalf of Kuechle say Kane met her in a bar, invited her to what he said was a party and then attacked her, causing cuts and bleeding that required multiple surgeries. Without providing details of how she was injured, her lawyers said Kuechle suffered "serious emotional trauma" and "serious, permanent and painful personal injuries."

Kane later filed a counterclaim, which was partially dismissed.

The cases were stayed after Kane filed for bankruptcy protection last year.

# **Exhibit 8**

The Athletic Article

# Evander Kane settles 7-year-old assault lawsuit brought by Buffalo woman

Daniel Kaplan

[Edmonton Oilers](#) forward [Evander Kane](#) has settled a long-running lawsuit brought by Rachel Kuechle, a Buffalo-area woman who accused the then-[Buffalo Sabres](#) player of assaulting her. The settlement also includes his counter-defamation claim against her.

The settlement is the latest development in a series of issues for Kane, from [his personal bankruptcy](#) to a messy divorce to getting cut for cause by the San Jose [Sharks](#). Tuesday, he was in New York for his [grievance hearing over the remaining \\$23 million](#) on his Sharks contract.

Kane's bankruptcy attorney, Stephen Finestone, confirmed in an email the case had settled but offered no details. Kane's and Kuechle's attorneys did not reply for comment.

The upstate New York court judge, who had scheduled a trial for Sept. 19, had recently ordered the parties into mediation. The docket does not yet list a notice of settlement but recently changed the case description from "active" to "disposed."

Earlier Tuesday, Kuechle filed to withdraw with prejudice — meaning she can't refile — her \$3 million claim pending in the bankruptcy court.

Top League Content

Kuechle sued Kane in 2016. Her complaint outlined how Kane met her on the evening of Dec. 26, 2015, at Encore Restaurant in Buffalo, where Kane played for the [Sabres](#). While there, he provided her with alcohol, according to the complaint. The complaint states that later that night, he invited her to the Buffalo Marriott Harbor Center "under the false pretext of attending a party at his hotel room."

CAR

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"While in the hotel room, he inflicted a battery upon Kuechle," the complaint read. "The physical battery was ... violent and offensive in nature," causing Kuechle to "suffer bodily injury including lacerations, extensive bleeding, requiring multiple surgeries, and blood transfusions and serious emotional trauma, all to her detriment."

Buffalo police investigated but no charges were brought, [according to published reports](#) at the time.

Kane filed a defamation lawsuit in response, which was partially dismissed in 2018. The cases, pending in an upstate New York court, had been stayed once Kane filed for Chapter 7 bankruptcy protection in early 2021.

But Kuechle moved to have one of her state claims proceed, which the bankruptcy court acceded to. And in a move that perhaps presaged the settlement, the trustee for Kane’s bankruptcy [declined to fund his counter lawsuit](#) against Kuechle.

Kane’s bankruptcy still has a claim from a woman who says the left wing harmed her. Hope Parker remains a creditor, having filed for \$2 million. She alleges she had an abortion after he agreed to pay her to do so. Parker argues after the abortion Kane declined to pay.

Her case in L.A. Superior Court is currently stayed. She has an ongoing adversarial proceeding in the bankruptcy court against Kane, who has moved to dismiss her claim.

*(Photo: Derek Leung / Getty Images)*

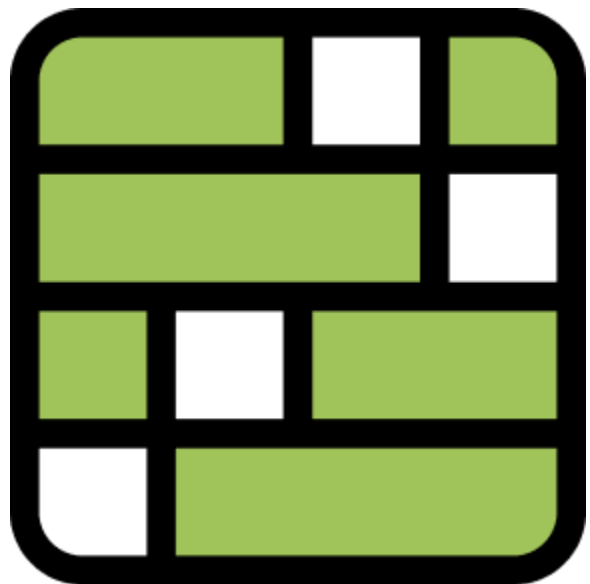
THE ATHLETIC

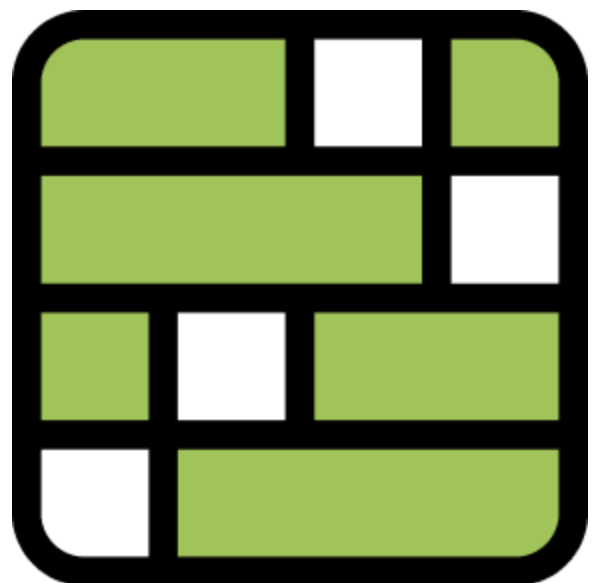
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Jun 14, 2026

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# **Exhibit 9**

USA Today Article



NHL

Evander Kane

Add Topic

# Reports: Evander Kane arrested for June incident at Buffalo bar

**A.J. Perez** USA TODAY Sports

Updated July 22, 2016, 2:10 p.m. ET

Buffalo Sabres forward Evander Kane turned himself into police and was booked on a single count of misdemeanor trespassing and other lesser charges on Friday, according to multiple reports.

The arrest stems from a June 24 incident at a Buffalo bar, Bottoms Up, after an encounter with three women and a male bouncer, [The Buffalo News reported](#), citing police sources. Kane allegedly put his hands on the four people during the incident, including grabbing one of the women by her throat.

The one count of criminal trespass is related to Kane allegedly refusing to leave the bar, the newspaper reported. He also faces up to four non-criminal harassment charges that allege he engaged in "physical conduct" with the alleged victims, according to *The News*. Kane has also been charged with a violation of disorderly conduct, alleging that he created a "hazardous/offensive condition," according to *The News*.

"We are aware of the legal developments today in Buffalo relating to an incident involving Evander Kane in and around the time of the NHL Draft last month," [the NHL said in a statement](#) via TSN's Darren Dreger. "While we intend to monitor the developments in his legal proceedings, at this time, it is not the League's current intention to take any form of disciplinary action against Mr. Kane. Mr. Kane will be directed to the NHL/NHLPA Behavioral Health professionals for evaluation and counseling, as they may determine necessary."

Kane's attorney, Paul Cambria, says his client is innocent of all charges.

In March, prosecutors said there was no evidence to support a sexual assault charge against Kane stemming from a December incident.

*The Associated Press contributed to this report*

# **Exhibit 10**

ESPN Article

## **Sabres' Kane pleads not guilty in June bar incident**

BUFFALO SABRES 10y

## **Why goalie tandems have taken over the NHL -- even in the playoffs**

BUFFALO SABRES 3d - Ryan Clark

## **Stanley Cup playoffs daily: Can the Golden Knights force a Game 7?**

CAROLINA HURRICANES 12h - ESPN Staff

## **Golden Knights rule out center Karlsson for Game 6**

VEGAS GOLDEN KNIGHTS 1d - Greg Wyshynski

## **Knights' Hart: Carolina fan chants are 'just noise'**

VEGAS GOLDEN KNIGHTS 1d - Greg Wyshynski

## **Svechnikov strikes twice as Canes on cusp of title**

CAROLINA HURRICANES 3d

## **Vegas' Torts vows a Game 7: 'We'll be back here'**

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# Evander Kane pleads not guilty to charges in June bar incident

Associated Press

Aug 1, 2016, 10:19 AM ET

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BUFFALO, N.Y. -- [Buffalo Sabres](#) forward [Evander Kane](#) pleaded not guilty Monday to charges alleging he grabbed three women during an altercation at a downtown bar in June.

Kane didn't speak as his attorney entered the plea for him in Buffalo City Court during the brief appearance. Judge Barbara Johnson-Lee scheduled his next court date for Sept. 9.

Kane, who turns 25 Tuesday, was arrested July 22 after turning himself in to police. He was charged with non-criminal harassment, disorderly conduct and trespass and was released after being processed.

The charges stem from an alleged incident that occurred early on June 24 at Bottoms Up, a nightclub in Buffalo's popular Chippewa Street entertainment district. Three women said they were grabbed by Kane inside the bar. A male bar employee said he also had a run-in with the NHL player.

His lawyer, Paul Cambria, has questioned why Kane was charged with trespassing when he was invited to the bar by its owner. Cambria called the allegations "extremely exaggerated" while saying his client "denies strenuously any wrongdoing."

Cambria also played down reports that some of the encounters were captured by the bar's video surveillance cameras.

Erie County Acting District Attorney Michael Flaherty said, "it's our opinion that the evidence does support the charges," but wouldn't go into details about what the video showed.

According to the complaints given to police by the three women, Kane either pulled their hair or grabbed them by neck during encounters inside the bar. One of the women said Kane told her, "You're coming to my house with me and you're going to like it."

When the woman told him no, Kane grabbed her around the neck with both hands, the woman told police.

Another woman told police that Kane grabbed her hair from behind, while the third said he grabbed her throat and pulled her hair.

A bouncer told police that the DJ sent him a text around 3 a.m. saying, "Kane's gotta go." The bouncer said that after he told Kane he had to leave the nightclub, Kane pushed him twice before "someone else grabbed Kane and walked him out the back."

After the bar closed, employees watched video surveillance that showed Kane grabbing one of the women by the throat on the dance floor, the bouncer said.

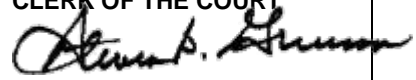
In March, prosecutors announced that Kane would not face a sexual assault charge stemming from a December incident in Buffalo because there was no evidence to support the allegation.

The fourth player selected in the 2009 draft, Kane was acquired in a multiplayer trade with Winnipeg in February 2015. He scored 20 goals and added 15 assists in 65 games last season. He has two years remaining on his contract.

# **Exhibit 11**

Complaint

*The Cosmopolitan v. Kane*



CASE NO: A-19-804759-C  
Department 26

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8 Telephone: (702) 835-6803  
Facsimile: (702) 920-8669

9 *Attorneys for Plaintiff Nevada Property 1 LLC*  
10 *d/b/a The Cosmopolitan of Las Vegas*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 NEVADA PROPERTY 1 LLC d/b/a THE  
14 COSMOPOLITAN of LAS VEGAS, a  
Delaware limited liability company,

15 Plaintiff,

16 v.

17 EVANDER FRANK KANE, an individual,

18 Defendant.  
19

Case No.:  
Dept. No.:

**COMPLAINT**

20 Plaintiff Nevada Property 1 LLC d/b/a The Cosmopolitan of Las Vegas ("The  
21 Cosmopolitan") complains against Defendant Evander Frank Kane ("Kane") as follows:

22 **PARTIES**

23 1. The Cosmopolitan is a Delaware limited liability company, authorized to conduct  
24 business in Clark County, Nevada.

25 2. Upon information and belief, Kane is a citizen of Canada who currently resides in  
26 San Jose, California.

27 3. Kane is a professional hockey player with the National Hockey League's San Jose  
28

SEMENZA KIRCHER RICKARD  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada 89145  
Telephone: (702) 835-6803

1 Sharks.

2 **BACKGROUND**

3 4. On or around April 15, 2019, Kane executed eight (8) credit instruments in favor of  
4 The Cosmopolitan:

- 5 a. Document Number 70480877 in the amount of \$100,000.00;
- 6 b. Document Number 70480874 in the amount of \$80,000.00;
- 7 c. Document Number 70480879 in the amount of \$100,000.00;
- 8 d. Document Number 70480873 in the amount of \$40,000.00;
- 9 e. Document Number 70480876 in the amount of \$40,000.00;
- 10 f. Document Number 70480864 in the amount of \$40,000.00;
- 11 g. Document Number 70480875 in the amount of \$80,000.00; and
- 12 h. Document Number 70480866 in the amount of \$20,000.00.

13 5. To date, Kane has not made any payments and the total principal balance of  
14 \$500,000.00 remains unpaid.

15 6. Kane presently owes The Cosmopolitan the principal balance of \$500,000.00 plus  
16 its reasonable attorneys' fees, costs and interest.

17 7. The Cosmopolitan's employees and/or representatives made attempts to resolve  
18 payment of the outstanding amount, but were unsuccessful.

19 **FIRST CAUSE OF ACTION**  
20 **(Breach of Contract)**

21 8. The Cosmopolitan incorporates the allegations contained in paragraphs 1 to 7 as  
22 though fully set forth herein.

23 9. In consideration of the \$500,000.00 in credit given to Kane, which he willingly  
24 accepted from The Cosmopolitan, Kane agreed to repay his debt.

25 10. To date and despite repeated demands, Kane has refused to repay the principal  
26 balance of \$500,000.00 that he owes to The Cosmopolitan.

27 11. As a result, The Cosmopolitan has been damaged in an amount that exceeds  
28 \$15,000.00 exclusive of costs and interest.





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29. The Cosmopolitan has been forced to hire an attorney to prosecute this action and therefore seeks recovery of its attorneys' fees and court costs, including an award of prejudgment and post-judgment interest.

**WHEREFORE**, The Cosmopolitan prays for judgment as follows:

1. For damages in an amount to be determined at trial, but in excess of \$15,000.00;
2. Attorneys' fees and costs of suit;
3. Prejudgment and post-judgment interest on the amounts owed; and
4. Any further relief this Court deems proper.

DATED this 4th day of November, 2019.

SEMENZA KIRCHER RICKARD

/s/ Lawrence J. Semenza, III

Lawrence J. Semenza, III, Esq., Bar No. 7174  
Christopher D. Kircher, Esq., Bar No. 11176  
Jarrod L. Rickard, Esq., Bar No. 10203  
Katie L. Cannata, Esq. Bar No. 14848  
10161 Park Run Drive, Ste. 150  
Las Vegas, Nevada 89145

*Attorneys for Plaintiff Nevada Property 1 LLC  
d/b/a The Cosmopolitan of Las Vegas*

# **Exhibit 12**

Las Vegas Review Journal Article



Home >> Crime >> Courts



## Las Vegas casino sues NHL's Evander Kane over \$500K in gambling markers



A+

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CLOSE

Las Vegas casino sues Evander Kane for unpaid gambling markers



**Frank Akers**

Las Vegas Review-Journal

November 5, 2019 - 3:32 pm



Updated November 5, 2019 - 5:40 pm

San Jose Sharks forward Evander Kane has 500,000 more reasons to dislike Las Vegas.

The Cosmopolitan of Las Vegas filed a lawsuit Monday in Clark County District Court alleging Kane failed to pay back \$500,000 in gambling markers the casino extended to him in April.

The court documents state that Kane, who is a Canadian citizen, took out eight credits of varying amounts between \$20,000 and \$100,000 on or about April 15. That date would have fallen between Games 3 and 4 of the Stanley Cup first-round playoff series between the Sharks and the Vegas Golden Knights.

The Cosmopolitan also seeks repayment of legal fees associated with the lawsuit. The Cosmopolitan declined to comment on pending litigation, citing company policy.

Kane, who signed a seven-year deal with the Sharks in 2018 worth \$49 million, is notorious for his [ongoing feud with Knights bruiser Ryan Reaves](#).

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Coincidentally, Reaves and Kane got into a brawl during Game 3 of the 2019 playoff series, the night before the Cosmopolitan issued the casino markers to Kane. The rivalry has made Kane enemy No. 1 for Knights' fans.

The two players have kept their long-standing rivalry going into this season, one that began with Kane being ejected for an altercation with a referee in the team's preseason finale against the Knights in Las Vegas. The two teams played each other again in the season opener, with [Reaves saying he was "very disappointed"](#) that Kane would miss the game because he had been suspended for the first three regular season games.

Representatives of the Sharks and the NHL weren't immediately available for comment.

Contact Mick Akers at [makers@reviewjournal.com](mailto:makers@reviewjournal.com) or 702-387-2920. Follow [@mickakers](#) on Twitter.

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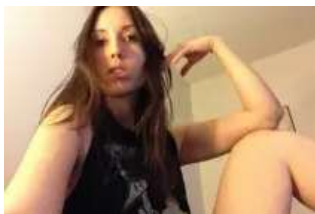
### Jurors return guilty verdict for Las Vegas crash that killed teen

The 17-year-old victim was crossing the street when the defendant was driving more than double the speed limit.



### North Las Vegas murder suspect arrested in New York

Kali Hines, 21, was taken into custody by a U.S. Marshals Service task force at a home in the Utica area.



### Las Vegas woman faces extradition from Mexico in deadly romance scam

A Las Vegas woman suspected of running a romance scam that caused three deaths is facing extradition to the United States after being convicted in a related case in Mexico.



### Las Vegas federal case dismissed for man arrested in biolab probe

Prosecutors' motion to dismiss was vague on why they had decided to drop the case in which he was accused of illegally possessing a gun.



### Reno man indicted for embezzling nearly \$8M from broadband project

A federal grand jury returned a 16-count indictment against the owner of a former internet service provider in connection with an alleged embezzlement from a federal grant project.



### Teen accused of plotting Las Vegas mass shooting sentenced to probation

Police said he wrote in a notebook entry, "I lied, I'm doing it today, the massacre" and also discussed how he would attack a library.



## Lombardo picks prosecutor for seat formerly held by controversial judge

A longtime prosecutor, Colleen Brown oversees the major fraud and elder abuse unit in the Clark County district attorney's office.



## Man pleads guilty to assaulting TSA officers at Las Vegas airport

A man pleaded guilty to attempting to access a boarding area with a fake boarding pass before assaulting officers at Harry Reid International Airport, federal prosecutors said.



## Candidates compete in primary for Henderson and Las Vegas judgeships

In each race, if one of the candidates receives more than 50 percent of the vote in the primary, that candidate will win outright.



## Man who stole bus in Las Vegas, killed motorcyclist sent to prison

A man who stole a Salvation Army bus and killed a motorcyclist following a January police pursuit was sentenced to prison on Tuesday.



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# **Exhibit 13**

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# Cosmopolitan Drops \$500,000 Casino Marker Case Against NHL's Evander Kane

Posted on: April 10, 2020, 09:41h. Last updated on: July 19, 2021, 01:22h.



Philip Conneller @casinoorgphilc

Expertise: Gaming Business, Regulation, Tribal Gaming.



The Cosmopolitan of Las Vegas has dismissed a case against the San Jose Sharks' [Evander Kane](#) that was seeking recovery of \$500,000 in unpaid casino markers, *The Las Vegas Review-Journal* reports.



Kane (left) has a longstanding rivalry with Ryan Reeves (right) of the Las Vegas Golden Knights. (Image: Yahoo Canada Sports)

The Cosmo sued Kane last November because the Canadian NHL veteran had been given eight lines of credit in amounts ranging from \$20,000 to \$100,000 on April 15, 2019, which he had not paid back.

Kane was in town that day because the Sharks were facing the Las Vegas Golden Knights in the NHL playoffs.

## Letting Off Steam

The Cosmopolitan lawsuit demanded repayment of the markers plus legal costs from Kane, who signed a \$49 million contract extension with the Sharks in 2018 and is expected to earn \$8 million this year.

An attorney representing the Cosmopolitan, Lawrence Semenza, confirmed to the *Review-Journal* that the case had been dropped, but declined to comment on whether it had been settled out of court.

Kane may have had good reason to want to blow off some steam on April 15. This was the day after his team was beaten 5-0 by the Knights, and the Sharks forward was issued a game misconduct for dropping Knights defenseman Colin Miller with a left hook.

Kane has a longstanding and bitter feud with the Knights' Ryan Reeves that goes back to their days playing against each other in the Western Hockey League.

## Melnyk Fights Back

Kane is not the only NHL personality who has been recently chased for casino markers. In July, Connecticut's Mohegan Sun launched a \$1.05 million legal claim against [Eugene Melnyk](#), the owner of the Ottawa Senators.

The casino claims pharmaceutical billionaire Melnyk issued five bank drafts for a total of \$900,000 to fund a St Patrick's Day weekend gambling spree in 2017. But his bank later failed to honor the drafts.

Melnyk is fighting back. His lawyers argue that the [casino](#) acted in bad faith when it "failed and refused defendant's instruction to cash out defendant's chips during a gambling session at a time when defendant

was winning significant amounts of money, but induced defendant to continue to gamble, during which time plaintiff's conduct caused defendant to incur substantial losses.”

But the king of unpaid casino credit lines from the sports world has to be former NBA champion Antoine Walker. In 2011, Walker was ordered by a court in Las Vegas to repay \$750,000 in gambling debts he had racked up at three casinos in the city.

He pleaded guilty to one felony bad check charge and was sentenced to five years' probation.

## No comments yet

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Name

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# **Exhibit 14**

Bankruptcy Petition

*In Re: Evander Frank Kane*

**Fill in this information to identify your case:**

United States Bankruptcy Court for the:

NORTHERN DISTRICT OF CALIFORNIA

Case number (if known) \_\_\_\_\_

Chapter you are filing under:

- Chapter 7
- Chapter 11
- Chapter 12
- Chapter 13

Check if this is an amended filing

**Official Form 101**

**Voluntary Petition for Individuals Filing for Bankruptcy**

04/20

The bankruptcy forms use *you* and *Debtor 1* to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use *you* to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Identify Yourself**

**About Debtor 1:**

**About Debtor 2 (Spouse Only in a Joint Case):**

**1. Your full name**

Write the name that is on your government-issued picture identification (for example, your driver’s license or passport).

Bring your picture identification to your meeting with the trustee.

**Evander** \_\_\_\_\_  
First name

**Frank** \_\_\_\_\_  
Middle name

**Kane** \_\_\_\_\_  
Last name and Suffix (Sr., Jr., II, III)

\_\_\_\_\_   
First name

\_\_\_\_\_   
Middle name

\_\_\_\_\_   
Last name and Suffix (Sr., Jr., II, III)

**2. All other names you have used in the last 8 years**

Include your married or maiden names.

**3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)**

**xxx-xx-7617**

**About Debtor 1:**

**About Debtor 2 (Spouse Only in a Joint Case):**

**4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years**

I have not used any business name or EINs.

I have not used any business name or EINs.

Include trade names and *doing business as* names

Business name(s) \_\_\_\_\_

Business name(s) \_\_\_\_\_

EIN \_\_\_\_\_

EIN \_\_\_\_\_

**5. Where you live**

**2301 Richland Ave  
San Jose, CA 95125**

Number, Street, City, State & ZIP Code

**Santa Clara**

County

**If your mailing address is different from the one above, fill it in here.** Note that the court will send any notices to you at this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

**If Debtor 2 lives at a different address:**

Number, Street, City, State & ZIP Code

County

**If Debtor 2's mailing address is different from yours, fill it in here.** Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

**6. Why you are choosing this district to file for bankruptcy**

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason. Explain. (See 28 U.S.C. § 1408.)

Check one:

Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

I have another reason. Explain. (See 28 U.S.C. § 1408.)

**Part 2: Tell the Court About Your Bankruptcy Case**

7. **The chapter of the Bankruptcy Code you are choosing to file under** *Check one.* (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.

Chapter 7

Chapter 11

Chapter 12

Chapter 13

8. **How you will pay the fee**

**I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.

**I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).

**I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.

9. **Have you filed for bankruptcy within the last 8 years?**

No.

Yes.

District _____	When _____	Case number _____
District _____	When _____	Case number _____
District _____	When _____	Case number _____

10. **Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?**

No

Yes.

Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	
Debtor _____	Relationship to you _____
District _____	When _____
Case number, if known _____	

11. **Do you rent your residence?**

No. Go to line 12.

Yes. Has your landlord obtained an eviction judgment against you?

No. Go to line 12.

Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it as part of this bankruptcy petition.

**Part 3: Report About Any Businesses You Own as a Sole Proprietor**

**12. Are you a sole proprietor of any full- or part-time business?**

- No. Go to Part 4.
- Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

\_\_\_\_\_  
Name of business, if any

\_\_\_\_\_  
Number, Street, City, State & ZIP Code

*Check the appropriate box to describe your business:*

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- None of the above

**13. Are you filing under Chapter 11 of the Bankruptcy Code, and are you a small business debtor or a debtor as defined by 11 U.S.C. § 1182(1)?**

*If you are filing under Chapter 11, the court must know whether you are a small business debtor or a debtor choosing to proceed under Subchapter V so that it can set appropriate deadlines. If you indicate that you are a small business debtor or you are choosing to proceed under Subchapter V, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).*

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

- No. I am not filing under Chapter 11.
- No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.
- Yes. I am filing under Chapter 11, I am a small business debtor according to the definition in the Bankruptcy Code, and I do not choose to proceed under Subchapter V of Chapter 11.
- Yes. I am filing under Chapter 11, I am a debtor according to the definition in § 1182(1) of the Bankruptcy Code, and I choose to proceed under Subchapter V of Chapter 11.

**Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention**

**14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?**

- No.
- Yes. What is the hazard? \_\_\_\_\_
- If immediate attention is needed, why is it needed? \_\_\_\_\_

*For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?*

Where is the property? \_\_\_\_\_

\_\_\_\_\_  
Number, Street, City, State & Zip Code

**Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling**

**15. Tell the court whether you have received a briefing about credit counseling.**

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

**About Debtor 1:**

*You must check one:*

- I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

- I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- I am not required to receive a briefing about credit counseling because of:**
  - Incapacity.**  
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
  - Disability.**  
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
  - Active duty.**  
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

**About Debtor 2 (Spouse Only in a Joint Case):**

*You must check one:*

- I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

- I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- I am not required to receive a briefing about credit counseling because of:**
  - Incapacity.**  
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
  - Disability.**  
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
  - Active duty.**  
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

**Part 6: Answer These Questions for Reporting Purposes**

16. What kind of debts do you have?
- 16a. **Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as “incurred by an individual primarily for a personal, family, or household purpose.”
- No. Go to line 16b.
- Yes. Go to line 17.
- 16b. **Are your debts primarily business debts?** *Business debts* are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.
- No. Go to line 16c.
- Yes. Go to line 17.
- 16c. State the type of debts you owe that are not consumer debts or business debts

17. Are you filing under Chapter 7?
- No. I am not filing under Chapter 7. Go to line 18.
- Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?
- No
- Yes
- Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?

18. How many Creditors do you estimate that you owe?
- 1-49
- 50-99
- 100-199
- 200-999
- 1,000-5,000
- 5001-10,000
- 10,001-25,000
- 25,001-50,000
- 50,001-100,000
- More than 100,000

19. How much do you estimate your assets to be worth?
- \$0 - \$50,000
- \$50,001 - \$100,000
- \$100,001 - \$500,000
- \$500,001 - \$1 million
- \$1,000,001 - \$10 million
- \$10,000,001 - \$50 million
- \$50,000,001 - \$100 million
- \$100,000,001 - \$500 million
- \$500,000,001 - \$1 billion
- \$1,000,000,001 - \$10 billion
- \$10,000,000,001 - \$50 billion
- More than \$50 billion

20. How much do you estimate your liabilities to be?
- \$0 - \$50,000
- \$50,001 - \$100,000
- \$100,001 - \$500,000
- \$500,001 - \$1 million
- \$1,000,001 - \$10 million
- \$10,000,001 - \$50 million
- \$50,000,001 - \$100 million
- \$100,000,001 - \$500 million
- \$500,000,001 - \$1 billion
- \$1,000,000,001 - \$10 billion
- \$10,000,000,001 - \$50 billion
- More than \$50 billion

**Part 7: Sign Below**

**For you** I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**/s/ Evander Frank Kane**

**Evander Frank Kane** Signature of Debtor 1

Executed on **January 9, 2021** MM / DD / YYYY

Signature of Debtor 2

Executed on MM / DD / YYYY

**For your attorney, if you are represented by one**

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

**If you are not represented by an attorney, you do not need to file this page.**

/s/ Stephen D. Finestone  
Signature of Attorney for Debtor

Date January 9, 2021  
MM / DD / YYYY

Stephen D. Finestone 125675  
Printed name

Finestone Hayes LLP  
Firm name

456 Montgomery St., 20th Floor  
San Francisco, CA 94104  
Number, Street, City, State & ZIP Code

Contact phone 415 421-2624

Email address sfimestone@fhlawllp.com

125675 CA  
Bar number & State

**Fill in this information to identify your case:**

Debtor 1 **Evander Frank Kane**  
 First Name Middle Name Last Name

Debtor 2  
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
 (if known)

Check if this is an amended filing

**Official Form 106Sum**  
**Summary of Your Assets and Liabilities and Certain Statistical Information** 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

**Part 1: Summarize Your Assets**

	<b>Your assets</b>
	Value of what you own
1. <b>Schedule A/B: Property</b> (Official Form 106A/B)	
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$ <u>8,260,000.00</u>
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$ <u>1,964,743.65</u>
1c. Copy line 63, Total of all property on Schedule A/B.....	\$ <u>10,224,743.65</u>

**Part 2: Summarize Your Liabilities**

	<b>Your liabilities</b>
	Amount you owe
2. <b>Schedule D: Creditors Who Have Claims Secured by Property</b> (Official Form 106D)	
2a. Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of <i>Schedule D</i> ...	\$ <u>8,500,000.00</u>
3. <b>Schedule E/F: Creditors Who Have Unsecured Claims</b> (Official Form 106E/F)	
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of <i>Schedule E/F</i> .....	\$ <u>256,320.13</u>
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of <i>Schedule E/F</i> .....	\$ <u>18,081,019.87</u>
<b>Your total liabilities</b>	\$ <u>26,837,340.00</u>

**Part 3: Summarize Your Income and Expenses**

4. <b>Schedule I: Your Income</b> (Official Form 106I)	
Copy your combined monthly income from line 12 of <i>Schedule I</i> .....	\$ <u>2,083.33</u>
5. <b>Schedule J: Your Expenses</b> (Official Form 106J)	
Copy your monthly expenses from line 22c of <i>Schedule J</i> .....	\$ <u>93,214.46</u>

**Part 4: Answer These Questions for Administrative and Statistical Records**

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**
- No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
- Yes
7. **What kind of debt do you have?**
- Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
- Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. *Check this box* and submit this form to the court with your other schedules.

Debtor 1 Evander Frank Kane

Case number (if known) \_\_\_\_\_

8. **From the *Statement of Your Current Monthly Income*:** Copy your total current monthly income from Official Form 122A-1 Line 11; **OR**, Form 122B Line 11; **OR**, Form 122C-1 Line 14.

\$ \_\_\_\_\_

9. **Copy the following special categories of claims from Part 4, line 6 of *Schedule E/F*:**

	<b>Total claim</b>
<b>From Part 4 on <i>Schedule E/F</i>, copy the following:</b>	
9a. Domestic support obligations (Copy line 6a.)	\$ <u>0.00</u>
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$ <u>256,320.13</u>
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$ <u>0.00</u>
9d. Student loans. (Copy line 6f.)	\$ <u>0.00</u>
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$ <u>0.00</u>
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+\$ <u>0.00</u>
9g. <b>Total.</b> Add lines 9a through 9f.	\$ <u>256,320.13</u>

**Fill in this information to identify your case and this filing:**

Debtor 1 Evander Frank Kane  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_

Check if this is an amended filing

# Official Form 106A/B

## Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1

**2301 Richland Ave.**

Street address, if available, or other description

**San Jose CA 95125-0000**  
City State ZIP Code

**Santa Clara**  
County

**What is the property?** Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
<b>\$3,000,000.00</b>	<b>\$3,000,000.00</b>

**Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.**

**Fee simple**

**Check if this is community property**  
(see instructions)

**Other information you wish to add about this item, such as local property identification number:**

**If you own or have more than one, list here:**

1.2 **3457 W. 35th Ave.**  
 Street address, if available, or other description

**Vancouver BC**  
 City State ZIP Code

**Canada**  
 County

**What is the property?** Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

**2,078 square foot single family residence  
 5 bedroom, 1.5 bath  
 Value shown and debt is 100% even though debtor holds 50%**

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
<b>\$2,860,000.00</b>	<b>\$2,860,000.00</b>

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Joint tenant**

**Check if this is community property** (see instructions)

**If you own or have more than one, list here:**

1.3 **8447 Isabel Place**  
 Street address, if available, or other description

**Vancouver BC 00000-0000**  
 City State ZIP Code

**Canada**  
 County

**What is the property?** Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

**2,800 square foot home  
 5 bedroom, 3.5 bath  
 Value is in USD based upon exchange of .77 to 1 USD**

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
<b>\$2,400,000.00</b>	<b>\$2,400,000.00</b>

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Fee simple**

**Check if this is community property** (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

<b>\$8,260,000.00</b>
-----------------------

**Part 2: Describe Your Vehicles**

**Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not?** Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

- No
- Yes

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**

*Examples:* Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
- Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

**\$0.00**

**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

6. **Household goods and furnishings**

*Examples:* Major appliances, furniture, linens, china, kitchenware

- No
- Yes. Describe.....

**Household: couch, table, chairs, beds, silverwear, baby toys, crib**

**\$40,000.00**

7. **Electronics**

*Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
- Yes. Describe.....

**Electronics: TVs, playstation, computer, printer**

**\$12,000.00**

8. **Collectibles of value**

*Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
- Yes. Describe.....

9. **Equipment for sports and hobbies**

*Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
- Yes. Describe.....

10. **Firearms**

*Examples:* Pistols, rifles, shotguns, ammunition, and related equipment

- No
- Yes. Describe.....

**Firearms: shotguns, hand guns, riffle**

**\$8,000.00**

11. **Clothes**

*Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
- Yes. Describe.....

**Clothes: clothes**

**\$20,000.00**

**12. Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
- Yes. Describe.....

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

- No
- Yes. Describe.....

**One dog**

**\$0.00**

**14. Any other personal and household items you did not already list, including any health aids you did not list**

- No
- Yes. Give specific information.....

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....**

**\$80,000.00**

**Part 4: Describe Your Financial Assets**

**Do you own or have any legal or equitable interest in any of the following?**

**Current value of the portion you own?**  
Do not deduct secured claims or exemptions.

**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No
- Yes.....

**Cash:  
emergency  
cash**

**\$2,500.00**

**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No
- Yes.....

Institution name:

17.1. **Checking Account: Bank of America** **\$0.00**

17.2. **Checking Account: Wells Fargo** **\$792.65**

17.3. **Checking Account: Wells Fargo  
Balance of account varies** **\$35,000.00**

**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No
- Yes..... Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

No

Yes. Give specific information about them.....

Name of entity:

% of ownership:

**Membership interests in Ascher Capital II and III LLC. Debtor purchased investments in two limited liability companies in connection with conservation tax easement acquisition. Debtor borrowed the funds for investment - \$750,000 and is uncertain whether lender (arranged by investment advisor) is secured as to investment and return.**

**uncertain** %

**Unknown**

**Lions Properties LLC  
Entity has no assets**

**100%  
ownership  
with wife** %

**\$0.00**

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**

*Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders. *Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.

No

Yes. Give specific information about them

Issuer name:

21. **Retirement or pension accounts**

*Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

No

Yes. List each account separately.

Type of account:

Institution name:

22. **Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

*Examples:* Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

No

Yes. ....

Institution name or individual:

23. **Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)

No

Yes.....

Issuer name and description.

24. **Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

No

Yes.....

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. **Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**

No

Yes. Give specific information about them...

26. **Patents, copyrights, trademarks, trade secrets, and other intellectual property**

*Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements

No

Yes. Give specific information about them...

27. **Licenses, franchises, and other general intangibles**

*Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

No

Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?

Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

<p><b>Estimated return from purchase of tax conservation easement if allowed by IRS</b>  <b>Debtor does not know if potential creditor lien is perfected</b></p>
--

Federal

\$1,800,000.00

<p><b>Refund due for payment of transfer tax on exempt real property transfer. Debtor paid taxes with transfer but a refund request should be processed.</b></p>
--

Local

\$37,147.00

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
- Yes. Name the insurance company of each policy and list its value.

Company name:	Beneficiary:	Surrender or refund value:
<u>Equitable Life Insurance Whole Life Policy</u>	<u>Deanna Kane</u>	<u>\$9,304.00</u>

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No
- Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

- No
- Yes. Describe each claim.....

<p><b>Claims against Leon McKenzie and Sure Sports LLC related to business advice and obtaining loans for Debtor. This includes violation of the Florida Broker's Act, Deceptive and Unfair Trade Practice, Fraud, Breach of Fiduciary Duty</b></p>
---

Unknown

**Counterclaim against Rachel Kuechle in Erie County matter**

**Unknown**

**35. Any financial assets you did not already list**

- No
- Yes. Give specific information..

**36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....**

**\$1,884,743.65**

**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.**

**37. Do you own or have any legal or equitable interest in any business-related property?**

- No. Go to Part 6.
- Yes. Go to line 38.

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**  
If you own or have an interest in farmland, list it in Part 1.

**46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

- No. Go to Part 7.
- Yes. Go to line 47.

**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above**

**53. Do you have other property of any kind you did not already list?**

*Examples: Season tickets, country club membership*

- No
- Yes. Give specific information.....

**54. Add the dollar value of all of your entries from Part 7. Write that number here .....**

**\$0.00**

**Part 8: List the Totals of Each Part of this Form**

<b>55.</b>	Part 1: Total real estate, line 2 .....		<b>\$8,260,000.00</b>
<b>56.</b>	Part 2: Total vehicles, line 5	<u>\$0.00</u>	
<b>57.</b>	Part 3: Total personal and household items, line 15	<u>\$80,000.00</u>	
<b>58.</b>	Part 4: Total financial assets, line 36	<u>\$1,884,743.65</u>	
<b>59.</b>	Part 5: Total business-related property, line 45	<u>\$0.00</u>	
<b>60.</b>	Part 6: Total farm- and fishing-related property, line 52	<u>\$0.00</u>	
<b>61.</b>	Part 7: Total other property not listed, line 54	<u>\$0.00</u>	
		+	
<b>62.</b>	Total personal property. Add lines 56 through 61...	<u>\$1,964,743.65</u>	Copy personal property total <b>\$1,964,743.65</b>
<b>63.</b>	Total of all property on Schedule A/B. Add line 55 + line 62		<b>\$10,224,743.65</b>

**Fill in this information to identify your case:**

Debtor 1 **Evander Frank Kane**  
First Name Middle Name Last Name

Debtor 2  
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
(if known)

Check if this is an amended filing

**Official Form 106C**

**Schedule C: The Property You Claim as Exempt**

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

**For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.**

**Part 1: Identify the Property You Claim as Exempt**

1. Which set of exemptions are you claiming? *Check one only, even if your spouse is filing with you.*

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
<b>2301 Richland Ave. San Jose, CA 95125 Santa Clara County</b> <small>Line from <i>Schedule A/B</i>: 1.1</small>	<u>\$3,000,000.00</u>	<input checked="" type="checkbox"/> <u>\$600,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.730</b>
<b>Household: couch, table, chairs, beds, silverwear, baby toys, crib</b> <small>Line from <i>Schedule A/B</i>: 6.1</small>	<u>\$40,000.00</u>	<input checked="" type="checkbox"/> <u>\$40,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>Electronics: TVs, playstation, computer, printer</b> <small>Line from <i>Schedule A/B</i>: 7.1</small>	<u>\$12,000.00</u>	<input checked="" type="checkbox"/> <u>\$12,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.020</b>
<b>Checking Account: Wells Fargo Balance of account varies</b> <small>Line from <i>Schedule A/B</i>: 17.3</small>	<u>\$35,000.00</u>	<input checked="" type="checkbox"/> <u>\$1,788.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.220</b>
<b>Checking Account: Wells Fargo Balance of account varies</b> <small>Line from <i>Schedule A/B</i>: 17.3</small>	<u>\$35,000.00</u>	<input checked="" type="checkbox"/> <u>\$33,212.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.225</b>

Debtor 1 **Evander Frank Kane**

Case number (if known) \_\_\_\_\_

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
<b>Equitable Life Insurance Whole Life Policy</b> <b>Beneficiary: Deanna Kane</b> Line from Schedule A/B: <b>31.1</b>	<b>\$9,304.00</b>	<input checked="" type="checkbox"/> <b>\$9,304.00</b> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 704.100(a)</b>

3. **Are you claiming a homestead exemption of more than \$170,350?**

(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

No

Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

No

Yes

**Fill in this information to identify your case:**

Debtor 1 Evander Frank Kane  
First Name Middle Name Last Name

Debtor 2  
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number  
(if known) \_\_\_\_\_

Check if this is an amended filing

**Official Form 106D**  
**Schedule D: Creditors Who Have Claims Secured by Property** 12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?
- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

**Part 1: List All Secured Claims**

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

		Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any	
2.1	<b>1000568 B.C. Ltd.</b> <small>Creditor's Name</small>  <b>5900 NO. 3 Road, Suite 300</b> <b>Richmond, BC V6X3P7</b> <b>CANADA</b> <small>Number, Street, City, State &amp; Zip Code</small>	Describe the property that secures the claim: <b>3457 W. 35th Ave. Vancouver, BC</b> <b>2,078 square foot single family residence</b> <b>Debt is cross-collateralized on 8447 Isabel Pl, Vancouver, BC V6N2N3</b> <small>As of the date you file, the claim is: Check all that apply.</small> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Nature of lien. Check all that apply.</b> <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <u>Second Mortgage</u>	<b>\$600,000.00</b>	<b>\$2,860,000.00</b>	<b>\$70,000.00</b>
	<small>Who owes the debt? Check one.</small> <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input checked="" type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt				
	Date debt was incurred <u>August 2020</u> Last 4 digits of account number <u>1368</u>				

Debtor 1 **Evander Frank Kane**  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

2.2 **1000568 B.C. Ltd.** Describe the property that secures the claim: **\$600,000.00** **\$2,400,000.00** **\$100,000.00**  
Creditor's Name

**5900 NO. 3 Road, Suite 300  
Richmond, BC V6X3P7  
CANADA**

Number, Street, City, State & Zip Code

**8447 Isabel Place Vancouver, BC  
Canada  
2,800 square foot home. Debt is  
cross-collateralized on 3457 West  
35th Ave., Vancouver, BC  
5 bedroom, 3.5 bath  
Value is in USD based upon  
exchange of .77 to 1 USD**

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit

Other (including a right to offset) **Second Mortgage**

- Who owes the debt? Check one.
- Debtor 1 only
  - Debtor 2 only
  - Debtor 1 and Debtor 2 only
  - At least one of the debtors and another
  - Check if this claim relates to a community debt

Date debt was incurred **August 2020**

Last 4 digits of account number **1368**

2.3 **Lone Shark Holdings, LLC** Describe the property that secures the claim: **\$750,000.00** **Unknown** **Unknown**  
Creditor's Name

**Attn: Andrew B. Adams  
128-A Courthouse  
Square  
Oxford, MS 38655**

Number, Street, City, State & Zip Code

**Loan Agreement asserts security  
interest in tax refunds**

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit

Other (including a right to offset) \_\_\_\_\_

- Who owes the debt? Check one.
- Debtor 1 only
  - Debtor 2 only
  - Debtor 1 and Debtor 2 only
  - At least one of the debtors and another
  - Check if this claim relates to a community debt

Date debt was incurred **Dec 2020**

Last 4 digits of account number \_\_\_\_\_

Debtor 1 **Evander Frank Kane**  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

2.4 **Lone Shark Holdings, LLC**

Creditor's Name  
  
**Attn: Andrew B. Adams**  
**128-A Courthouse Square**  
**Oxford, MS 38655**  
Number, Street, City, State & Zip Code

Describe the property that secures the claim:

**Federal: Estimated return from purchase of tax conservation easement if allowed by IRS Debtor does not know if potential creditor lien is perfected**

**\$0.00**      **\$1,800,000.00**      **\$0.00**

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset) \_\_\_\_\_

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred \_\_\_\_\_

Last 4 digits of account number \_\_\_\_\_

2.5 **Pacific Private Money**

Creditor's Name  
  
**1555 Grant Ave**  
**Novato, CA 94945**  
Number, Street, City, State & Zip Code

Describe the property that secures the claim:

**2301 Richland Ave. San Jose, CA 95125 Santa Clara County**

**\$2,320,000.00**      **\$3,000,000.00**      **\$0.00**

As of the date you file, the claim is: Check all that apply.

- Contingent
- Unliquidated
- Disputed

Nature of lien. Check all that apply.

- An agreement you made (such as mortgage or secured car loan)
- Statutory lien (such as tax lien, mechanic's lien)
- Judgment lien from a lawsuit
- Other (including a right to offset) **First Mortgage**

Who owes the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim relates to a community debt

Date debt was incurred **08/12/2020**

Last 4 digits of account number \_\_\_\_\_

Debtor 1 **Evander Frank Kane**  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

<b>2.6 Scotia Bank</b> Creditor's Name	<b>Describe the property that secures the claim:</b> <b>3457 W. 35th Ave. Vancouver, BC Canada County 2,078 square foot single family residence 5 bedroom, 1.5 bath Value shown and debt is 100% even though debtor holds 50%</b>	<b>\$2,330,000.00</b>	<b>\$2,860,000.00</b>	<b>\$0.00</b>
<b>8377 Granville St. Vancouver, BC V6P4Z8 CANADA</b> Number, Street, City, State & Zip Code	<b>As of the date you file, the claim is:</b> Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Nature of lien.</b> Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <b>First Mortgage</b>			
<b>Who owes the debt?</b> Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input checked="" type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt				
<b>Date debt was incurred</b> _____	<b>Last 4 digits of account number</b> _____			

<b>2.7 Scotia Bank</b> Creditor's Name	<b>Describe the property that secures the claim:</b> <b>8447 Isabel Place Vancouver, BC Canada County 2,800 square foot home 5 bedroom, 3.5 bath Value is in USD based upon exchange of .77 to 1 USD</b>	<b>\$1,900,000.00</b>	<b>\$2,400,000.00</b>	<b>\$0.00</b>
<b>8377 Granville St. Vancouver, BC V6P4Z8 CANADA</b> Number, Street, City, State & Zip Code	<b>As of the date you file, the claim is:</b> Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Nature of lien.</b> Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input type="checkbox"/> Other (including a right to offset) _____			
<b>Who owes the debt?</b> Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt				
<b>Date debt was incurred</b> _____	<b>Last 4 digits of account number</b> _____			

Add the dollar value of your entries in Column A on this page. Write that number here:	<b>\$8,500,000.00</b>
If this is the last page of your form, add the dollar value totals from all pages. Write that number here:	<b>\$8,500,000.00</b>

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

[ ] Name, Number, Street, City, State & Zip Code  
**Brandon Dixon  
Dixon Law Firm  
304 Enterprise Dr.  
Oxford, MS 38655**

On which line in Part 1 did you enter the creditor? **2.3**

Last 4 digits of account number \_\_\_\_\_

Debtor 1 **Evander Frank Kane**  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_

**Fill in this information to identify your case:**

Debtor 1 Evander Frank Kane  
First Name Middle Name Last Name

Debtor 2  
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
(if known)

Check if this is an amended filing

**Official Form 106E/F**  
**Schedule E/F: Creditors Who Have Unsecured Claims** **12/15**

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

**Part 1: List All of Your PRIORITY Unsecured Claims**

- Do any creditors have priority unsecured claims against you?  
 No. Go to Part 2.  
 Yes.
- List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.  
(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

		Total claim	Priority amount	Nonpriority amount	
2.1	<b>Franchise Tax Board</b> <small>Priority Creditor's Name</small> <b>State of California</b> <b>P.O. Box 2952</b> <b>Sacramento, CA 95812-5000</b> <small>Number Street City State Zip Code</small>	Last 4 digits of account number _____	<b>Unknown</b>	<b>Unknown</b>	<b>Unknown</b>
	<b>When was the debt incurred?</b> _____  <b>Who incurred the debt?</b> Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt <b>Is the claim subject to offset?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
	<b>As of the date you file, the claim is:</b> Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed <b>Type of PRIORITY unsecured claim:</b> <input type="checkbox"/> Domestic support obligations <input checked="" type="checkbox"/> Taxes and certain other debts you owe the government <input type="checkbox"/> Claims for death or personal injury while you were intoxicated <input type="checkbox"/> Other. Specify _____				

2.2	<b>Internal Revenue Service</b>	Last 4 digits of account number _____	\$242,000.00	\$242,000.00	\$0.00
	Priority Creditor's Name <b>P.O. Box 7346</b> <b>Philadelphia, PA 19101-7316</b>	When was the debt incurred? _____	0		
	Number Street City State Zip Code	As of the date you file, the claim is: Check all that apply			
	Who incurred the debt? Check one.	<input type="checkbox"/> Contingent			
	<input checked="" type="checkbox"/> Debtor 1 only	<input type="checkbox"/> Unliquidated			
	<input type="checkbox"/> Debtor 2 only	<input type="checkbox"/> Disputed			
	<input type="checkbox"/> Debtor 1 and Debtor 2 only	Type of PRIORITY unsecured claim:			
	<input type="checkbox"/> At least one of the debtors and another	<input type="checkbox"/> Domestic support obligations			
	<input type="checkbox"/> Check if this claim is for a community debt	<input checked="" type="checkbox"/> Taxes and certain other debts you owe the government			
	Is the claim subject to offset?	<input type="checkbox"/> Claims for death or personal injury while you were intoxicated			
	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Other. Specify _____			
	<input type="checkbox"/> Yes	<b>estimate of claim</b>			

2.3	<b>Michigan Department of Treasury</b>	Last 4 digits of account number _____	\$14,320.13	\$14,320.13	\$0.00
	Priority Creditor's Name <b>PO Box 30199</b> <b>Lansing, MI 48909</b>	When was the debt incurred? _____			
	Number Street City State Zip Code	As of the date you file, the claim is: Check all that apply			
	Who incurred the debt? Check one.	<input type="checkbox"/> Contingent			
	<input checked="" type="checkbox"/> Debtor 1 only	<input type="checkbox"/> Unliquidated			
	<input type="checkbox"/> Debtor 2 only	<input type="checkbox"/> Disputed			
	<input type="checkbox"/> Debtor 1 and Debtor 2 only	Type of PRIORITY unsecured claim:			
	<input type="checkbox"/> At least one of the debtors and another	<input type="checkbox"/> Domestic support obligations			
	<input type="checkbox"/> Check if this claim is for a community debt	<input checked="" type="checkbox"/> Taxes and certain other debts you owe the government			
	Is the claim subject to offset?	<input type="checkbox"/> Claims for death or personal injury while you were intoxicated			
	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Other. Specify _____			
	<input type="checkbox"/> Yes				

**Part 2: List All of Your NONPRIORITY Unsecured Claims**

3. Do any creditors have nonpriority unsecured claims against you?

No. You have nothing to report in this part. Submit this form to the court with your other schedules.

Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

**Total claim**

4.1	<b>American Arbitration Association</b>	Last 4 digits of account number _____	<b>Unknown</b>
	Nonpriority Creditor's Name <b>Attn: Rebecca Storrow</b> <b>100 SE 2nd St, Suite 2300</b> <b>Miami, FL 33131</b>		
	Number Street City State Zip Code _____		
	<b>Who incurred the debt?</b> Check one.	<b>When was the debt incurred?</b> _____	
	<input checked="" type="checkbox"/> Debtor 1 only	<input type="checkbox"/> Contingent	
	<input type="checkbox"/> Debtor 2 only	<input type="checkbox"/> Unliquidated	
	<input type="checkbox"/> Debtor 1 and Debtor 2 only	<input type="checkbox"/> Disputed	
	<input type="checkbox"/> At least one of the debtors and another	<b>Type of NONPRIORITY unsecured claim:</b>	
	<input type="checkbox"/> <b>Check if this claim is for a community debt</b>	<input type="checkbox"/> Student loans	
	<b>Is the claim subject to offset?</b>	<input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims	
	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts	
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Other. Specify _____	

4.2	<b>American Express</b>	Last 4 digits of account number <b>4004</b>	<b>\$79,393.00</b>
	Nonpriority Creditor's Name <b>P.O. Box 650448</b> <b>Dallas, TX 75261</b>		
	Number Street City State Zip Code _____		
	<b>Who incurred the debt?</b> Check one.	<b>When was the debt incurred?</b> _____	
	<input checked="" type="checkbox"/> Debtor 1 only	<input type="checkbox"/> Contingent	
	<input type="checkbox"/> Debtor 2 only	<input type="checkbox"/> Unliquidated	
	<input type="checkbox"/> Debtor 1 and Debtor 2 only	<input type="checkbox"/> Disputed	
	<input type="checkbox"/> At least one of the debtors and another	<b>Type of NONPRIORITY unsecured claim:</b>	
	<input type="checkbox"/> <b>Check if this claim is for a community debt</b>	<input type="checkbox"/> Student loans	
	<b>Is the claim subject to offset?</b>	<input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims	
	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts	
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Other. Specify <b>Credit card charges</b>	

4.3	<b>American Express - Wells Fargo</b>	Last 4 digits of account number <b>2528</b>	<b>\$9,200.00</b>
	Nonpriority Creditor's Name <b>Card Services</b> <b>P.O. Box 51193</b> <b>Los Angeles, CA 90051</b>		
	Number Street City State Zip Code _____		
	<b>Who incurred the debt?</b> Check one.	<b>When was the debt incurred?</b> _____	
	<input checked="" type="checkbox"/> Debtor 1 only	<input type="checkbox"/> Contingent	
	<input type="checkbox"/> Debtor 2 only	<input type="checkbox"/> Unliquidated	
	<input type="checkbox"/> Debtor 1 and Debtor 2 only	<input type="checkbox"/> Disputed	
	<input type="checkbox"/> At least one of the debtors and another	<b>Type of NONPRIORITY unsecured claim:</b>	
	<input type="checkbox"/> <b>Check if this claim is for a community debt</b>	<input type="checkbox"/> Student loans	
	<b>Is the claim subject to offset?</b>	<input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims	
	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts	
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Other. Specify <b>Credit card charges</b>	

4.4

**Centennial Bank**

Nonpriority Creditor's Name

**P.O. Box 966**

**Conway, AR 72033**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

No

Yes

Last 4 digits of account number \_\_\_\_\_

**\$8,360,000.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

**Loan**

**Creditor may assert security interest in**

**wages**

Other. Specify \_\_\_\_\_

4.5

**Corporation Service Company**

Nonpriority Creditor's Name

**801 Adlai Stevenson Dr.**

**Springfield, IL 62703**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

No

Yes

Last 4 digits of account number \_\_\_\_\_

**\$0.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Notice only**

4.6

**Davis Sanchez**

Nonpriority Creditor's Name

**138 Woodbine Ave.**

**Toronto, Ontario M412A2**

**CANADA**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

No

Yes

Last 4 digits of account number \_\_\_\_\_

**\$150,000.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Loan**

4.7

**Erika L. Mansky**

Nonpriority Creditor's Name  
**11845 W. Olympic Blvd.  
Suite 1000  
Los Angeles, CA 90064**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_

**\$0.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Notice only**

4.8

**Hebron Shyng**

Nonpriority Creditor's Name  
**179 Davie St.  
Vancouver, BC V6Z241  
CANADA**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_

**\$430,000.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Loan**

4.9

**Hope Parker**

Nonpriority Creditor's Name  
**c/o Jonathan J. Lewis  
3985 University Ave. Fl. 2  
Riverside, CA 92501**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_

**\$0.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Notice only**

4.1  
0

**James Scime**

Nonpriority Creditor's Name  
**42 Delaware Ave.  
Suite 120  
Buffalo, NY 14202**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_

**Unknown**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts
- Other. Specify \_\_\_\_\_

4.1  
1

**John Fiero**

Nonpriority Creditor's Name  
**Pachulski Stang et al.  
150 California St., 15th Floor  
San Francisco, CA 94111**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_

**\$100,000.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts
- Other. Specify **Legal fees**

4.1  
2

**Mark S. Hoffman**

Nonpriority Creditor's Name  
**11845 W. Olympic Blvd.  
Suite 1000  
Los Angeles, CA 90064**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_

**\$0.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts
- Other. Specify **Notice only**

4.1  
3

**Mike Lispti**

Nonpriority Creditor's Name  
**2301 Richland Ave  
San Jose, CA 95125**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt
- Is the claim subject to offset?
  - No
  - Yes

Last 4 digits of account number \_\_\_\_\_ **\$750,000.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed
- Type of NONPRIORITY unsecured claim:
  - Student loans
  - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
  - Debts to pension or profit-sharing plans, and other similar debts

**Loan**  
**Debtor is uncertain of creditor's address and will amend when determined**

Other. Specify \_\_\_\_\_

4.1  
4

**Newport Sports Management, Inc.**

Nonpriority Creditor's Name  
**201 City Centre Dr., Suite 400  
Mississauga, Ontario L5B 2T4  
CANADA**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt
- Is the claim subject to offset?
  - No
  - Yes

Last 4 digits of account number \_\_\_\_\_ **\$528,730.00**

When was the debt incurred? **2020**

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed
- Type of NONPRIORITY unsecured claim:
  - Student loans
  - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
  - Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Agent Fee**

4.1  
5

**Nina Greene**

Nonpriority Creditor's Name  
**Genoves Joblove & Battista  
100 Southeast Second St., 44th  
Floor  
Miami, FL 33131**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt
- Is the claim subject to offset?
  - No
  - Yes

Last 4 digits of account number \_\_\_\_\_ **\$6,900.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed
- Type of NONPRIORITY unsecured claim:
  - Student loans
  - Obligations arising out of a separation agreement or divorce that you did not report as priority claims
  - Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Legal Fees**

4.1  
6

**Paul Cambria**

Nonpriority Creditor's Name  
**42 Delaware Ave  
Buffalo, NY 14202**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_

**\$70,000.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Legal Fees**

4.1  
7

**Pete Gianakas**

Nonpriority Creditor's Name  
**2301 Richland Ave  
San Jose, CA 95125**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_

**\$400,000.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Loan  
Debtor is uncertain of creditor's address  
and will amend when determined**

4.1  
8

**Rachel Kuechle**

Nonpriority Creditor's Name  
**c/o Samuel Capizzi  
267 North St.  
Buffalo, NY 14201**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_

**Unknown**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Litigation claim**

4.1  
9

**Raj Banghu**

Nonpriority Creditor's Name  
**3082 13th Ave. West  
Vancouver, BC V6 2V2  
CANADA**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_ **\$100,000.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify Loan

4.2  
0

**South River Capital LLC**

Nonpriority Creditor's Name  
**1 Park Place  
Suite 540  
Annapolis, MD 21401**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_ **\$1,074,494.87**

When was the debt incurred? 2020

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify Loan

4.2  
1

**Sure Sports LLC**

Nonpriority Creditor's Name  
**Attention: Leon McKenzie  
2116 Hollywood Blvd., #116  
Hollywood, FL 33020**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number \_\_\_\_\_ **\$1,282,302.00**

When was the debt incurred? \_\_\_\_\_

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify Claim for fees

4.2  
2

**Tony Chiricosta**

Nonpriority Creditor's Name  
**Pro Management Resources, Inc.**  
**8012 Wiles Rd.**  
**Coral Springs, FL 33067**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number

**\$170,000.00**

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Accounting Fees**

4.2  
3

**Tony Veltri**

Nonpriority Creditor's Name  
**2301 Richland Ave**  
**San Jose, CA 95125**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number

**\$320,000.00**

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Loan Debtor is uncertain of creditor's address and will amend when determined**

4.2  
4

**Zions Bancorporation**

Nonpriority Creditor's Name  
**1900 Avenue of the Stars**  
**Suite 2350**  
**Los Angeles, CA 90067**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

Last 4 digits of account number

**2799**

**\$4,250,000.00**

When was the debt incurred?

**August 2018**

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify **Loan**

**Part 3: List Others to Be Notified About a Debt That You Already Listed**

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you

have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address  
**Arthur Yallen**  
**84 Avenue Rd, 3rd Floor**  
**Toronto, Ontario M5R2H2**  
**CANADA**

On which entry in Part 1 or Part 2 did you list the original creditor?  
 Line **4.14** of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address  
**Barry Smith**  
**Buchalter**  
**1000 Wilshire Blvd., Ste. 1500**  
**Los Angeles, CA 90017**

On which entry in Part 1 or Part 2 did you list the original creditor?  
 Line **4.4** of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address  
**Bruce Poltrock**  
**Frاندzel Robins et al.**  
**1000 Wilshire Blvd, Suite 1900**  
**Los Angeles, CA 90017**

On which entry in Part 1 or Part 2 did you list the original creditor?  
 Line **4.24** of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address  
**Daniel A. Parino**  
**Greenberg Glusker**  
**2046 Century Park East, Ste. 2600**  
**Los Angeles, CA 90067**

On which entry in Part 1 or Part 2 did you list the original creditor?  
 Line **4.14** of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address  
**Darren Heitner**  
**215 Hendricks Isle**  
**Fort Lauderdale, FL 33301**

On which entry in Part 1 or Part 2 did you list the original creditor?  
 Line **4.21** of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address  
**John A. Anthony**  
**Anthony & Partners, LLC**  
**100 South Ashley Dr., Ste. 1600**  
**Tampa, FL 33602**

On which entry in Part 1 or Part 2 did you list the original creditor?  
 Line **4.4** of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address  
**Professional Bank**  
**396 Alhambra Circle, Ste. 255**  
**Miami, FL 33134**

On which entry in Part 1 or Part 2 did you list the original creditor?  
 Line **4.24** of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address  
**Rosenberg Pelino LLC**  
**Attn: Brian C. Rosenberg**  
**6031 University Blvd., Suite 300**  
**Ellicott City, MD 21043**

On which entry in Part 1 or Part 2 did you list the original creditor?  
 Line **4.20** of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

Name and Address  
**South River Capital LLC**  
**2661 Riva Road, Bldg 1000**  
**Suite 1020**  
**Annapolis, MD 21403**

On which entry in Part 1 or Part 2 did you list the original creditor?  
 Line **4.20** of (Check one):  Part 1: Creditors with Priority Unsecured Claims  
 Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

**Part 4: Add the Amounts for Each Type of Unsecured Claim**

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim	
6a. Domestic support obligations		6a. \$	<b>0.00</b>

**Total claims from Part 1**

6b. <b>Taxes and certain other debts you owe the government</b>	6b.	\$	<u>256,320.13</u>
6c. <b>Claims for death or personal injury while you were intoxicated</b>	6c.	\$	<u>0.00</u>
6d. <b>Other.</b> Add all other priority unsecured claims. Write that amount here.	6d.	\$	<u>0.00</u>
6e. <b>Total Priority.</b> Add lines 6a through 6d.	6e.	\$	<u>256,320.13</u>

**Total claims from Part 2**

6f. <b>Student loans</b>	6f.	\$	<u>0.00</u>
6g. <b>Obligations arising out of a separation agreement or divorce that you did not report as priority claims</b>	6g.	\$	<u>0.00</u>
6h. <b>Debts to pension or profit-sharing plans, and other similar debts</b>	6h.	\$	<u>0.00</u>
6i. <b>Other.</b> Add all other nonpriority unsecured claims. Write that amount here.	6i.	\$	<u>18,081,019.87</u>
6j. <b>Total Nonpriority.</b> Add lines 6f through 6i.	6j.	\$	<u>18,081,019.87</u>

**Fill in this information to identify your case:**

Debtor 1 **Evander Frank Kane**  
First Name Middle Name Last Name

Debtor 2  
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
(if known)

Check if this is an amended filing

**Official Form 106G**  
**Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. **Do you have any executory contracts or unexpired leases?**  
 No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.  
 Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).
2. **List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone).** See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

	<b>Person or company with whom you have the contract or lease</b> <small>Name, Number, Street, City, State and ZIP Code</small>	<b>State what the contract or lease is for</b>
2.1	<b>Mercedes Benz of Oakland</b> 2915 Broadway Oakland, CA 94611	<b>Auto lease through Nov. 2023 on Mercedes G6</b> Vin xxxxxxxx6157
2.2	<b>Mercedes Benz of Oakland</b> 2915 Broadway Oakland, CA 94611	<b>Auto lease through Nov. 2023 on Mercedes G6</b> Vin xxxxxxxxxxx6088
2.3	<b>San Jose Sharks</b> Attn: Doug Wilson 525 W. Santa Clara St. San Jose, CA 95113	<b>Employment contract</b>

**Fill in this information to identify your case:**

Debtor 1 **Evander Frank Kane**  
First Name Middle Name Last Name

Debtor 2  
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
(if known)

Check if this is an amended filing

# Official Form 106H Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- No
- Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- No. Go to line 3.
- Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

- No
- Yes.

In which community state or territory did you live? -NONE- . Fill in the name and current address of that person.

\_\_\_\_\_  
Name of your spouse, former spouse, or legal equivalent  
 Number, Street, City, State & Zip Code

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

<i>Column 1: Your codebtor</i> <small>Name, Number, Street, City, State and ZIP Code</small>	<i>Column 2: The creditor to whom you owe the debt</i> <small>Check all schedules that apply:</small>
---	--

<p>3.1 <b>Deanna Kane</b>  <b>2301 Richland Ave.</b>  <b>San Jose, CA 95125</b>  <b>Not a signatory to the loan but did sign a related security agreement</b></p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Schedule D, line <u>2.3</u></li> <li><input type="checkbox"/> Schedule E/F, line _____</li> <li><input type="checkbox"/> Schedule G _____</li> </ul> <p><b>Lone Shark Holdings, LLC</b></p>
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<p>3.2 <b>Sheri Kane</b>  <b>3457 35th Avenue</b>  <b>Vancouver, BC V6N2N3</b>  <b>CANADA</b></p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Schedule D, line <u>2.6</u></li> <li><input type="checkbox"/> Schedule E/F, line _____</li> <li><input type="checkbox"/> Schedule G _____</li> </ul> <p><b>Scotia Bank</b></p>
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**Additional Page to List More Codebtors**

Column 1: Your codebtor

Column 2: The creditor to whom you owe the debt  
Check all schedules that apply:

3.3 **Sheri Kane**  
**3457 35th Avenue**  
**Vancouver, BC V6N2N3**  
**CANADA**

Schedule D, line 2.1  
 Schedule E/F, line \_\_\_\_\_  
 Schedule G \_\_\_\_\_  
**1000568 B.C. Ltd.**

3.4 **Sheri Kane**  
**3457 35th Avenue**  
**Vancouver, BC V6N2N3**  
**CANADA**

Schedule D, line 2.2  
 Schedule E/F, line \_\_\_\_\_  
 Schedule G \_\_\_\_\_  
**1000568 B.C. Ltd.**

3.5 **Deanna S. J. Kane**  
**2301 Richland Ave.**  
**San Jose, CA 95125**

Schedule D, line \_\_\_\_\_  
 Schedule E/F, line \_\_\_\_\_  
 Schedule G 2.1  
**Mercedes Benz of Oakland**

3.6 **Deanna S.J. Kane**  
**2301 Richland Ave.**  
**San Jose, CA 95125**

Schedule D, line \_\_\_\_\_  
 Schedule E/F, line \_\_\_\_\_  
 Schedule G 2.2  
**Mercedes Benz of Oakland**

Fill in this information to identify your case:

Debtor 1 Evander Frank Kane

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
(If known)

Check if this is:

An amended filing

A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

		Debtor 1	Debtor 2 or non-filing spouse
<p>1. Fill in your employment information.</p> <p>If you have more than one job, attach a separate page with information about additional employers.</p> <p>Include part-time, seasonal, or self-employed work.</p> <p>Occupation may include student or homemaker, if it applies.</p>	Employment status	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
	Occupation	<u>Professional Athlete</u>	
	Employer's name	<u>San Jose Sharks</u>	
	Employer's address	<u>525 W Santa Clara San Jose, CA 95113</u>	
	How long employed there?	<u>11 Years, 3 Months</u>	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>0.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>0.00</u>	\$ <u>N/A</u>

		For Debtor 1	For Debtor 2 or non-filing spouse
4. <b>Copy line 4 here</b> .....	4.	\$ <u>0.00</u>	\$ <u>N/A</u>
<b>5. List all payroll deductions:</b>			
5a. <b>Tax, Medicare, and Social Security deductions</b>	5a.	\$ <u>0.00</u>	\$ <u>N/A</u>
5b. <b>Mandatory contributions for retirement plans</b>	5b.	\$ <u>0.00</u>	\$ <u>N/A</u>
5c. <b>Voluntary contributions for retirement plans</b>	5c.	\$ <u>0.00</u>	\$ <u>N/A</u>
5d. <b>Required repayments of retirement fund loans</b>	5d.	\$ <u>0.00</u>	\$ <u>N/A</u>
5e. <b>Insurance</b>	5e.	\$ <u>0.00</u>	\$ <u>N/A</u>
5f. <b>Domestic support obligations</b>	5f.	\$ <u>0.00</u>	\$ <u>N/A</u>
5g. <b>Union dues</b>	5g.	\$ <u>0.00</u>	\$ <u>N/A</u>
5h. <b>Other deductions.</b> Specify: _____	5h.+	\$ <u>0.00</u>	\$ <u>N/A</u>
6. <b>Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ <u>0.00</u>	\$ <u>N/A</u>
7. <b>Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7.	\$ <u>0.00</u>	\$ <u>N/A</u>
<b>8. List all other income regularly received:</b>			
8a. <b>Net income from rental property and from operating a business, profession, or farm</b> Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$ <u>0.00</u>	\$ <u>N/A</u>
8b. <b>Interest and dividends</b>	8b.	\$ <u>0.00</u>	\$ <u>N/A</u>
8c. <b>Family support payments that you, a non-filing spouse, or a dependent regularly receive</b> Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$ <u>0.00</u>	\$ <u>N/A</u>
8d. <b>Unemployment compensation</b>	8d.	\$ <u>0.00</u>	\$ <u>N/A</u>
8e. <b>Social Security</b>	8e.	\$ <u>0.00</u>	\$ <u>N/A</u>
8f. <b>Other government assistance that you regularly receive</b> Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	8f.	\$ <u>0.00</u>	\$ <u>N/A</u>
8g. <b>Pension or retirement income</b>	8g.	\$ <u>0.00</u>	\$ <u>N/A</u>
8h. <b>Other monthly income.</b> Specify: <u>Income from podcast</u>	8h.+	\$ <u>2,083.33</u>	\$ <u>N/A</u>
9. <b>Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ <u>2,083.33</u>	\$ <u>N/A</u>
10. <b>Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$ <u>2,083.33</u>	\$ <u>N/A</u>
11. <b>State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in <i>Schedule J</i> . Specify: _____	11.	+\$ <u>0.00</u>	
12. <b>Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12.	\$ <u>2,083.33</u>	
<b>Combined monthly income</b>			
13. <b>Do you expect an increase or decrease within the year after you file this form?</b> <input type="checkbox"/> No. <input checked="" type="checkbox"/> Yes. Explain: <u>See explanation attached.</u>			

## **ATTACHMENT TO SCHEDULE I**

Debtor has a contract for personal services. For the year 2020/2021, his annual salary is set at \$3,000,000. The contract provides for payment during the season based upon there being games played. In other words, the contract does not pay for debtor's practice as required by Debtor's employer. Currently, the Debtor's employer is scheduled to begin its season on January 14, 2021. The beginning of the season is uncertain due to the recent spike in Covid-19 cases in the Bay Area and throughout the country. Moreover, Debtor is uncertain whether the County where Debtor is employed will allow professional sports games as early as January 14, 2021. Accordingly, the early part of the season may require either road games or games played at alternate sites.

A typical season includes 82 regular season games. The current season has 56 games scheduled and Debtor understands that even if all scheduled games are played, his salary will be adjusted based upon the reduced number of games. To the extent some of the games do not go forward because of the pandemic (or any other reason), Debtor's salary will be further reduced. Moreover, Debtor understands that under the current collective bargaining agreement between the players' union and the owners, 20% of his salary will be withheld and will be released to the owners under the "profit sharing" structure of the agreement due to the anticipated significant reduction in revenues across the league. Finally, Debtor may terminate his contract and he may opt out of the season, as allowed under current rules, because of health concerns given the recent birth of his first child. Should he terminate his contract or opt out at a point in the season, Debtor will not receive his salary.

Fill in this information to identify your case:

Debtor 1 Evander Frank Kane  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing)  
United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA  
Case number \_\_\_\_\_  
(If known)

Check if this is:

- An amended filing
- A supplement showing postpetition chapter 13 expenses as of the following date:

\_\_\_\_\_  
MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

No. Go to line 2.

Yes. Does Debtor 2 live in a separate household?

No

Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents?  No

Do not list Debtor 1 and Debtor 2.

Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Daughter

6 months

No

Yes

Sister

27

No

Yes

Uncle

54

No

Yes

Mother

55

No

Yes

Uncle

59

No

Yes

Father

60

No

Yes

Grandmother

77

No

Yes

3. Do your expenses include expenses of people other than yourself and your dependents?  No  Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 17,990.63

If not included in line 4:

4a. Real estate taxes

4a. \$ 3,333.00

Debtor 1 Evander Frank Kane

Case number (if known) \_\_\_\_\_

- 4b. Property, homeowner's, or renter's insurance
- 4c. Home maintenance, repair, and upkeep expenses
- 4d. Homeowner's association or condominium dues
- 5. **Additional mortgage payments for your residence**, such as home equity loans

4b. \$	<u>250.00</u>
4c. \$	<u>500.00</u>
4d. \$	<u>0.00</u>
5. \$	<u>0.00</u>

<b>6. Utilities:</b>		
6a. Electricity, heat, natural gas	6a. \$	<u>600.00</u>
6b. Water, sewer, garbage collection	6b. \$	<u>600.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<u>370.00</u>
6d. Other. Specify: <u>house alarm</u>	6d. \$	<u>75.00</u>
<u>lawn care</u>	\$	<u>125.00</u>
<b>7. Food and housekeeping supplies</b>	7. \$	<u>8,000.00</u>
<b>8. Childcare and children's education costs</b>	8. \$	<u>12,000.00</u>
<b>9. Clothing, laundry, and dry cleaning</b>	9. \$	<u>200.00</u>
<b>10. Personal care products and services</b>	10. \$	<u>500.00</u>
<b>11. Medical and dental expenses</b>	11. \$	<u>0.00</u>
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<u>600.00</u>
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$	<u>300.00</u>
<b>14. Charitable contributions and religious donations</b>	14. \$	<u>500.00</u>
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	<u>0.00</u>
15b. Health insurance	15b. \$	<u>0.00</u>
15c. Vehicle insurance	15c. \$	<u>600.00</u>
15d. Other insurance. Specify: <u>pet insurance</u>	15d. \$	<u>60.00</u>
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____		16. \$ <u>0.00</u>
<b>17. Installment or lease payments:</b>		
17a. Car payments for Vehicle 1	17a. \$	<u>4,353.42</u>
17b. Car payments for Vehicle 2	17b. \$	<u>4,557.41</u>
17c. Other. Specify: _____	17c. \$	<u>0.00</u>
17d. Other. Specify: _____	17d. \$	<u>0.00</u>
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>		18. \$ <u>0.00</u>
<b>19. Other payments you make to support others who do not live with you.</b> Specify: <u>Mother</u>		\$ <u>15,000.00</u>
	<u>Father</u>	19.
	<u>Grandmother</u>	19.
	<u>Uncles</u>	19.
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>		
20a. Mortgages on other property	20a. \$	<u>20,000.00</u>
20b. Real estate taxes	20b. \$	<u>1,000.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$	<u>400.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$	<u>400.00</u>
20e. Homeowner's association or condominium dues	20e. \$	<u>150.00</u>
<b>21. Other:</b> Specify: <u>Personal and pet care</u>	21. +\$	<u>750.00</u>
<b>22. Calculate your monthly expenses</b>		
22a. Add lines 4 through 21.	\$	<u>93,214.46</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	<u>93,214.46</u>
<b>23. Calculate your monthly net income.</b>		
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$	<u>2,083.33</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<u>93,214.46</u>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	<u>-91,131.13</u>
<b>24. Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes.	Explain here: _____	

**Fill in this information to identify your case:**

Debtor 1 Evander Frank Kane  
 First Name Middle Name Last Name

Debtor 2  
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
 (if known)

Check if this is an amended filing

Official Form 106Dec  
**Declaration About an Individual Debtor's Schedules**

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**Sign Below**

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

- No
- Yes. Name of person \_\_\_\_\_ Attach *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X /s/ Evander Frank Kane X \_\_\_\_\_  
Evander Frank Kane Signature of Debtor 2  
 Signature of Debtor 1

Date January 9, 2021 Date \_\_\_\_\_

Fill in this information to identify your case:

Debtor 1 **Evander Frank Kane**  
First Name Middle Name Last Name

Debtor 2  
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
(if known)

Check if this is an amended filing

Official Form 107  
Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- Married
- Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- No
- Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:	Dates Debtor 1 lived there	Debtor 2 Prior Address:	Dates Debtor 2 lived there
334 Santana Row San Jose, CA 95128	From-To: 2/2018 - 3/2020	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:
52 Ojibwa Circle Buffalo, NY 14202	From-To: 8/2017 - 2/2018	<input type="checkbox"/> Same as Debtor 1	<input type="checkbox"/> Same as Debtor 1 From-To:

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- No
- Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2: Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- No
- Yes. Fill in the details.

Debtor 1		Debtor 2	
Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.	Gross income (before deductions and exclusions)

	Debtor 1		Debtor 2	
	Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Sources of income Check all that apply.	Gross income (before deductions and exclusions)
<b>For last calendar year: (January 1 to December 31, 2020 )</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$7,000,000.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
<b>For the calendar year before that: (January 1 to December 31, 2019 )</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$7,000,000.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
<b>For the calendar year: (January 1 to December 31, 2018 )</b>	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	<b>\$6,000,000.00</b>	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

**5. Did you receive any other income during this year or the two previous calendar years?**

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- No
- Yes. Fill in the details.

	Debtor 1		Debtor 2	
	Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Sources of income Describe below.	Gross income (before deductions and exclusions)
<b>For last calendar year: (January 1 to December 31, 2020 )</b>	<b>State Tax Return</b>	<b>\$100,000.00</b>		
	<b>Federal Tax Return</b>	<b>\$1,200,000.00</b>		
	<b>Podcast show</b>	<b>\$25,000.00</b>		

**Part 3: List Certain Payments You Made Before You Filed for Bankruptcy**

**6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?**

- No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,825\* or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$6,825\* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

\* Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.

- Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**  
During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- No. Go to line 7.
- Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
<b>Pacific Private Money</b> 1555 Grant Ave Novato, CA 94945	Oct.1 Nov.1 DEC.1 2020	\$53,971.89	\$2,232,000.00	<input checked="" type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other __
<b>American Express - Wells Fargo</b> 8012 Wiles Rd. Coral Springs, FL 33067	OCT 12, 15,19,22, Nov 2,8,10,22,23,24,25, 27, Dec 2,6,8,11,16,19	\$110,000.00	\$9,200.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other __
<b>American Express</b> 8012 Wiles Road Coral Springs, FL 33067	Oct 22 Nov 2,20 Dec 11,12,16	\$54,000.00	\$79,393.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input checked="" type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other __
<b>Paul Cambria</b> 42 Delaware Ave Buffalo, NY 14202	Dec 15 2020	\$15,000.00	\$70,000.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input checked="" type="checkbox"/> Other <u>Legal Fees</u>
<b>Davis Sanchez</b> 138 Woodbine Ave. Toronto, Ontario M412A2 CANADA	Monthly. Amount is in estimated USD	\$5,500.00	\$150,000.00	<input type="checkbox"/> Mortgage <input type="checkbox"/> Car <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other __

7. **Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?**  
*Insiders* include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- No
- Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
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8. **Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?**  
 Include payments on debts guaranteed or cosigned by an insider.

- No
- Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
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**Part 4: Identify Legal Actions, Repossessions, and Foreclosures**9. **Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?**

List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

 No Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
Zions Bancorporation v. Evander F. Kane 19CV360613	Suit for breach of contract	Santa Clara Superior Court 191 North First St. San Jose, CA 95113	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Centennial Bank v. Evander Kane 20CV364167	Breach of contract, common counts	Santa Clara Superior Court 191 North First St San Jose, CA 95113	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
South River Capital v Evander Kane C-03-CV-20-003992	Breach of contract	Circuit Court for Baltimore County 401 Bosley Ave Towson, MD 21285	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
Parker v. Kane 18SMCV00095	Contract Claims	Los Angeles Superior Court 1945 S Hill St Los Angeles, CA 90007	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Sure Sports LLC v Kane 01-19-0004-3991	Breach of contract	American Arbitration Association 333 SE 2nd Ave., Suite 2000 Miami, FL 33131	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Newport Sports Management, Inc. v. Kane	Agent Fee Dispute	NHL Player's Ass'n Arbitration Tribunal	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
Kuechle v. Kane 807030		Erie County Supreme Court 25 Delaware Ave. Buffalo, NY 14202	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Newport Sports Management, Inc. v. Kane 20-cv-07815	Petition to confirm arbitration award	U.S. District Court 280 South First Street San Jose, CA 95113	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Centennial Bank v. Evander Kane et al. 21-cv-60045	Breach of loan	U.S. Dist. Ct. So. Dist of Florida 299 East Broward Blvd. Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied? Check all that apply and fill in the details below.

- No. Go to line 11.
- Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property
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11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- No
- Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
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12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- No
- Yes

**Part 5: List Certain Gifts and Contributions**

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- No
- Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person Person to Whom You Gave the Gift and Address:	Describe the gifts	Dates you gave the gifts	Value
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14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- No
- Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value
St Christopher Church 2278 Booksin Ave San Jose, CA 95125	Cash donations		\$1,500.00
Project Ghana 2020	Funds donated for school renovation in Ghana		\$5,625.00
Miscellaneous Homeless persons	Cash donated to homeless people - estimated over past year		\$5,000.00

**Part 6: List Certain Losses**

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- No
- Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of Schedule A/B: Property.	Date of your loss	Value of property lost
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Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss <small>Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i>.</small>	Date of your loss	Value of property lost
Gambling at casino and via bookie(sports betting) none	none		\$1,500,000.00

**Part 7: List Certain Payments or Transfers**

16. **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?**  
 Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- No
- Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Finestone Hayes LLP 456 Montgomery St., 20th Floor San Francisco, CA 94104 sfinestone@fhllawllp.com		Dec. 18, 2020 - \$5,000 Jan. 4, 2021 - \$5,000	\$10,000.00

17. **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?**  
 Do not include any payment or transfer that you listed on line 16.

- No
- Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment

18. **Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?**  
 Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- No
- Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made

19. **Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary?** (These are often called *asset-protection devices*.)

- No
- Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made

**Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units**

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred? Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- No
- Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
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21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- No
- Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
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22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- No
- Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
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**Part 9: Identify Property You Hold or Control for Someone Else**

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- No
- Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
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**Part 10: Give Details About Environmental Information**

For the purpose of Part 10, the following definitions apply:

- Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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25. Have you notified any governmental unit of any release of hazardous material?

- No
- Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
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26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- No
- Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
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**Part 11: Give Details About Your Business or Connections to Any Business**

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
- A member of a limited liability company (LLC) or limited liability partnership (LLP)
- A partner in a partnership
- An officer, director, or managing executive of a corporation
- An owner of at least 5% of the voting or equity securities of a corporation

- No. None of the above applies. Go to Part 12.
- Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business  Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN.  Dates business existed
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28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- No
- Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
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**Part 12: Sign Below**

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Evander Frank Kane  
Evander Frank Kane  
Signature of Debtor 1

\_\_\_\_\_  
Signature of Debtor 2

Date January 9, 2021

Date \_\_\_\_\_

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

- No
- Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

- No
- Yes. Name of Person \_\_\_\_\_. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Debtor 1 **Evander Frank Kane**

Case number *(if known)*

**Fill in this information to identify your case:**

Debtor 1 Evander Frank Kane  
First Name Middle Name Last Name

Debtor 2 \_\_\_\_\_  
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: NORTHERN DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
(if known)

Check if this is an amended filing

**Official Form 108  
Statement of Intention for Individuals Filing Under Chapter 7**

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- creditors have claims secured by your property, or
- you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

**Part 1: List Your Creditors Who Have Secured Claims**

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: <b>1000568 B.C. Ltd.</b>  Description of property securing debt: <b>3457 W. 35th Ave. Vancouver, BC            2,078 square foot single family residence            Debt is cross-collateralized on 8447 Isabel Pl, Vancouver, BC V6N2N3</b>	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input checked="" type="checkbox"/> Retain the property and [explain]:  <b>Retain and continue to pay</b>	<input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes

Creditor's name: <b>1000568 B.C. Ltd.</b>  Description of property securing debt: <b>8447 Isabel Place Vancouver, BC Canada            2,800 square foot home. Debt is cross-collateralized on 3457 West 35th Ave., Vancouver, BC 5 bedroom, 3.5 bath            Value is in USD based upon exchange of .77 to 1 USD</b>	<input type="checkbox"/> Surrender the property. <input type="checkbox"/> Retain the property and redeem it. <input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> . <input checked="" type="checkbox"/> Retain the property and [explain]:  <b>Retain and continue to pay</b>	<input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes
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Creditor's name: **Pacific Private Money**

Description of property securing debt: **2301 Richland Ave. San Jose, CA 95125 Santa Clara County**

- Surrender the property.  No
- Retain the property and redeem it.  Yes
- Retain the property and enter into a *Reaffirmation Agreement*.  Yes
- Retain the property and [explain]: **Retain and continue to pay**

Creditor's name: **Scotia Bank**

Description of property securing debt: **3457 W. 35th Ave. Vancouver, BC Canada County 2,078 square foot single family residence 5 bedroom, 1.5 bath Value shown and debt is 100% even though debtor holds 50%**

- Surrender the property.  No
- Retain the property and redeem it.  Yes
- Retain the property and enter into a *Reaffirmation Agreement*.  Yes
- Retain the property and [explain]: **Retain and continue to pay**

Creditor's name: **Scotia Bank**

Description of property securing debt: **8447 Isabel Place Vancouver, BC Canada County 2,800 square foot home 5 bedroom, 3.5 bath Value is in USD based upon exchange of .77 to 1 USD**

- Surrender the property.  No
- Retain the property and redeem it.  Yes
- Retain the property and enter into a *Reaffirmation Agreement*.  Yes
- Retain the property and [explain]: **Retain and continue to pay**

**Part 2: List Your Unexpired Personal Property Leases**

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases	Will the lease be assumed?
Lessor's name: <b>Mercedes Benz of Oakland</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of leased Property: <b>Auto lease through Nov. 2023 on Mercedes G6 Vin xxxxxxxx6157</b>	
Lessor's name: <b>Mercedes Benz of Oakland</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Description of leased Property: <b>Auto lease through Nov. 2023 on Mercedes G6 Vin xxxxxxxxxx6088</b>	

**Part 3: Sign Below**

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal

Debtor 1 Evander Frank Kane

Case number (if known) \_\_\_\_\_

property that is subject to an unexpired lease.

X /s/ Evander Frank Kane  
Evander Frank Kane  
Signature of Debtor 1

X \_\_\_\_\_  
Signature of Debtor 2

Date January 9, 2021

Date \_\_\_\_\_

**United States Bankruptcy Court  
Northern District of California**

In re Evander Frank Kane

Debtor(s)

Case No. \_\_\_\_\_  
Chapter 7

**STATEMENT PURSUANT TO RULE 2016(B)**

The undersigned, pursuant to Rule 2016(b), Bankruptcy Rules, states that:

1. The undersigned is the attorney for the debtor(s) in this case.
2. The compensation paid or agreed to be paid by the debtor(s), to the undersigned is:
  - a) For legal services rendered or to be rendered in contemplation of and in connection with this case \$ 10,000.00
  - b) Prior to the filing of this statement, debtor(s) have paid \$ 10,000.00
  - c) The unpaid balance due and payable is \$ 0.00
3. \$ 338.00 of the filing fee in this case has been paid.
4. The Services rendered or to be rendered include the following:
  - a. Analysis of the financial situation, and rendering advice and assistance to the debtor(s) in determining whether to file a petition under title 11 of the United States Code.
  - b. Preparation and filing of the petition, schedules, statement of affairs and other documents required by the court.
  - c. Representation of the debtor(s) at the meeting of creditors.
5. The source of payments made by the debtor(s) to the undersigned was from earnings, wages and compensation for services performed, and
6. The source of payments to be made by the debtor(s) to the undersigned for the unpaid balance remaining, if any, will be from earnings, wages and compensation for services performed, and
7. The undersigned has received no transfer, assignment or pledge of property from debtor(s) except the following for the value stated:
8. The undersigned has not shared or agreed to share with any other entity, other than with members of undersigned's law firm, any compensation paid or to be paid except as follows:

Dated: January 9, 2021

Respectfully submitted,

/s/ Stephen D. Finestone

Attorney for Debtor: **Stephen D. Finestone 125675**  
**Finestone Hayes LLP**  
**456 Montgomery St., 20th Floor**  
**San Francisco, CA 94104**  
**415 421-2624 Fax: 415 398-2820**  
**sfinestone@fhllawllp.com**

# Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

This notice is for you if:

You are an individual filing for bankruptcy,  
and

Your debts are primarily consumer debts.  
*Consumer debts* are defined in 11 U.S.C.  
§ 101(8) as "incurred by an individual  
primarily for a personal, family, or  
household purpose."

## The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under  
one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan  
for family farmers or  
fishermen

Chapter 13 - Voluntary repayment plan  
for individuals with regular  
income

**You should have an attorney review your  
decision to file for bankruptcy and the choice of  
chapter.**

## Chapter 7: Liquidation

\$245	filing fee
\$78	administrative fee
<u>+ \$15</u>	<u>trustee surcharge</u>
\$338	total fee

Chapter 7 is for individuals who have financial  
difficulty preventing them from paying their debts  
and who are willing to allow their non-exempt  
property to be used to pay their creditors. The  
primary purpose of filing under chapter 7 is to have  
your debts discharged. The bankruptcy discharge  
relieves you after bankruptcy from having to pay  
many of your pre-bankruptcy debts. Exceptions exist  
for particular debts, and liens on property may still  
be enforced after discharge. For example, a creditor  
may have the right to foreclose a home mortgage or  
repossess an automobile.

However, if the court finds that you have committed  
certain kinds of improper conduct described in the  
Bankruptcy Code, the court may deny your  
discharge.

You should know that even if you file chapter 7 and  
you receive a discharge, some debts are not  
discharged under the law. Therefore, you may still  
be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement  
obligations;

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A-2).

If your income is above the median for your state, you must file a second form—the *Chapter 7 Means Test Calculation* (Official Form 122A-2). The calculations on the form—sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

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## Chapter 11: Reorganization

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	\$1,167	filing fee
+	<u>571</u>	<u>administrative fee</u>
	\$1,738	total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

## Read These Important Warnings

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

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### Chapter 12: Repayment plan for family farmers or fishermen

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	\$200	filing fee
+	\$78	administrative fee
	\$278	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

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### Chapter 13: Repayment plan for individuals with regular income

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	\$235	filing fee
+	\$78	administrative fee
	\$313	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

- domestic support obligations,
- most student loans,
- certain taxes,
- debts for fraud or theft,
- debts for fraud or defalcation while acting in a fiduciary capacity,
- most criminal fines and restitution obligations,
- certain debts that are not listed in your bankruptcy papers,
- certain debts for acts that caused death or personal injury, and
- certain long-term secured debts.

### **Warning: File Your Forms on Time**

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to:  
<http://www.uscourts.gov/forms/bankruptcy-forms>

### **Bankruptcy crimes have serious consequences**

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

### **Make sure the court has your mailing address**

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

### **Understand which services you could receive from credit counseling agencies**

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days **before** you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from:  
<http://www.uscourts.gov/services-forms/bankruptcy/credit-counseling-and-debtor-education-courses>.

In Alabama and North Carolina, go to:  
<http://www.uscourts.gov/services-forms/bankruptcy/credit-counseling-and-debtor-education-courses>.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list.

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA**

In re  
**Evander Frank Kane**

Case No.

\_\_\_\_\_  
Debtor(s). \_\_\_\_\_ /

**CREDITOR MATRIX COVER SHEET**

I declare that the attached Creditor Mailing Matrix, consisting of 6 sheets, contains the correct, complete and current names and addresses of all priority, secured and unsecured creditors listed in debtor's filing and that this matrix conforms with the Clerk's promulgated requirements.

DATED: **January 9, 2021**

**/s/ Stephen D. Finestone**

\_\_\_\_\_  
Signature of Debtor's Attorney or Pro Per Debtor

1000568 B.C. Ltd.  
5900 NO. 3 Road, Suite 300  
Richmond, BC V6X3P7  
CANADA

American Arbitration Association  
Attn: Rebecca Storrow  
100 SE 2nd St, Suite 2300  
Miami, FL 33131

American Express  
P.O. Box 650448  
Dallas, TX 75261

American Express - Wells Fargo  
Card Services  
P.O. Box 51193  
Los Angeles, CA 90051

Arthur Yallen  
84 Avenue Rd, 3rd Floor  
Toronto, Ontario M5R2H2  
CANADA

Barry Smith  
Buchalter  
1000 Wilshire Blvd., Ste. 1500  
Los Angeles, CA 90017

Brandon Dixon  
Dixon Law Firm  
304 Enterprise Dr.  
Oxford, MS 38655

Bruce Poltrock  
Frاندzel Robins et al.  
1000 Wilshire Blvd, Suite 1900  
Los Angeles, CA 90017

Centennial Bank  
P.O. Box 966  
Conway, AR 72033

Corporation Service Company  
801 Adlai Stevenson Dr.  
Springfield, IL 62703

Daniel A. Parino  
Greenberg Glusker  
2046 Century Park East, Ste. 2600  
Los Angeles, CA 90067

Darren Heitner  
215 Hendricks Isle  
Fort Lauderdale, FL 33301

Davis Sanchez  
138 Woodbine Ave.  
Toronto, Ontario M412A2  
CANADA

Deanna Kane  
2301 Richland Ave.  
San Jose, CA 95125

Deanna S. J. Kane  
2301 Richland Ave.  
San Jose, CA 95125

Deanna S.J. Kane  
2301 Richland Ave.  
San Jose, CA 95125

Erika L. Mansky  
11845 W. Olympic Blvd.  
Suite 1000  
Los Angeles, CA 90064

Franchise Tax Board  
State of California  
P.O. Box 2952  
Sacramento, CA 95812-5000

Hebron Shyng  
179 Davie St.  
Vancouver, BC V6Z241  
CANADA

Hope Parker  
c/o Jonathan J. Lewis  
3985 University Ave. Fl. 2  
Riverside, CA 92501

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101-7316

James Scime  
42 Delaware Ave.  
Suite 120  
Buffalo, NY 14202

John A. Anthony  
Anthony & Partners, LLC  
100 South Ashley Dr., Ste. 1600  
Tampa, FL 33602

John Fiero  
Pachulski Stang et al.  
150 California St., 15th Floor  
San Francisco, CA 94111

Lone Shark Holdings, LLC  
Attn: Andrew B. Adams  
128-A Courthouse Square  
Oxford, MS 38655

Mark S. Hoffman  
11845 W. Olympic Blvd.  
Suite 1000  
Los Angeles, CA 90064

Mercedes Benz of Oakland  
2915 Broadway  
Oakland, CA 94611

Michigan Department of Treasury  
PO Box 30199  
Lansing, MI 48909

Mike Lispti  
2301 Richland Ave  
San Jose, CA 95125

Newport Sports Management, Inc.  
201 City Centre Dr., Suite 400  
Mississauga, Ontario L5B 2T4  
CANADA

Nina Greene  
Genoves Joblove & Battista  
100 Southeast Second St., 44th Floor  
Miami, FL 33131

Pacific Private Money  
1555 Grant Ave  
Novato, CA 94945

Paul Cambria  
42 Delaware Ave  
Buffalo, NY 14202

Pete Gianakas  
2301 Richland Ave  
San Jose, CA 95125

Professional Bank  
396 Alhambra Circle, Ste. 255  
Miami, FL 33134

Rachel Kuechle  
c/o Samuel Capizzi  
267 North St.  
Buffalo, NY 14201

Raj Banghu  
3082 13th Ave. West  
Vancouver, BC V6 2V2  
CANADA

Rosenberg Pelino LLC  
Attn: Brian C. Rosenberg  
6031 University Blvd., Suite 300  
Ellicott City, MD 21043

San Jose Sharks  
Attn: Doug Wilson  
525 W. Santa Clara St.  
San Jose, CA 95113

Scotia Bank  
8377 Granville St.  
Vancouver, BC V6P4Z8  
CANADA

Sheri Kane  
3457 35th Avenue  
Vancouver, BC V6N2N3  
CANADA

South River Capital LLC  
1 Park Place  
Suite 540  
Annapolis, MD 21401

South River Capital LLC  
2661 Riva Road, Bldg 1000  
Suite 1020  
Annapolis, MD 21403

Sure Sports LLC  
Attention: Leon McKenzie  
2116 Hollywood Blvd., #116  
Hollywood, FL 33020

Tony Chiricosta  
Pro Management Resources, Inc.  
8012 Wiles Rd.  
Coral Springs, FL 33067

Tony Veltri  
2301 Richland Ave  
San Jose, CA 95125

Zions Bancorporation  
1900 Avenue of the Stars  
Suite 2350  
Los Angeles, CA 90067

Fill in this information to identify your case:

Debtor 1 Evander Frank Kane

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of California

Case number \_\_\_\_\_  
(if known)

Check one box only as directed in this form and in Form 122A-1Supp:

1. There is no presumption of abuse

2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).

3. The Means Test does not apply now because of qualified military service but it could apply later.

Check if this is an amended filing

**Official Form 122A - 1**  
**Chapter 7 Statement of Your Current Monthly Income** 04/20

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

**Part 1: Calculate Your Current Monthly Income**

1. **What is your marital and filing status?** Check one only.
- Not married.** Fill out Column A, lines 2-11.
  - Married and your spouse is filing with you.** Fill out both Columns A and B, lines 2-11.
  - Married and your spouse is NOT filing with you. You and your spouse are:**
    - Living in the same household and are not legally separated.** Fill out both Columns A and B, lines 2-11.
    - Living separately or are legally separated.** Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. <b>Your gross wages, salary, tips, bonuses, overtime, and commissions</b> (before all payroll deductions).	\$ _____	\$ _____
3. <b>Alimony and maintenance payments.</b> Do not include payments from a spouse if Column B is filled in.	\$ _____	\$ _____
4. <b>All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support.</b> Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ _____	\$ _____
5. <b>Net income from operating a business, profession, or farm</b>	<b>Debtor 1</b>	
Gross receipts (before all deductions)	\$ _____	
Ordinary and necessary operating expenses	-\$ _____	
Net monthly income from a business, profession, or farm	\$ _____	\$ _____
	<b>Copy here -&gt;</b>	
6. <b>Net income from rental and other real property</b>	<b>Debtor 1</b>	
Gross receipts (before all deductions)	\$ _____	
Ordinary and necessary operating expenses	-\$ _____	
Net monthly income from rental or other real property	\$ _____	\$ _____
	<b>Copy here -&gt;</b>	
7. <b>Interest, dividends, and royalties</b>	\$ _____	\$ _____

Column A Debtor 1	Column B Debtor 2 or non-filing spouse
----------------------	--

**8. Unemployment compensation**

\$ _____	\$ _____
----------	----------

Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:

For you \_\_\_\_\_ \$ \_\_\_\_\_

For your spouse \_\_\_\_\_ \$ \_\_\_\_\_

**9. Pension or retirement income.** Do not include any amount received that was a benefit under the Social Security Act. Also, except as stated in the next sentence, do not include any compensation, pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or death of a member of the uniformed services. If you received any retired pay paid under chapter 61 of title 10, then include that pay only to the extent that it does not exceed the amount of retired pay to which you would otherwise be entitled if retired under any provision of title 10 other than chapter 61 of that title.

\$ _____	\$ _____
----------	----------

**10. Income from all other sources not listed above.** Specify the source and amount. Do not include any benefits received under the Social Security Act; payments made under the Federal law relating to the national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.) with respect to the coronavirus disease 2019 (COVID-19); payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism; or compensation pension, pay, annuity, or allowance paid by the United States Government in connection with a disability, combat-related injury or disability, or death of a member of the uniformed services. If necessary, list other sources on a separate page and put the total below.

\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
+ \$ _____	\$ _____

Total amounts from separate pages, if any.

**11. Calculate your total current monthly income.** Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.

\$ _____	+	\$ _____	=	\$ _____
				Total current monthly income

**Part 2: Determine Whether the Means Test Applies to You**

**12. Calculate your current monthly income for the year.** Follow these steps:

12a. Copy your total current monthly income from line 11 \_\_\_\_\_ **Copy line 11 here=>** \$ \_\_\_\_\_

Multiply by 12 (the number of months in a year) **x 12**

12b. The result is your annual income for this part of the form 12b. \$ \_\_\_\_\_

**13. Calculate the median family income that applies to you.** Follow these steps:

Fill in the state in which you live.

Fill in the number of people in your household.

Fill in the median family income for your state and size of household. \_\_\_\_\_ 13. \$ \_\_\_\_\_

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

**14. How do the lines compare?**

14a.  Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3. Do NOT fill out or file Official Form 122A-2.

14b.  Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.

**Part 3: Sign Below**

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

**X /s/ Evander Frank Kane**  
Evander Frank Kane

Debtor 1 **Evander Frank Kane**

Case number (if known)

Signature of Debtor 1

Date **January 9, 2021**  
MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

Fill in this information to identify your case:

Debtor 1 Evander Frank Kane

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of California

Case number \_\_\_\_\_  
(if known)

Check if this is an amended filing

## Official Form 122A - 1Supp Statement of Exemption from Presumption of Abuse Under § 707(b)(2)

12/15

File this supplement together with *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A-1), if you believe that you are exempted from a presumption of abuse. Be as complete and accurate as possible. If two married people are filing together, and any of the exclusions in this statement applies to only one of you, the other person should complete a separate Form 122A-1 if you believe that this is required by 11 U.S.C. § 707(b)(2)(C).

### Part 1 Identify the Kind of Debts You Have

1. **Are your debts primarily consumer debts?** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." Make sure that your answer is consistent with the answer you gave at line 16 of the *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 1).
- No. Go to Form 122A-1; on the top of page 1 of that form, check box 1, *There is no presumption of abuse*, and sign Part 3. Then submit this supplement with the signed Form 122A-1.
- Yes. Go to Part 2.

### Part 2: Determine Whether Military Service Provisions Apply to You

2. **Are you a disabled veteran** (as defined in 38 U.S.C. § 3741(1))?
- No. Go to line 3.
- Yes. Did you incur debts mostly while you were on active duty or while you were performing a homeland defense activity? 10 U.S.C. § 101(d)(1); 32 U.S.C. § 901(1).
- No. Go to line 3.
- Yes. Go to Form 122A-1; on the top of page 1 of that form, check box 1, *There is no presumption of abuse*, and sign Part 3. Then submit this supplement with the signed Form 122A-1.
3. **Are you or have you been a Reservist or member of the National Guard?**
- No. Complete Form 122A-1. Do not submit this supplement.
- Yes. Were you called to active duty or did you perform a homeland defense activity? 10 U.S.C. § 101(d)(1); 32 U.S.C. § 901(1).
- No. Complete Form 122A-1. Do not submit this supplement.
- Yes. Check any one of the following categories that applies:
- I was called to active duty after September 11, 2001**, for at least 90 days and remain on active duty.
  - I was called to active duty after September 11, 2001**, for at least 90 days and was released from active duty on \_\_\_\_\_, which is fewer than 540 days before I file this bankruptcy case.
  - I am performing a homeland defense activity for at least 90 days.**
  - I performed a homeland defense activity for at least 90 days**, ending on \_\_\_\_\_, which is fewer than 540 days before I file this bankruptcy case.

If you checked one of the categories to the left, go to Form 122A-1. On the top of page 1 of Form 122A-1, check box 3, *The Means Test does not apply now*, and sign Part 3. Then submit this supplement with the signed Form 122A-1. You are not required to fill out the rest of Official Form 122A-1 during the exclusion period. The *exclusion period* means the time you are on active duty or are performing a homeland defense activity, and for 540 days afterward. 11 U.S.C. § 707(b)(2)(D)(ii).

If your exclusion period ends before your case is closed, you may have to file an amended form later.

# **Exhibit 15**

ESPN Article

## **Reports: Sharks' Kane files for bankruptcy**

SAN JOSE SHARKS 5y

## **Why goalie tandems have taken over the NHL -- even in the playoffs**

BUFFALO SABRES 3d - Ryan Clark

## **Stanley Cup playoffs daily: Can the Golden Knights force a Game 7?**

CAROLINA HURRICANES 13h - ESPN Staff

## **Golden Knights rule out center Karlsson for Game 6**

VEGAS GOLDEN KNIGHTS 1d - Greg Wyshynski

## **Knights' Hart: Carolina fan chants are 'just noise'**

VEGAS GOLDEN KNIGHTS 1d - Greg Wyshynski

## **Svechnikov strikes twice as Canes on cusp of title**

CAROLINA HURRICANES 3d

## **Vegas' Torts vows a Game 7: 'We'll be back here'**

VEGAS GOLDEN KNIGHTS 3d - Greg Wyshynski

## **Lightning strikes twice: Kucherov wins 2nd MVP**

TAMPA BAY LIGHTNING 3d - Greg Wyshynski

## **Reports: Nurse gives Oilers list of trade options**

EDMONTON OILERS 3d

## **Kings look to bolster offense with Laviolette hire**

LOS ANGELES KINGS 4d

## **NHL free agency rankings: Who are the best players available on July 1?**

ANAHEIM DUCKS 17d - Greg Wyshynski

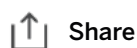
## **Overheard at the NHL scouting combine: Most impressive prospects, trade buzz, more**

ANAHEIM DUCKS 5d - Rachel Kryshak and Kristen...

# Reports: San Jose Sharks' Evander Kane files for bankruptcy, might not play

ESPN

Jan 12, 2021, 11:54 AM ET



[San Jose Sharks](#) forward [Evander Kane](#) has filed for Chapter 7 bankruptcy in the Northern District of California, according to multiple reports.

The 29-year-old lists assets of about \$10 million, mostly in real estate, and liabilities of almost \$27 million.

As part of last week's filing, Kane says that he might not even play this season, eliminating his income.

"Debtor may terminate his contract and he may opt out of the season, as allowed under current rules, because of health concerns given the recent birth of his first child," his bankruptcy petition said. "Should he terminate his contract or opt out at a point in the season, Debtor will not receive his salary."

The deadline to opt out was Dec. 24, and Kane has been with the Sharks in training camp. Their season starts Thursday at Arizona.

On Tuesday, Sharks coach Bob Boughner said that his understanding is that Kane will play.

"I don't think we're worried about a distraction," Boughner said, according to the Mercury

News. "I won't make a comment on any player's personal situation, but I am assured that he will be here for the whole season and that he's on board."

According to the petition, Kane claims \$1.5 million in gambling losses in the past 12 months and says he has seven dependents living with him.

Kane is in the third year of a seven-year, \$49 million contract. He had 26 goals and 21 assists in 64 games last season. He led the Sharks with 122 penalty minutes.

# **Exhibit 16**

Yahoo Sports Article

**BREAKING NEWS** **ROCKIES ERUPT FOR 23 RUNS, 6 HOMERS VS. A'S IN LAS VEGAS**

Story by **yahoo/sports**

## Sharks' Evander Kane files for bankruptcy with more than \$26 million in debt



Evander Kane has filed for bankruptcy in California. (Photo by Brandon Magnus/NHLI via Getty Images)



**Justin Cuthbert**

Tue, Jan 12, 2021 · 2 min read



It should have been a contract that would have taken care of himself and his family for generations. But less than three years after signing a \$49 million contract extension with the San Jose Sharks, Evander Kane has reportedly filed for bankruptcy.

Kane has apparently reported more than \$26 million worth of debt under Chapter 7 bankruptcy in a California court, according to court records obtained by [Daniel Kaplan of The Athletic](#).

Kane is facing nine lawsuits from since active lenders, according to court filings. One bank says it's owed \$8.3 million from Kane.

Also included in the the report was a note that Kane may not play for the Sharks this season, and therefore would be unable to earn what would have been the reduced \$6 million salary.

Per Kaplan's report:

*“Debtor may terminate his contract and he may opt out of the season, as allowed under current rules, because of health concerns given the recent birth of his first child. Should he terminate his contract or opt out at a point in the season, Debtor will not receive his salary.”*

It’s important to note that Kane has missed the NHL-imposed deadline to opt out of the season and has been practising with the Sharks since training camp began.

Two things immediately come to mind when considering Kane’s serious financial issues.

The first is that Kane was sued by the Cosmopolitan Hotel in Las Vegas last year for unpaid gambling debts. The second is that he recently called out YouTube star-turned-boxer Jake Paul, who has since offered former UFC champion Conor McGregor \$50 million to sign a bout agreement.

Kane, who has a boxing background, does not have the star power that McGregor possesses, but might be considered a worthy opponent for the YouTuber based on name value and ability. Attaching himself to Paul might be the quickest way for Kane make back a significant chunk of money in short order.

Beyond his interest in gambling, it’s unclear how Kane tore through in excess of \$50 million in career earnings.

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- [Create or join a 2020 Yahoo Fantasy Hockey League for free today](#)
- [Play Daily Fantasy and earn 1,000 Yahoo Sports Rewards Points with your first deposit](#)
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# **Exhibit 17**


The Athletic Article

# Oilers' Evander Kane closer to erasing debts after judge's ruling in bankruptcy case




By Daniel Kaplan

May 25, 2023 | Updated Jan. 14, 2026

 Share full article



 199

[Evander Kane](#) won a big victory in his more than two-year-old bankruptcy case, with a judge recently ruling he could walk away from much of his remaining debt after a contentious saga that spotlighted the [Edmonton Oilers](#) forward's self-described gambling addiction.



[outstanding lawsuit](#) within the bankruptcy process and a stayed case in civil court. And there is still one more lender with an active claim.

But the judge did rule in Kane's favor in his case against Centennial Bank. Unless the bank appeals and wins that suit, it will lose its \$8 million-plus loan to Kane. When Kane [filed for bankruptcy in January 2021](#), he listed \$26.8 million of debts and only \$10.2 million of assets.

He ultimately settled with many of the lenders, but Centennial Bank declined to do so, which resulted in a two-day trial, which occurred in January. In the bankruptcy process, objectors who don't want to see what they are owed vanish can file adversarial cases, which are akin to bench trials. Centennial was seeking to block Kane from scuttling its loan.

"Evander is obviously pleased with the outcome and believes the decision vindicates his right to a financial fresh start through the bankruptcy process," his attorney, Stephen Finestone, wrote in an email. "A lot has been said in the press and the public about the allegations against him, but a trial in court has a way of bringing forward the facts.

"Now that the issue has been decided in Evander's favor, Ms. Parker can proceed with her attempt to prove that she has a claim that should not be discharged."

A lawyer for Centennial wrote in an email no appeal decision has yet been made.





Photo of Evander Kane: Perry Nelson / USA Today

In his 38-page decision, Judge Stephen Johnson of U.S. bankruptcy court, Northern District of California, rebutted all of Centennial's allegations, including that Kane couldn't account for the source of all his losses, that his failure to keep proper records mattered and fraudulently characterized his debt as business losses.

"Kane's effort to stay afloat financially was almost mind-numbingly complicated," Johnson wrote. "He relied on multiple streams of funding to cover his expensive lifestyle and gambling addiction; including his salary, loans from 'hard-money' lenders, and cash he received from individual lenders and gambling winnings." Hard money refers to high-interest-rate loans.

Kane used the Centennial loans in 2018 and 2019 to pay off other high-interest-rate debt, accumulated from years of gambling and an expensive lifestyle. Kane took out 27 loans between 2014 and 2019, with rates as high as 18 percent.



## TOP NHL STORIES



Can a 12-point forward really be NHL playoffs MVP? Jordan Staal's unprecedented Conn Smythe case



Three keys for Hurricanes and Golden Knights in Game 6 with Stanley Cup on the line



Tales of the NHL's cutest playoff tradition: Putting babies in the Stanley Cup

"I was trying to put out as many fires as I could at any particular time," Kane said during

there were times where it buried me, as it has today.”

But while Centennial argued Kane had misled them about his financial picture, Judge Johnson wrote the closing statements on the bank’s loans to Kane specifically detailed that the funds would pay off other debts.

“The story Evander Kane told about his financial predicament may not have pleased his creditors,” Judge Johnson wrote. “But Kane’s testimony was thoughtful, coherent, and consistent with the extensive evidentiary record in this case.” In a footnote to this line, Judge Johnson noted just in underwriting fees, Kane between 2014 and 2019 paid \$1,174,517.54.



#### GO DEEPER

50 bets a day, gambling because of lockout losses: Evander Kane's final pitch for Chapter 11

The judge also rebutted the bank’s claims Kane had falsely filled out his bankruptcy petition by describing it as business and not consumer debt, noting many of the loans were classified as business debt, and some of the proceeds went to fund his training.

He did agree with Centennial that Kane had not kept proper business records but ruled it did not matter because Kane gave credible testimony, and as much of his gambling was done with bookies, there would be no records.

“Kane testified that his use of bookies was very extensive,” Judge Johnson wrote. “On some days, he bet on only one game. On other days, though, he might bet on as many as 50 games at the same time. Kane also testified that the bookies’ websites changed frequently while he was using them. When this occurred, he would be given a new username and password and told to use the new site. He has no records for any of the bookie sites because they were transient and operated online only.”

Kane’s bankruptcy followed in the footsteps of other high-profile athletes’ financial unravelings, and once again underscored the sad stories of sports stars going broke despite ultra-rich compensation. Kane himself has earned over \$67 million in his [NHL](#) career, according to Spotrac. But as Kane pointed out in his trial testimony, nearly half that was gobbled up by taxes, NHL escrow payments and lost to lockout or pandemic

While Kane's bankruptcy might not be unique in sports, it was for the vitriol displayed. Kane's character was called into question, with his gambling losses and habits [hung out for public view](#).

"There are a lot of contentious bankruptcies or individual bankruptcies when it's personal like this, but this was definitely up there," said Schuyler Carroll, a bankruptcy attorney with Loeb & Loeb.

And it's not done. Parker sued Kane in 2018 in California Superior Court with allegations of Kane agreeing to pay her to abort pregnancies, and then renegeing on the payment. When Kane filed for bankruptcy, which stayed the lawsuit, she in turn asserted a claim and then filed the adversarial case seeking to block him from rejecting his obligation.

DAILY PICK'EM

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In a status conference statement filed last week, the parties wrote that they envisioned three to five months of discovery before trial. If Parker were to win the adversarial proceeding, she then could reopen her civil lawsuit in California state court.

There is also an outstanding adversarial case brought by Professional Bank, which lent Kane \$1.5 million in 2019, none of which is paid back. The bank claims it was fraudulently induced into making the loan.

There is also one other related matter ongoing. Most of Kane's loans were arranged by Sure Sports, a firm that connects athletes and lenders. Sure Sports also filed a \$1.3 million claim in the Chapter 7 case.

heard arguments on the case on May 9 and said he would decide on it shortly. The U.S. trustee is seeking to not only invalidate the claim but compel Sure Sports to pay the estate hundreds of thousands of dollars.

## Required reading


- [Inside the Evander Kane bankruptcy: 'A vicious cycle of loan after loan'](#)
- [Evander Kane creditor blasts Sharks wing in scorched-earth bankruptcy filing](#)

(Top photo: Ric Tapia / Getty Images)

**Daniel Kaplan** spent 21 years at SportsBusiness Journal, helping create before the magazine even launched the leading industry publication for sports business news. He left in May 2019 to join The Athletic. He writes primarily for the NFL vertical but also contributes stories in other sports.

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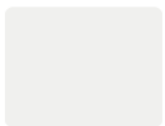
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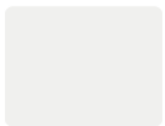


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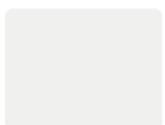
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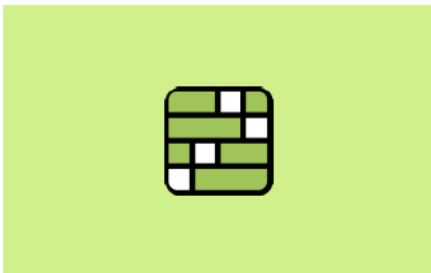
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**The Athletic**



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# **Exhibit 18**

The Sporting News Article



## Evander Kane's timeline of trouble: From filing for bankruptcy to domestic assault allegations, list of controversies for Oilers forward

BRYAN MURPHY

June 11, 2025 • 1:00 pm PDT



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Evander Kane made headlines in the 2022 Stanley Cup playoffs. His 13 goals tied for the most among all players in the postseason.

But it hasn't always been good PR when it comes to Kane.

The reason why the 30-year-old is currently played on a [one-year, \\$2.1 million deal](#) with the Oilers is because the Sharks terminated his contract in January, following a laundry list of issues that Kane has had over the years.

The final straw was that Kane was [suspended by the league](#) for breaking the NHL COVID-19 protocol in October of 2021. Once his suspension was up, the Shark placed him on waivers and he was re-assigned to the AHL.

After five games with the San Jose Barracuda, it was announced he was placed on unconditional waivers for the purpose of terminating his contract.

From gambling debts to an ugly divorce with his ex-wife to multiple investigations from the NHL, Kane's career in the league has been a tumultuous one.

Here is a look at all the controversies surrounding Kane.

**MORE:** [Last time Oilers won Stanley Cup: Complete finals, playoff history for Edmonton](#)

## 2016 Buffalo assault lawsuit

The legal issues outside of the rink date back to 2016 when Kane was in Buffalo playing with the Sabres. He was sued by Rachel Kuechle, who [accused him of assaulting her](#).

According to her complaint, it alleged that Kane "inflicted a battery" on her in a hotel room.

"While in the hotel room, he inflicted a battery upon Kuechle. The physical battery was ... violent and offensive in nature, causing Kuechle to suffer bodily injury including lacerations, extensive bleeding, requiring multiple surgeries, and blood transfusions and serious emotional trauma, all to her detriment."

No charges were brought upon Kane despite a police investigation. This past April, Kane and Kuechle reached a settlement, but no details were provided by Kane's attorney.

**MORE:** [Why did Corey Perry leave Chicago? Revisiting the Connor Bedard controversy](#)

## Filing for bankruptcy

In January of 2021, Kane filed for Chapter 7 bankruptcy in San Jose. The details of the debt came out to \$26.8 million total, with \$10.2 million coming in assets and \$1.5 million in gambling debts.

It was just three years after he signed a seven-year, \$49 million contract extension with the Sharks in 2018.

At the time of the filing, Kane had earned \$52.9 million in team pay during his 11-year career in the NHL, according to [CapFriendly](#).

**MORE:** [Has Connor McDavid won a Stanley Cup? Breaking down Oilers star's playoff history](#)

## Gambling debts

As mentioned, a part of Kane's bankruptcy was \$1.5 million in gambling debts. It first started back in November of 2019 when he was sued by The Cosmopolitan casino in Las Vegas after he allegedly walked out on a \$500,000 gambling debt. The casino [dropped the case](#) a year later.

In July of 2021, Kane's ex-wife, Anna, claimed in an Instagram post that her ex-husband [bet on Sharks games and threw games on purpose](#). At this point, it was reported that Kane liked to gamble and the NHL investigated the allegations.

Kane sat down with Linda Cohn for an episode of ESPN's "Outside the Lines", where he admitted to having a gambling problem but denied any of the allegations that he bet on his own games.

The league announced on September 22, 2021, that there was [no evidence](#) that Kane bet on games or tried to impact NHL contests on the ice in any way.

**MORE:** [Corey Perry nickname, explained: Why longtime NHL heel is called 'The Worm'](#)

## Domestic violence allegations

During their ongoing divorce process, Anna Kane had filed a restraining order against her soon-to-be ex-husband, with [allegations of sexual assault and multiple alleged instances of domestic battery](#) included.

Kane had [received a temporary restraining order](#) against Anna in August of 2021, claiming he was abused on four different occasions ranging from 2019 to 2021.

The NHL investigated the domestic abuse claims against Kane and announced on October 18, 2021, that the allegations of domestic abuse "could not be substantiated."

**MORE:** [Oilers' 'Pink Pony Club', song: How Chappell Roan hit became victory song in playoffs](#)

## Violations of NHL COVID-19 protocol

The same day the league issued its statement on the domestic abuse allegations, the NHL announced it was [suspending Kane](#) for violations of the league's COVID-19 protocols.

It was [previously reported](#) that Kane had used a fake vaccination card.

"I would like to apologize to my teammates, the San Jose Sharks organization, and all Sharks fans for violating the NHL COVID protocols," Kane said in a statement. "I made a mistake, one I sincerely regret and take responsibility for. During my suspension, I will continue to participate in counseling to help me make better decisions in the future. When my suspension is over, I plan to return to the ice with great effort, determination, and love for the game of hockey."

In January, Kane was investigated yet again by the league, this time involving Kane traveling across the U.S.-Canada border.

On January 27, the [league announced](#) that an investigation done by Patterson Belknap Webb & Typer LLP could not

find sufficient evidence to "conclusively find that Mr. Kane knowingly made misrepresentations regarding his COVID-19 status or test results in connection with his international travel."

**MORE:** [Oilers mascot, explained: History behind Hunter the Lynx and his connection to Edmonton](#)

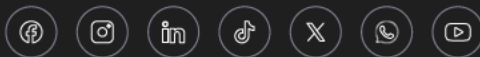
DEPUTY EDITOR

## BRYAN MURPHY

Bryan Murphy joined The Sporting News in 2022 as the NHL/Canada content producer. Previously he worked for NBC Sports on their national news desk reporting on breaking news for the NFL, MLB, NBA and NHL, in addition to covering the 2020 and 2022 Olympic Games. A graduate of Quinnipiac University, he spent time in college as a beat reporter covering the men's ice hockey team.

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# **Exhibit 19**

Complaint

*Professional Bank v. Kane*

1 Stephen G. Opperwall (SBN 100057)  
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2 4900 Hopyard Road, Suite 100  
Pleasanton, California 94588  
3 Telephone: (925) 417-0300  
Facsimile: (925) 417-0301  
4 E-mail: steve.opperwall@comcast.net

5 Attorneys for Creditor  
Professional Bank  
6  
7

8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN JOSE DIVISION  
11

12 In Re:	)	No. 21-50028 SLJ 7
13 Evander Frank Kane,	)	Chapter 7
14	)	
15 Debtor,	)	
16 _____	)	
17 Professional Bank,	)	Adv. Proc. No.
18 Plaintiff,	)	Complaint for
19 v.	)	1) Nondischargeable Debt
20 Evander Frank Kane,	)	2) Declaratory Relief
21 Defendant.	)	3) To Deny Discharge
	)	4) Determine Validity of Lien
	)	5) Injunctive Relief
22	)	Demand for Jury Trial
23 _____	)	

24  
25 INTRODUCTION

26 1. This Adversary Proceeding and Complaint are brought by  
27 secured creditor Professional Bank ("Professional Bank") as  
28 Plaintiff against Debtor and Defendant Evander Frank Kane ("Kane").

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PARTIES

2. Plaintiff Professional Bank ("Professional Bank") is an active Florida corporation in good standing doing business as a full-service community bank with its corporate headquarters in Coral Gables, Florida.

3. Defendant and Debtor Evander Frank Kane ("Kane") is an individual, who currently resides in Santa Clara County, California at 2301 Richland Avenue, San Jose, California 95125 according to his bankruptcy filing in the main bankruptcy case, which is Case Number 21-50028 SLJ 7 filed in the U.S. Bankruptcy Court for the Northern District of California (San Jose Division).

SUMMARY AND OVERVIEW

4. Professional Bank is a secured creditor of Defendant and Debtor Evander Frank Kane. In March 2019, Kane borrowed \$1,500,000 from Professional Bank in 2019. As collateral and security for the payment of the loan, and as the inducement for Professional Bank to lend Kane the money, Kane gave Professional Bank a security interest in Kane's income stream of \$49,000,000 over seven years that Kane has from the San Jose Sharks ("Sharks"). Loan payments were to be made automatically from Kane's income from the Sharks, with automatic payments going from the Sharks to Professional Bank. Almost immediately after that loan closed, Kane breached the terms of the loan, failed to make required payments, and revoked the automatic payment provisions that had been promised and agreed to

1 as inducement for the loan. As alleged below, the expressed intent  
2 and plan by Kane and Kane's counsel are that Professional Bank will  
3 not be paid.

4  
5 5. Kane is a professional hockey player on the San Jose  
6 Sharks ("Sharks") of the National Hockey League ("NHL"). Kane is  
7 in the third year of a seven year contract with the Sharks where  
8 Kane is paid approximately \$7,000,000 per year as base  
9 compensation. Kane's contract with the Sharks is a standard NHL  
10 contract that essentially guarantees those payments to Kane even  
11 if Kane is unable to play.

12  
13  
14 JURISDICTION AND VENUE

15  
16 6. This court has jurisdiction for this Adversary Proceeding  
17 as a part of the main bankruptcy case pursuant to 28 U.S.C. Section  
18 157 and 28 U.S.C. Section 1334.

19  
20 7. Venue for this Adversary Proceeding is appropriate as  
21 part of the main bankruptcy case pursuant to 28 U.S.C. Section  
22 1409.

23  
24 8. This Adversary Proceeding is a core proceeding pursuant  
25 to 28 U.S.C. Section 157.

26  
27 9. This Adversary Proceeding is commenced pursuant to  
28 Federal Rules of Bankruptcy Procedure, Rule 7001.

1 FACTUAL BACKGROUND

2  
3 10. In early 2019, Kane sought to borrow \$1,500,000 from  
4 Professional Bank.

5  
6 11. The terms that Kane promised and agreed to were that the  
7 loan would coincide with the remaining years on Kane's \$49,000,000  
8 player contract with the Sharks, and that the loan would be paid  
9 off by 2025. In addition, the loan was secured by, among other  
10 things, the stream of income that Kane has from the Sharks through  
11 the 2025 season. Also, the payments would be made automatically  
12 and directly to Professional Bank from the Sharks from the amounts  
13 that Kane was entitled to receive from the Sharks based on Kane's  
14 NHL contract. Also, Kane waived all legal provisions and potential  
15 objections that Kane might otherwise argue that might limit  
16 Professional Bank's ability to have a security interest in and to  
17 receive payments directly from the Sharks as part of Kane's stream  
18 of income from the Sharks.

19  
20 12. Kane signed the documents on 3/26/19 and a notary  
21 acknowledged his signature.

22  
23 13. As part of the loan, there was an advance reserve held by  
24 and paid to Professional Bank by Kane to cover the payments that  
25 would be due between the signing date and the payment due date of  
26 10/15/19.

27  
28 14. The Security Agreement gave Professional Bank a security

1 interest in Kane's payments from the NHL contract. The Security  
2 Agreement also provided for a security interest in other items, but  
3 the security interest in the stream of income from the Sharks to  
4 Kane was a main consideration for the loan.

5  
6 15. The Security Agreement was accompanied by a UCC-1  
7 Financing Statement filing with the California Secretary of State  
8 on 3/27/19. Other documents included the following: Automatic  
9 Transfer Authorization; Promissory Note for \$1,500,000; Agreement  
10 to Waive Garnishment Protection; Cooperation Agreement; Errors and  
11 Omissions Agreement; Post-Closing Agreement; Direct Deposit  
12 Enrollment Agreement.

13  
14 16. There were no payments due from Kane from the time of the  
15 closing of the loan through 10/15/19, because of the advance  
16 payment amount that had been retained by Professional Bank. By the  
17 time the payment for 11/15/19 was due, Kane was in default,  
18 including by him revoking the automatic payment that was to occur  
19 from the Sharks to Professional Bank for each payment. Kane has  
20 been in default ever since that date.

21  
22 17. Based on the conduct of Kane after he received the money  
23 and before there was any additional performance by Kane, it is  
24 clear and undisputable that Kane made promises that he did not  
25 intend to perform. Kane had no intention of repaying the  
26 \$1,500,000 loan from Professional Bank. Kane blocked the payment  
27 provision (direct payment to Professional Bank from the Sharks)  
28 before the first payment was due, and that has remained blocked

1 continuously since then.

2

3 18. Kane also misrepresented his financial circumstances and  
4 financial condition. He also overstated his assets, and he  
5 understated his liabilities.

6

7 19. It appears from conduct and circumstances that have  
8 become known since March of 2019 that Kane was likely insolvent  
9 when he obtained the money from Professional Bank, but that  
10 information was fraudulently concealed from Professional Bank.

11

12 20. It is appears likely from conduct and circumstances since  
13 March of 2019 that Kane intended to declare bankruptcy and intended  
14 to take the position that he was not going to pay Professional Bank  
15 and Kane's other creditors.

16

17 21. It appears likely that the initial planning of the  
18 bankruptcy was believed to be already in process and in progress  
19 when Kane requested the loan from Professional Bank. At around  
20 that same time, Kane was also borrowing enormous amounts of money  
21 from other banks including Centennial Bank, Zions Bancorporation,  
22 and South River Capital. Kane was also incurring enormous amounts  
23 of debt owed to other creditors. By all appearances, the plan back  
24 then was that these amounts were never going to be paid or paid  
25 back.

26

27 22. As of November 2019, Kane was already in default  
28 regarding Professional Bank before his first payment was due.

1           23. During late 2019 and throughout 2020, Kane and his legal  
2 representatives and legal counsel were supposedly "negotiating" for  
3 paying off the creditors, but instead they were in fact just  
4 creating delay of more than 12 months for legal strategy purposes  
5 and for purposes of what they considered an inevitable bankruptcy  
6 filing which they then ultimately filed on 1/9/21.

7  
8           24. The bankruptcy case filing was of a Chapter 7 despite the  
9 fact that Kane has \$30,000,000 of guaranteed income in the next 3-4  
10 years that could pay his creditors in full, or nearly in full, with  
11 proper financial management of Kane's enormous income. The  
12 bankruptcy case was filed as a Chapter 7 instead of a Chapter 11  
13 so that Kane could try to walk away from \$15,000,000+ of debts that  
14 he incurred in 2019 that was in default on as soon as he received  
15 the money.

16  
17           25. The expressed intention of Kane and Kane's counsel, as  
18 expressed in the pleadings filed in the main bankruptcy case, and  
19 in statements by Kane's counsel, is to deny Professional Bank's  
20 security interest in the stream of income from the Sharks to Kane,  
21 and to prevent Professional Bank from being paid from that stream  
22 of income from the Sharks to Kane, despite the fact that the stream  
23 of income was the expected source of payment to Professional Bank  
24 of the loan balance owed by Kane. There appears at this point to  
25 be no other meaningful source of payment for Professional Bank, and  
26 neither Kane nor his counsel have identified any other source of  
27 payment, and have not said that there is any intent by Kane or his  
28 counsel to make any payments to Professional Bank.



1 renewal, or refinancing of credit, to the extent obtained  
2 by--

3 (A) false pretenses, a false representation, or  
4 actual fraud, other than a statement respecting  
5 the debtor's or an insider's financial  
6 condition;

7 11 U.S.C. Section 523(a)(2)(B) provides that debts are  
8 nondischargeable for debts involving:

9 (B) use of a statement in writing--

10 (i) that is materially false;

11 (ii) respecting the debtor's or an  
12 insider's financial condition;

13 (iii) on which the creditor to whom the  
14 debtor is liable for such money, property,  
15 services, or credit reasonably relied; and

16 (iv) that the debtor caused to be  
17 made or published with intent to  
18 deceive; or

19

20 31. The debt owed by Kane to Professional Bank is  
21 nondischargeable for the above reasons and based on the above  
22 standards.

23

24 WHEREFORE, Plaintiff Professional Bank prays for Judgment  
25 against Defendant Kane, as prayed for below.

26 /

27 /

28 /





1 FIFTH CLAIM FOR RELIEF

2 (Denial of Discharge)

3  
4 39. Plaintiff refers to and incorporates by such reference  
5 the allegations contained elsewhere in this Complaint.  
6

7 40. Professional Bank objects to Kane receiving a discharge  
8 based on the conduct as alleged herein and based on the other  
9 conduct regarding other creditors as is contained in the main  
10 bankruptcy case file and in motions and Adversary Proceedings by  
11 other creditors, including actions to hinder, delay, and/or defraud  
12 creditors, and/or actions to transfer, remove, conceal, etc.  
13 property in which Professional Bank has a security interest,  
14 pursuant to Federal Rules of Bankruptcy Procedure, Rule 7001(4) and  
15 11 U.S.C. Section 727, and related authorities.  
16

17 WHEREFORE, Plaintiff Professional Bank prays for Judgment  
18 against Defendant Kane, as prayed for below.  
19  
20

21 DEMAND FOR JURY TRIAL

22 Plaintiff Professional Bank hereby demands a jury trial on all  
23 matters that are triable by a jury.  
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DAMAGES AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff Professional Bank prays for Judgment against Defendant Kane, as follows:

- 1. For all general, special, and compensatory damages in a sum according to proof at trial;
- 2. For punitive and exemplary damages as alleged herein;
- 4. For the determinations, the declaratory relief, and the injunctive relief requested in this Complaint;
- 4. For costs of suit incurred herein;
- 5. For such reasonable attorneys' fees as are recoverable according to applicable law;
- 6. For such other and further relief that the Court deems to be just and proper.

Dated: May 3, 2021

LAW OFFICES OF  
STEPHEN G. OPPERWALL

/s/ Stephen G. Opperwall

\_\_\_\_\_  
STEPHEN G. OPPERWALL  
Attorneys for Creditor  
Professional Bank

complaint.doc.wpd

# **Exhibit 20**

CBS Sports Article

# Sharks' Evander Kane sued for \$15 million by lender alleging fraud in \$1.5M loan application

Gabriel Fernandez

## This the latest chapter in Kane's bankruptcy case

May 4, 2021 at 5:51 pm ET • 1 min read



USATSI

[Evander Kane's](#) saga regarding his bankruptcy case continued Tuesday with [a report from The Athletic's Daniel Kaplan stating](#) that a lender is suing the [Sharks](#) player for \$15 million plus attorney fees. [Kane filed for bankruptcy](#) in January, claiming \$26.8 million of total debt.

Professional Bank, the lender suing Kane, alleges that he defrauded the company in the process of securing a loan of \$1.5 million. The amount they're asking for in the suit is 10 times as much as the loan because of "punitive" damages, per the report.

"At around that same time, Kane was also borrowing enormous amounts of money from other banks including Centennial Bank, Zions Bancorporation, and South River Capital," the lawsuit states. "Kane was also incurring enormous amounts of debt owed to other creditors. By all appearances, the plan back then was that these amounts were never going to be paid or paid back."

Part of the concern stems from how the loan was tied to his seven-year, \$49 million contract with San Jose signed in 2018. It also didn't help that the first interest payment never came. Professional Bank argues, as a result, that the player "was in default" and made claims similar to other lenders that had deals where they would be paid

directly by the Sharks.

"Kane was in default, including by him revoking the automatic payment that was to occur from the Sharks," Professional Bank argues.

A lawyer The Athletic spoke to called this move "highly unusual." At the same time this move, which was called really "emotional" by the lawyer in question, seems to fall in line with how this process has painted Kane to be a problem gambler and liar in his loan applications. The winger has responded to these allegations saying he has been honest during this process and is receiving treatment for his gambling problem. This suit comes a couple of weeks after a bankruptcy judge ruled creditors could not tap into Kane's future earnings, though two lenders are appealing that decision.

# **Exhibit 21**

Mercury News Article

SPORTS > NHL > SAN JOSE SHARKS

## Sharks' Evander Kane hit with \$15 million lawsuit from bank

Professional Bank says it is entitled to “punitive and exemplary damages based on the fraud” of Evander Kane



SAN JOSE, CALIFORNIA – APRIL 28: San Jose Sharks' Evander Kane (9) tosses a puck to a fan during warm ups before their game against the Arizona Coyotes at the SAP Center in San Jose, Calif., on Wednesday, April 28, 2021. (Nhat V. Meyer/Bay Area News Group)



By **CURTIS PASHELKA** | [cpashelka@bayareanewsgroup.com](mailto:cpashelka@bayareanewsgroup.com) | Bay Area News Group

PUBLISHED: May 5, 2021 at 2:37 PM PDT | UPDATED: May 6, 2021 at 5:37 AM PDT

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San Jose Sharks forward Evander Kane, who filed for bankruptcy in January, has been sued by one of his creditors for \$15 million.

In its lawsuit filed this week in the Northern District of California's federal bankruptcy court, Professional Bank, which says it loaned Kane \$1.5 million in March 2019, claims it is entitled to "punitive and exemplary damages based on the fraud of Defendant Kane ... ten times the amount of the compensatory damages."

Professional Bank's complaint alleges that the Sharks forward made promises on how he would repay the loan that he did not fulfill, and that he misrepresented his financial circumstances and financial condition — overstating his assets and understating his liabilities.

"It appears likely from conduct and circumstances since March of 2019 that Kane intended to declare bankruptcy and intended to take the position that he was not going to pay Professional Bank and Kane's other creditors," the claim says.

"It appears likely that the initial planning of the bankruptcy was believed to be already in process and in progress when Kane requested the loan from Professional Bank. At around that same time, Kane was also borrowing enormous amounts of money from other banks including Centennial Bank, Zions Bancorporation, and South River Capital. Kane was also incurring enormous amounts of debt owed to other creditors.

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"By all appearances, the plan back then was that these amounts were never going to be paid or paid back."

Kane's lawyer, Stephen D. Finestone, wrote in an email that, "Mr. Kane has no comment about the lawsuit and will deal with it in the Court."

In his filing for Chapter 7 bankruptcy in January, Kane listed assets of \$10.2 million and liabilities of \$26.8 million. Kane, 29, has earned in excess of \$55 million during his 12-year NHL career, according to spotrac.

In his bankruptcy filing, Kane listed \$1.5 million in gambling losses and having seven dependents, all family members. The filing also listed six pending legal actions. Documents also showed that he had over \$16 million in unpaid loans, among other debts.

In Chapter 7 bankruptcy, the court places an automatic temporary stay on an individual's debts, stops creditors from collecting payments, and prevents foreclosures on homes, among other things. Forty-seven creditors were listed in Kane's bankruptcy petition.

Zions Bancorporation, one of Kane's major creditors, was seeking to convert his case from a Chapter 7 bankruptcy to Chapter 11, which would make the money that is still owed to Kane available to creditors. That request, which was joined by other lenders, was denied by a Northern California bankruptcy judge last month, but the decision is being appealed.

***Like our Sharks [Facebook page](#) for more San Jose Sharks news, commentary and conversation.***

Kane is in the third year of a seven-year, \$49 million contract he signed with the Sharks in May 2018. Over the next four seasons, according to contract details on CapFriendly, Kane is due to make \$26 million in salary, including bonuses. He has a salary of \$3 million for this season, although NHL players are deferring 10 percent of their salary into future years and putting another 20 percent into escrow.

There was speculation in March that Kane would void the final four years of his contract to deprive creditors of their means to recoup money owed to them. Sharks general manager Doug Wilson said at the time that the team was committed to fulfilling Kane's contract.

Even as his troublesome financial issues have come to light, Kane has been having the most productive season of his NHL career this year.

Kane enters Wednesday's game with the Colorado Avalanche with 45 points, the most he ever has had after 52 games.



SAN JOSE, CALIFORNIA - MAY 3: San Jose Sharks' Evander Kane (9) celebrates his goal against the Colorado Avalanche in the first period at the SAP Center in San Jose, Calif., on Monday, May 3, 2021. (Nhat V. Meyer/Bay Area News Group)

"He's probably our best player night in and night out," Sharks coach Bob Boughner said Wednesday morning. "I haven't had one issue off the ice with Evander. We know that he's going through stuff in his personal life, but his ability to come here and focus and get the job done and be one of our best players every night is pretty remarkable.

"I have a lot of good things to say about Evander not only as a player, but as a teammate this year. He's come full circle."

Kane has a team-high 22 goals this season, marking the sixth straight year he's scored at least 20 goals. He recorded his 500th career point Saturday, assisting on Logan Couture's goal in a 4-3 Sharks loss to the Avalanche.

With their 5-4 overtime loss to the Avalanche on Monday, the Sharks were officially eliminated from playoff contention. After Wednesday, the Sharks have three games remaining.

**2021** >

**May** >

**5**

# **Exhibit 22**

Complaint

*Parker v. Kane*

Jonathan J. Lewis, Esq. (SBN: 221082)  
**J. LEWIS & ASSOCIATES, APLC**  
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Attorneys for Plaintiff / Creditor  
HOPE PARKER

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In Re:	)	CHAPTER 7
	)	CASE NO. 21-50028-SLJ
EVANDER FRANK KANE,	)	ADV. NO.:
	)	
Debtor	)	<b>ADVERSARY COMPLAINT FOR</b>
	)	<b>NONDISCHARGEABILITY OF DEBT</b>
	)	<b>PURSUANT TO: 11 U.S.C. §523(a)(2);</b>
	)	<b>AND 11 U.S.C. §§727(a)(2)-(a)(7)</b>
HOPE PARKER, an individual,	)	<b>FEDERAL RULES OF BANKRUPTCY</b>
	)	<b>PROCEDURE § 7001 ET SEQ.</b>
Creditor / Plaintiff,	)	
v.	)	<b>JURY TRIAL DEMANDED</b>
	)	
EVANDER FRANK KANE an individual,	)	
	)	
Debtor / Defendant.	)	

TO THE HONORABLE STEPHEN L. JOHNSON UNITED STATES BANKRUPTCY  
JUDGE:

**COMES NOW**, Plaintiff / Creditor HOPE PARKER and alleges as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this adversary proceeding pursuant to 28 U.S.C. section 1334 and the reference order of the United States District Court for

1 the Northern District of California. Pursuant to 28 U.S.C. section 157, the U.S. Bankruptcy Court  
2 has jurisdiction to hear and determine adversary proceedings brought pursuant to the Federal Rules  
3 and United State Code relevant herein, including FRBP 7001, 11 U.S.C. section 523 and 11.U.S.C.  
4 727.

5 2. Venue in this Court is proper because this is the Court where the instant Bankruptcy  
6 Petition is pending. (28 U.S.C. § 1409(a))

7 3. This adversary proceeding relates to the Chapter 7 case of Evander Frank Kane, Case  
8 No. 21-50028-SLJ, now pending in the United States Bankruptcy Court for the Northern District of  
9 California. This matter is a core proceeding pursuant to 28 U.S.C. § 157.

10 **GENERAL ALLEGATIONS**

11 3. Plaintiff HOPE PARKER (hereinafter "Plaintiff") at all times mentioned or  
12 referenced herein was and is an individual, residing in the County of Los Angeles, California.

13 4. Defendant EVANDER FRANK KANE (hereinafter "Debtor") at times mentioned  
14 or referenced herein was and is an individual, residing in the County of Santa Clara, California.

15 6. In early 2016 through June 2018, Plaintiff Hope Parker ("Plaintiff" or "Ms. Parker")  
16 and Defendant Evander Kane ("Defendant" or "Mr. Kane") saw each other romantically. During the  
17 relationship, the parties engaged in sexual relations. Defendant was aware and advised by Ms.  
18 Parker that she was not using birth control as it upset her system. During each encounter, the parties  
19 rarely, if ever used contraception.

20 7. In early 2016, as a result of the relations with Defendant, Ms. Parker became  
21 pregnant. Defendant insisted that Ms. Parker terminate the pregnancy. Ms. Parker, feeling pressure  
22 from Defendant, terminated the pregnancy.

23 8. In or about October 2017, Defendant Kane and Ms. Parker again had relations that  
24 resulted in pregnancy. It was confirmed via a blood test that Defendant was the father of Ms.  
25 Parker's unborn child. Defendant again pressured Ms. Parker to end the pregnancy through abortion.  
26 Ms. Parker at first refused, and told Defendant that she did not want to go through that process as  
27 it had caused her both physical and emotional distress. Defendant continued to put unrelenting  
28 pressure on Ms. Parker to abort, telling her it would ruin his life. The unrelenting pressure from

1 Defendant resulted in Ms. Parker acquiescing to another abortion.

2 9. As a result of the second abortion, Ms. Parker experienced physical and mental harm  
3 and suffering. Ms. Parker made Defendant aware of that harm and suffering, and told him that she  
4 would never have another abortion. Defendant, of his own volition, deposited \$125,000.00 into Ms.  
5 Parker's account. Ms. Parker had never asked for any money.

6 10. On May 13, 2018, Ms. Parker and Defendant again had consensual sexual relations  
7 that resulted in pregnancy.

8 11. After learning she was pregnant for the third time, Ms. Parker informed Defendant  
9 of the pregnancy on or about May 31, 2018. During that same time frame, Ms. Parker also let  
10 Defendant know that she would not abort this pregnancy as she had done with the two prior  
11 pregnancies.

12 12. Regarding that third pregnancy, Defendant has made the following statements:

13 \* "I was concerned about the impact Plaintiff's pregnancy would have on my career . . . ."

14 \* "I was . . . deeply concerned about the impact an unwanted pregnancy would have on my  
15 personal relationships . . . ."

16 \* "I wanted Plaintiff to terminate the pregnancy shortly after she informed me she was  
17 pregnant . . . ."

18 \* "Plaintiff stated that she did not want to have an abortion due to the medical risks."

19 \* "I knew that the sooner Plaintiff had the abortion . . . the less likely Plaintiff would suffer  
20 complications . . . , which I knew was a concern to Plaintiff."

21 \* "At this time, I was open to . . . giving her some amount of money to terminate the  
22 pregnancy"

23 13. Defendant, knowing that Ms. Parker would not abort this third pregnancy, offered one  
24 million dollars to Ms. Parker if Ms. Parker would terminate the pregnancy. Ms. Parker refused.

25 14. Defendant confirmed that he had offered Ms. Parker money to terminate the  
26 pregnancy in a declaration he signed under penalty of perjury. In that declaration he stated:  
27 "Subsequently, I informed Plaintiff that I would give her some amount of money to have an  
28 abortion."

1           15.     During the following days, Ms. Parker and Defendant had discussions regarding the  
2 pregnancy, both orally and through text messages.

3           16.     Defendant sent text messages to Ms. Parker stating such things as: "this is a huge  
4 mistake[;]" "this will not be a good thing for anyone [;]" and "It's not going to work, it can't happen."

5           17.     Ms. Parker responded to Defendant, letting Defendant know that she was not going  
6 to let him bully her into having an abortion as he had with the first two (2) pregnancies. In response,  
7 Defendant continued to send text messages, stating such things as: "it will be terrible [;]" "this will  
8 ruin everything my career I know [;]" and "I'm begging [] you please."

9           18.     As Ms. Parker continued to refuse to terminate the pregnancy, Defendant sent further  
10 text messages, to wit: "This is going to be to [be] ugly [;]" "Come on!! This is stupid [;]" "Take the  
11 pills [;]" and "This will not be good."

12          19.     When Defendant's repeated attempts to pressure Ms. Parker into having an abortion  
13 did not work, Defendant again decided to renew his financial offer to Ms. Parker: "But I have a (sic)  
14 idea how to make you feel more comfortable . . . I will take care of you like I said last night, but also  
15 pay for any future issues to get pregnant [if] you have them." Ms. Parker, despite being worn down  
16 and scared from being bullied, told Defendant that the one million dollar offer he had made the night  
17 before was not enough.

18          20.     Ms. Parker confirmed her pregnancy through a medical examination with her  
19 gynecologist. Defendant's response was to assure Ms. Parker that he would pay her in excess of one  
20 million dollars if she would terminate the pregnancy.

21          21.     On or about June 4, 2018, after further discussions, Defendant agreed to pay Ms.  
22 Parker between two million and three million dollars to terminate the pregnancy. Defendant stated  
23 in a declaration that he understood that Ms. Parker would terminate the pregnancy if Defendant paid  
24 her a sum between two million and three million dollars. Defendant told Ms. Parker that he would  
25 pay her that sum. Defendant texted Ms. Parker, wherein he stated: "Hope I just said I'm going to do  
26 everything I can! You know my situation I'm literally going to be broke after this. So you don't need  
27 to worry about me doing everything g (sic) on my end."  
28

1           22.     Unbeknownst to Ms. Parker was the fact that at the time Ms. Parker and Defendant  
2 reached an agreement for a sum between two million and three million dollars, Defendant had no  
3 intention of paying Ms. Parker anywhere near the agreed upon amount. Despite Defendant knowing  
4 he was never going to pay the agreed upon amount of two million and three million dollars, he  
5 continued to tell Ms. Parker that he would pay the agreed upon amount.

6           23.     Even though Defendant never intended to pay the agreed upon amount, he  
7 communicated to Ms. Parker that there was an agreement for two million and three million dollars.  
8 Based on Defendant's representations that he and Ms. Parker had reached an agreement, Ms. Parker  
9 then began the process of terminating the pregnancy.

10          24.     Ms. Parker received injections terminating the pregnancy. During that process,  
11 Defendant continued to assure Ms. Parker that he was obtaining the agree upon two million to three  
12 million dollars. He sent her such text messages as: "I'm going to do everything I can! You know  
13 my situation I'm literally going to be broke after this [;]" and "I'm working on it trust me! Just need  
14 some time. You'll be good." During that same time, Defendant requested than Ms. Parker provide  
15 him with proof that she was terminating the pregnancy, and she did so.

16          25.     On June 13, 2018, Ms. Parker sent Defendant a text message with pictures of her lab  
17 results, showing Defendant that the termination process was completed. Whereas just days before  
18 Defendant had told Ms. Parker that he was working on getting the agreed upon sum, Defendant  
19 changed his tune as he knew the pregnancy was terminated. Thus, when Ms. Parker requested that  
20 Defendant update her on the status of payment. Defendant, for the first time, told Ms. Parker that he  
21 was not going to pay her, stating: "I'll have my lawyer contact you I'm not dealing with this any  
22 further then."

23          26.     As Defendant continued to refuse to honor the contract, Ms. Parker filed suit in Los  
24 Angeles Superior Court (Case Number: 18SMCV00095) ), pleading causes of action for breach of  
25 contract, fraud, intentional infliction of emotional distress, quantum meruit and promissory estoppel.

26          27.     Defendant demurred to the complaint, alleging that the agreement was not  
27 enforceable as it violated public policy. On or about June 6, 2019, Judge Elaine Mandel heard  
28 Defendant's demurrer. Judge Mandel, after reviewing the moving papers and opposition thereto,

1 overruled the demurrer. Judge Mandel set the matter for trial for July 2020. However, as the parties  
2 were still in the process of conducting discovery and due to COVID-19, the trial date was taken off  
3 calendar. At the time that Defendant filed his bankruptcy petition, there was no trial date.

4 28. On January 9, 2021, Defendant filed his bankruptcy petition. As other parties have  
5 sent forth in their various motions, Defendant failed to disclose his future earnings. At the meeting  
6 of creditors, Defendant failed to explain where all of his earnings have gone.

7 **FIRST CLAIM FOR RELIEF**

8 **DEBT NON-DISCHARGEABILITY PURSUANT TO**

9 **11 U.S.C. §523(a)(2)**

10 29. Plaintiff incorporates paragraphs 1 through 28 as though fully set forth herein.

11 30. Pursuant to 11 U.S.C. section 523(a), “[a] discharge under section 727 . . . of this title  
12 does not discharge an individual debtor from any debt . . . (2) for money, property, services . . . to the  
13 extent obtained by - (a) false pretenses, a false representation, or actual fraud . . . .”

14 31. As Defendant made his false representations / false promises to Ms. Parker while she  
15 was located within the State of California, California law governs the necessary elements for false  
16 representations. Per California law, “The elements of fraud that will give rise to a tort action for  
17 deceit are: “(a) misrepresentation (false representation, concealment, or nondisclosure); (b)  
18 knowledge of falsity (or ‘scienter’); (c) intent to defraud, i.e., to induce reliance; (d) justifiable  
19 reliance; and (e) resulting damage.” (*Engalla v. Permanente Medical Group, Inc.* 15 Cal.4th 951,  
20 974 (1997); *see also California Civil Jury Instruction 1900, et seq.*)

21 32. Defendant represented to Ms. Parker that he would pay her an amount of two million  
22 to three million dollars if she terminated the pregnancy. That representation was false, as Defendant  
23 never did give Ms. Parker that sum or any sum. Defendant made further false representations to Ms.  
24 Parker that he was working on obtaining the amount of two million to three million dollars when he  
25 was not doing any such thing. Instead, Defendant was stringing her along by his misrepresentations  
26 until such time as he knew that the pregnancy was terminated.

27 33. Defendant told Ms. Parker and agreed with Ms. Parker that he would pay her an  
28 amount of two million to three million dollars with the intent to deceive Ms. Parker into terminating

1 the pregnancy. The fact that he subsequently stated that never agreed to pay Ms. Parker an amount  
2 of two million to three million dollars shows that he never intended to pay Ms. Parker that amount.

3 34. Additionally, Defendant's statement that he never agreed to pay Ms. Parker the agreed  
4 amount of two million to three million dollars demonstrates that at the time he made the  
5 representations to Ms. Parker that he would pay her the amount of two million to three million  
6 dollars, Defendant knew that he was never going to do so. Moreover, his subsequent conduct of  
7 continually stating that he was working on obtaining the agreed upon amount, but his failure to  
8 obtain that amount shows that he knowingly intended to never pay her. The fact that when he  
9 learned the pregnancy was terminated, he stopped communicating to Ms. Parker that he was working  
10 on obtaining the funds, but instead told her to speak to his lawyer also shows that he knew during  
11 all relevant times that he was never going to pay Ms. Parker the agreed upon amount of two million  
12 to three million dollars.

13 35. Ms. Parker justifiably relied on the promises and representations that Defendant was  
14 going to pay her an amount of two million to three million dollars. Defendant, who was a  
15 professional athlete that had earned more than thirty million dollars and had just signed a contract  
16 guaranteeing him future earnings of forty nine million dollars, had the wherewithal to pay that  
17 amount. Defendant had voluntarily wired \$125,000.00 into Ms. Parker's account after she agree to  
18 terminate the second pregnancy. Defendant also told Ms. Parker that the pregnancy would "ruin his  
19 career," which at that time had a value of upwards of forty nine million dollars. Thus, to avoid  
20 millions in child support and the responsibilities of fatherhood, it made sense to Ms. Parker, as it  
21 would a reasonable person that Defendant was willing and able to pay an amount of two million to  
22 three million dollars to avoid those consequences.

23 36. Ms. Parker, based upon Defendant's false representation that Defendant would pay  
24 her an amount of two million to three million dollars, took all necessary actions to terminate the  
25 pregnancy, the proof of which she sent to Defendant. Thus, as a direct and proximate result of his  
26 false representations, Ms. Parker terminated her pregnancy, resulting in damages.

27 37. Defendants fraudulent actions and each of them authorize this Court to determine that  
28 the debt owed to Plaintiff is not dischargeable pursuant to 11 U.S.C. section 523(a)(2), as well as

1 other provisions of the United States Code and applicable case law.

2 **SECOND CLAIM FOR RELIEF**

3 **DEBT NON-DISCHARGEABILITY PURSUANT TO**

4 **11 U.S.C. §§727(a)(2)-(a)(7)**

5 38. Plaintiff incorporates paragraphs 1 through 37 as though fully set forth herein.

6 39. At the time of filing this adverse action, multiple creditors, as well as both the U.S.  
7 Trustee and the Bankruptcy Trustee have extensions to file adverse proceedings to determine  
8 whether a debt is non-dischargeable until May 5, 2021. However, as Plaintiff has no such extension,  
9 she alleges in this adverse action that the her debt is also non-dischargeable pursuant to 11 U.S.C.  
10 section 727 (a)(2) through (a)(7).

11 40. Defendant failed to disclose all of his earnings in his petition. Defendant failed to  
12 disclose where the near fifty million he had earned in 11 years he played professional hockey had  
13 gone. Defendant only claimed three significant assets (three homes), but also claimed that all three  
14 were encumbered with mortgages that nearly equated to the value of each property. Thus, Defendant  
15 alleged that despite earning nearly fifty million dollars and that after borrowing another sixteen  
16 million, that he had no assets.

17 41. Defendant failed to provide satisfactory answers at his meeting of creditors as to  
18 where all of that money (sixty six million) had gone. While gambling debts were alleged to have  
19 taken a portion of that amount, Defendant did not claim at his meeting of creditors or in his petition  
20 that he lost anywhere near that amount gambling. As Defendant failed to provide a satisfactory  
21 explanation as to his financial state, and as Plaintiff's deadline to file in April 5, 2021, Plaintiff  
22 incorporates into her adverse complaint a request that Defendant's debt to her be deemed non-  
23 dischargeable pursuant to 11 U.S.C. section 727 (a)(2) through (a)(7). Those sub-sections allow this  
24 Court to determine that the debt owed to Plaintiff is not dischargeable. Defendant's actions of failing  
25 to provide full disclosure in his petition and at the subsequent meeting of creditors require Plaintiff  
26 to request that this Court dismiss the Petition and/or deny Defendant a discharge pursuant to 11  
27 U.S.C. section 727, as well as other provisions of the United States Code and applicable case law.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

1. A determination that the indebtedness owed to Plaintiff HOPE PARKER is non-dischargeable under 11 U.S.C. §§ 523(a)(2);
2. A determination that the indebtedness owed to Plaintiff HOPE PARKER is non-dischargeable under 11 U.S.C. §§ 727(a)(2) - (a)(7);
3. The dismissal with prejudice of Debtor's Petition under 11 U.S.C. §§ 727(a)(2) - (a)(7);
4. The denial of Debtor's bankruptcy under 11 U.S.C. §§ 727(a)(2) - (a)(7);
5. For prejudgment interest;
6. For attorney fees as may be allowed by law;
7. For costs of suit; and
8. For such other relief as the Court may deem just and proper.

Dated: April 1, 2021

**J. LEWIS & ASSOCIATES, APLC**

By 

Jonathan J. Lewis, Esq.  
Attorney for Plaintiff

# **Exhibit 23**

TMZ Sports Article



GOT A TIP?

# TMZ SPORTS



**Stefon Diggs Won't Face NFL Punishment For Former Chef Allegations**



**Elon Musk Set to Attend UFC Freedom 250 at White House**



**Jake Paul Puts Big Bet On U.S. To Win World Cup, Would Win \$1.776 Million**



**Broncos LB Jonathon Cooper Arrested Again, Accused Of Violating Protective Order**

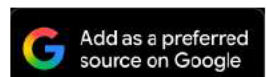


**Chrissy Blair Says Carrie Underwood's Designer Made Freedom 250 Fits For Octagon Girls**

Evander Kane Denies Owing Woman \$3 Million for Aborting His Baby

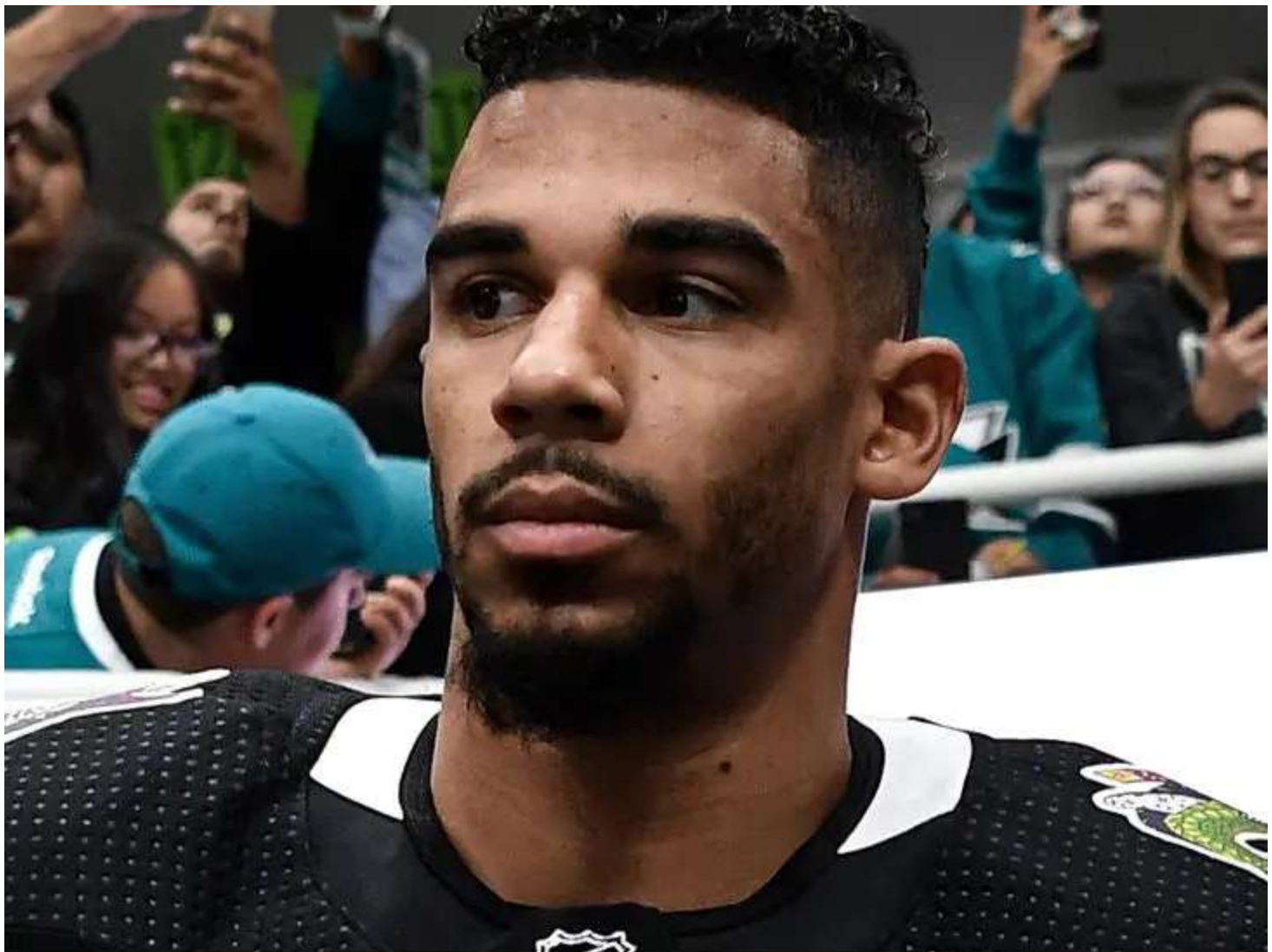
# EVANDER KANE SUED DENIES OWING WOMAN \$3 MIL ... For Aborting His Baby

**EXCLUSIVE**



By **TMZ STAFF**

Published **November 1, 2018 10:56 AM PDT** | Updated **June 18, 2019 12:42 PM PDT**



Getty

**UPDATE**

---

**10:56 AM PT** -- Evander Kane and his attorney have issued a statement adamantly denying the allegations in the suit.

"We've received notice of the filing of a lawsuit by someone referred to as Jane Doe alleging a breach of contract against Evander Kane," the statement reads.

"We firmly believe that this lawsuit is baseless both factually and legally. We will aggressively defend this claim in court on Evander's behalf and assert all applicable counterclaims."

---

NHL superstar **Evander Kane** is being sued by a woman who claims he promised to pay her \$3 MILLION to abort their child ... so she did ... but he never ponied up the dough.

It's all in a lawsuit filed by a woman using the alias "Jane Doe" to protect her identity. In the suit, the woman claims she started dating Kane in 2015.

Doe claims Kane got her pregnant in 2016 -- but they both agreed to get an abortion.

They continued to have a sexual relationship and he knocked her up again in 2017. Doe claims Kane pressured her to abort again because a baby would damage his hockey career ... and also ruin the relationship he had with his official "girlfriend."

The woman ultimately agreed to a 2nd abortion.

Then in May 2018, Doe claims Kane got her pregnant for a 3rd time -- even though she had used Plan B as a last-ditch attempt at birth control.

But, this time, Doe claims she did not want to abort -- which caused problems with Kane.

In her suit, Doe claims Kane told her proceeding with the pregnancy would be a "huge mistake" so he started "bullying" her into seeking a 3rd abortion.

When she refused, Doe claims Kane offered her \$1 million to change her mind. She told him no. So, Kane came back with a \$3 million offer ... and it was an offer Doe admits she couldn't refuse.

Doe claims she had the abortion in June 2018 -- but Kane never made good on the \$3 million payment.

When she followed up with him, Doe claims Kane strung her along ... until finally telling her he wasn't going to make the payment.

She claims Kane tried to turn the tables and accused her of extortion -- and ultimately instructed her to solely deal with his attorney.

The woman is suing for more than \$6 MILLION for the \$3 million payment -- AND other damages including intentional infliction of emotional distress.

We've reached out to Kane's attorney for comment -- so far, no word back.

27-year-old Kane is one of the best hockey players in the NHL -- and recently signed a 7-year, \$49 million contract extension.

Kane was the 4th overall pick in the 2009 NHL Draft and went on to score 190 goals in his career ever since.

Originally published -- 10/31/2018 12:40 PM PDT



## SEE ALSO



**Evander Kane -- Pleads Not Guilty In Bikini Bar Incident ... Video Proves I'm Innocent!**



**NHL's Evander Kane -- Arrested In Buffalo ... Over June Bar Incident**

**EVANDER KANE**

**NHL**

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# **Exhibit 24**

Yahoo Sports Article

# Embattled Sharks forward Evander Kane to face discovery in abortion-for-pay lawsuit

*Kyle Cantlon*



*A judge ruled that Kane must face discovery in a lawsuit alleging he reneged on a promise to pay a woman \$2 million if she aborted their pregnancy. (Getty)*

*(Getty Images)*

A federal judge [just gave the go-ahead for discovery](#) in a lawsuit alleging that NHL forward Evander Kane reneged on a promise to pay Hope Parker, the plaintiff, at least \$2 million if she aborted their pregnancy.

The ruling means that Parker, who first sued in 2018, according to [Daniel Kaplan of The Athletic](#), can start seeking things like electronic correspondence and testimony from Kane, who has said he "changed his mind" about paying Parker the agreed upon amount just prior to her providing him proof of the abortion.

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According to The Athletic, via bankruptcy court documents, Parker allegedly aborted two other fetuses conceived with Kane in the past — with Kane paying her \$125,000 for the second abortion.

“Plaintiff (Parker) was unwilling to terminate the third pregnancy until Defendant (Kane) offered her two to three million dollars to do so,” federal bankruptcy judge Stephen Johnson wrote, per The Athletic.

“Then, on June 13, 2018, Plaintiff sent Defendant a text message of her lab results, which confirmed she had terminated the third pregnancy. When Plaintiff requested Defendant update her on the status of her payment, Defendant, for the first time, told (Plaintiff) he was not going to pay her, stating: ‘I’ll have my lawyer contact you I’m not dealing with this any further then.’

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“I can infer from the complaint that Plaintiff falsely said he would pay ... to abort the third pregnancy, and that he did so to deceive (her) into actually undergoing that abortion.”

The Parker-Kane suit in California was delayed because of the COVID-19 pandemic, and then pushed once more after Kane filed for bankruptcy in January. A status conference scheduled for August was delayed until next year, which leaves "Parker’s complaint within the bankruptcy process," according to The Athletic.

The Sharks winger has been embroiled in several personal, off-ice issues over the past few months, including the aforementioned [bankruptcy filings](#), a very messy ongoing divorce amid [allegations that he bet on his own](#) NHL games, and a [push by Kane's own teammates](#) to trade him out of town.

#### More from Yahoo Sports

# **Exhibit 25**

The Athletic Article

# Judge rules Sharks' Evander Kane must face discovery in abortion-for-pay lawsuit

*Daniel Kaplan*

[San Jose Sharks'](#) star winger [Evander Kane](#) has had multiple off-ice issues this year: He filed for [personal bankruptcy](#), endured the very public and messy ongoing divorce from his wife and the public learned through a report in *The Athletic* that teammates disliked him so much that they [wanted him to be traded](#). Now, a new concern: A federal bankruptcy judge gave the go-ahead for discovery in a lawsuit filed by Hope Parker, who alleges Kane reneged on a promise to pay her at least \$2 million if she aborted their pregnancy.

That means Parker, who first sued in 2018 in California state court, can begin seeking testimony and electronic correspondence from Kane, who says he changed his mind about paying Parker before she sent him proof of the abortion. That argument did not win over bankruptcy judge Stephen Johnson.

“Plaintiff (Parker) was unwilling to terminate the third pregnancy until Defendant (Kane) offered her two to three million dollars to do so,” Johnson wrote. (According to bankruptcy court documents, Parker allegedly aborted a fetus conceived with the hockey player twice before, and Kane paid her \$125,000 for the second abortion.) “Then, on June 13, 2018, Plaintiff sent Defendant a text message of her lab results, which confirmed she had terminated the third pregnancy. When Plaintiff requested Defendant update her on the status of her payment, Defendant, for the first time, told (Plaintiff) he was not going to pay her, stating: ‘I’ll have my lawyer contact you I’m not dealing with this any further then.’”

“I can infer from the complaint that Plaintiff falsely said he would pay ... to abort the third pregnancy, and that he did so to deceive (her) into actually undergoing that abortion.”

Parker's case in California was delayed by the COVID-19 pandemic, and then stayed since Kane's January bankruptcy filing. A status conference scheduled earlier this month was pushed into next year. That leaves Parker's complaint within the bankruptcy process. She has filed a separate case within Chapter 7 seeking to ensure that if Kane is allowed to walk away from his debts, her debt would be treated differently.

Bankruptcy law does not allow a debt to be waived if it is obtained under false pretenses. Johnson OK'd that argument to proceed. It doesn't mean the court is ruling in Parker's favor, but that it sees enough reason for the case to move forward.

“To use a boxing analogy, this is the first round in this litigation,” said Schuyler Carroll, a bankruptcy attorney at Loeb & Loeb. “There are still nine rounds left to be fought. Parker won this round, but she still has a long way to go. Having said that, because so much of bankruptcy is resolved by settlement, a ruling like this often leads to settlement discussions.”

The Parker complaint is just one aspect of the Chapter 7. A host of lenders have filed their own adversarial proceedings against Kane and appealed some of Johnson's rulings. Kane himself is appealing Johnson's decision that limits how much of his real estate he can shield from the creditors.

*(Photo: Stan Szeto / USA Today Sports)*

## Could a settlement happen?

A settlement could happen if Kane wants to avoid more damaging disclosures, like the kind made by his wife, who alleged he bet on his own games (a claim he denies).

Parker's lawyers wrote in the April 1 complaint that Kane's communication with their client was urgent. They say his texts to Parker about the pregnancy included concerns about his career, "it will be terrible; this will ruin ... my career; I'm begging you please" and suggested she "take the pills," presumably to end the pregnancy.

Her lawyers said Parker told Kane "she was not going to let him bully her into having an abortion as he had with the first two pregnancies."

Those were messages Parker allegedly possessed herself. In discovery, she would gain access to all of Kane's emails and texts, and depose him.

"In an adversary proceeding, the rules of discovery apply," said Zev Shechtman, a bankruptcy attorney with Danning, Gill, Israel & Krasnoff, LLP. "She can develop the evidence and proceed toward trial on the merits of the remaining claims."

Kane's bankruptcy attorney, Stephen Finestone, said, "In ruling on a motion of this type, the court must assume the allegations to be true. On the claim with respect to Ms. Parker's specific debt, the court has found that, assuming the allegations are true, she has at least stated a basis for a claim at this point. The court reserved for another day the question of whether public policy is a basis to deny Ms. Parker's claim. Mr. Kane contends that the allegations are ... false and once the facts and law are further developed he will prevail."

## **What are Kane's representatives arguing?**

While Parker's April 1 complaint paints Kane as a bully who forced her into abortions, his argument is he is sticking up for women's rights. Kane contends that Parker's claims are blocked by California public policy because his agreement with her would interfere with a woman's right to choose whether to have or abort a child. Judge Johnson did not rule on that argument.

At a June 15 hearing, Finestone said, "There's some protection of women that has to take place here." And in a May 3 motion to dismiss Parker's claims, he wrote, "California law has long held that such promises are outside the scope of adjudication due to their intensely personal nature."

## **What are Parker's representatives arguing?**

Parker's lawyer, Jonathan Lewis, arguing for the validity of the agreement, said at the June 15 hearing, "Hope Parker has the right to carry ... to term. She does. And she was intending to do it until Mr. Kane said, 'OK, I will give you two to three million (dollars) to terminate. And she said, 'Fine.' And the funny thing is, he benefited from that. So if the court came down and said, 'I don't think that men should be able to pay women to terminate (pregnancies), I am sure there are a lot of men with means that would be very upset with the court's decision, to be honest with the court.'"

"He promised her money, she did the act, and even here, and there's nothing illegal about it."

# **Exhibit 26**

Yahoo Sports Article

## NHL investigating Evander Kane after wife claims he bet on his own games

Steven Psihogios



The NHL is investigating San Jose Sharks forward Evander Kane. (Photo by Michael Martin/NHLI via Getty Images)

(NHLI via Getty Images)

The NHL will be investigating San Jose Sharks forward Evander Kane after his wife, Anna, alleged that he has bet on his own games.

Kane's wife published a string of posts to her Instagram account about her husband, which included his alleged gambling addiction.

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“How does the NHL let a compulsive gambling addict still play when he’s obviously throwing games to win money? Hmm maybe someone needs to address this,” she wrote in one of her posts.

“Can someone ask (NHL commissioner) Gary Bettman how they let a player gamble on his own games? Bet and win with bookies on his own games?”

The league responded to her allegations on Saturday evening via the [NHL Public Relations Twitter account](#). The statement read:

The League was made aware this evening of a post on social media alleging that San Jose Sharks Player Evander Kane bet on NHL games. The integrity of our game is paramount and the League takes these allegations very seriously.

We intend to conduct a full investigation and will have no further comment at this time.

In addition to her husband’s purported gambling, Anna Kane claimed that Evander has been treating her poorly.

So you leave July 8th you do not call or text at all for 7 days then you inform me you are going to Europe for a vacation must be nice, but at the same time tell me our house is being taken by the bank but do not come home to help ur pregnant wife pack or help her with anything at all. You have enough money to party and stay in hotels in Europe go to dinners every night, but I can't buy my daughter formula and u force me to sell my wedding ring to have any money to survive as you party every day every night, never calling your daughter and never asking not even one time how I'm doing by myself. I don't know if there are even words to describe the kind of evil person that you are to abandon your wife who is pregnant with ur son and your one year old daughter who walked around the house with her bunny saying dada for a week looking for you. Don't post old pictures like your home or

like your with her. Everyone knows the type of person you are.

Earlier this year, it was reported that [Kane had filed for bankruptcy](#) as he apparently had more than \$26 million worth of debt under Chapter 7 bankruptcy in a California court.

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Kane is slated to enter his fourth season of a seven-year deal that pays him a total of \$49 million. He has an estimated career earnings of \$55,956,097, [according to CapFriendly](#).

He recorded 22 goals and 49 points during the 2020-21 season.

**More from Yahoo Sports**

# **Exhibit 27**

Toronto Sun Article

# Sharks' Evander Kane granted restraining order, claims wife battered him

*Brad Hunter*

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## Sharks' Evander Kane granted restraining order, claims wife battered him

Anna filed for divorce in July and accused him of gambling and specifically betting on Sharks games. Kane has denied the allegations

Get the latest from Brad Hunter straight to your inbox  
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Sharks Evander Kane and estranged wife Anna. Photo by ESPN /GETTY

San Jose Sharks star Evander Kane has been granted a temporary restraining order after claiming his estranged wife punched him in the face numerous times.

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The 30-year-old journeyman also alleges that Anna Kane, 29, once swung their baby during a high-octane argument.

The court filings are just the latest ugly chapter in the bitter he said-she said battle.

Kane claimed he was physically abused on four different occasions starting in 2019, [TMZ reports](#). The twosome got hitched in 2018.

In July, she accused the forward — who has also had stints in Winnipeg and Buffalo — of gambling and specifically betting on Sharks games. Kane has denied the allegations.



Anna Kane in happier times. Photo by ANNA KANE /INSTAGRAM

— Kane claims Anna hit him “7-8 times in the face with her fist” in the first alleged instance of domestic violence, court docs said.

— He alleges she also slugged him in October 2020 and April 2021.

— In July, Kane claimed Anna pushed him as he tried to get away from her. In that incident, [TMZ reports](#) that he said, “Anna dangerously swung around their baby daughter.”

She filed for divorce in July and began a campaign to expose his alleged gambling. Anna also said she didn’t have enough cash for baby formula and that Kane asked her to sell her wedding ring.

For his part, Kane alleges that his estranged wife is “mentally unwell” and that he “will and always

have taken care of my daughter in every way possible.”



After the gambling allegations emerged, the NHL said it was investigating.

According to the [New York Post](#), in 2019 Kane was sued by a Las Vegas casino for allegedly skipping out on a \$500,000 debt he suffered during the playoff series against Vegas.

Kane filed for bankruptcy in January, claiming he was a whopping \$27 million in debt.

On the ice, Kane signed a seven-year, \$49-million contract with the Sharks in 2018 and led the team in goals (22), assists (27) and points (49) in 56 games last season. The Sharks missed the playoffs.

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# **Exhibit 28**

Mercury News Article

SPORTS > NHL > SAN JOSE SHARKS • News

## Suspended Sharks forward Kane, estranged wife drop domestic violence restraining orders against each other

San Jose Sharks forward and Anna Kane agreed to maintain 'respectful distance from one another' in Santa Clara County Superior Court brief



SAN JOSE, CA – OCTOBER 16: San Jose Sharks' Evander Kane (9) waits for a face-off against the Carolina Hurricanes in the second period at the SAP Center in San Jose, Calif., on Wednesday, Oct. 16, 2019. (Nhat V. Meyer/Bay Area News Group)





By **CURTIS PASHELKA** | [cpashelka@bayareanewsgroup.com](mailto:cpashelka@bayareanewsgroup.com) | Bay Area News Group

PUBLISHED: October 26, 2021 at 11:56 AM PDT | UPDATED: October 27, 2021 at 8:46 AM PDT

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SAN JOSE — Domestic violence restraining orders previously filed against one another by suspended Sharks forward Evander Kane and his estranged wife, Anna, have been withdrawn and the pair are moving forward with other issues related to their pending divorce, according to court documents.

In a brief filed Oct. 13 in Santa Clara County Superior Court, the parties agreed to dismiss the orders and maintain a “respectful distance from one another whenever possible and shall minimize their situations of closer physical proximity.” They also agreed to communicate exclusively through email on matters only concerning their children, unless it’s an emergency.

A hearing scheduled for Tuesday was vacated. Dennis J. Luca, Anna Kane’s attorney, said the parties are now working with a private mediator to settle other issues such as custody, visitation, child support, spousal support, and attorney fees.

Luca declined to comment further on the dismissal of the filings, noting that mediation is confidential in California. Evander Kane’s attorney, Travis Krepelka, didn’t respond to an email seeking to confirm the nature of the remaining issues.

In September, Anna Kane in a temporary restraining order application, leveled accusations of physical abuse and sexual assault against the Sharks forward, saying he had a “history of domestic violence against me” and that she “walked on eggshells for fear that he would get mad and take out his anger on me.”

"In the early part of our marriage, it was verbal abuse," she wrote, "but I eventually became his punching bag."

Evander Kane denied abusing his estranged wife after the claim became public and in a recently concluded investigation, the NHL said that allegations of domestic violence made by Anna Kane could not be substantiated.

The league, though, suspended Kane for 21 games without pay for submitting a fake COVID-19 vaccination card, costing him roughly \$1.68 million of his \$7 million salary for this season. Kane is considered a non-roster player and the soonest he could return to play would be Nov. 30 when the Sharks are in New Jersey to play the Devils.

In August, the court granted Evander Kane a temporary restraining order against Anna after he, in court documents, accused her of violence, saying in one argument that she hit him "7-8 times in the face with her fist." The incident, Evander Kane alleged, was the first of several that happened between 2019 and 2021.

Travis Krepelka, Evander Kane's attorney, said in a statement last month that Anna Kane's application for a temporary restraining order was "retaliatory," adding that she was "already the restrained party under a temporary domestic violence restraining order."

Anna Kane first filed for divorce on July 16, two weeks before their strife became public when she accused him on Instagram of gambling on — and throwing — NHL games. The league investigated that claim and found no evidence, though Kane's gambling and financial woes are well documented. The former couple has a 15-month-old daughter, and Anna Kane is expecting a second child in early 2022, according to court documents.

Kane is in year four of a seven-year, \$49 million contract he signed in May 2018 with the Sharks.

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# **Exhibit 29**

Yahoo Sports Article

# Former-Oiler Releases Serious Statement On Legal Battles With Ex-Wife

*Jim Parsons*

Former Edmonton Oilers forward Evander Kane took to social media on Saturday to release a statement about his ex and her attempts to derail his career and make his life, and that of his family, miserable.

There have been several public accounts of his former wife acting erratically, but Kane said he's done and has issued a warning that justice and legal consequences are coming.

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[Oilers Fire Head Coach Kris Knoblauch, Mark Stuart Also Gone](#)

[Oilers' Stan Bowman Talks Coaching Change: Key Takeaways From His Media Availability](#)

Kane wrote in a long letter titled "RE: Public Statement Regarding Deanna Snowball (aka Deanna Nystead / Anna Kane)":

"I am issuing this statement regarding the ongoing conduct of Deanna Snowball, also known as Deanna Nystead, also known as Anna Kane.

-

It's time to clear up what I have endured at her hands. For over five years, she has engaged in stalking, harassment, and a deliberate campaign of lies directed at me."

-

Kane went on to describe the kinds of behavior that his ex has exhibited, and noted that it has not been limited to Evander Kane alone.".. she has also targeted my friends and family members, dragging innocent people into her vendetta."

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Kane noted that she's gone after his career and tried to drag his name through the mud to sour NHL teams and others on him. In many cases, it's worked.

"She has furthermore made persistent, calculated attempts to sabotage my career and professional reputation. These relentless attacks have caused damage, and I have shown more patience than anyone should be expected to. That patience has now run out."

Kane noted that he has a permanent domestic violence restraining order against her, "yet she has chosen to ignore it, along with every other court order issued in this matter." He added that the number of violations is in the thousands. "Rather than comply, she has done the complete opposite

at every turn, deliberately defying the legal system that has given her every opportunity to do the right thing."

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Kane then thanked his current fiancée Mara, who has stayed supportive and worked cooperatively even though his ex had defied court orders, not shown up for supervised visitation and has "made zero meaningful progress, taken no real steps forward, and done nothing to demonstrate that she is serious about being a mother."

Kane then said that they can no longer try to make things work and are pursuing legal action against his ex and any friends or family who have helped her try to disrupt Evander and Mara's life. He explained that his attorneys have been collecting evidence for more than five years, and they are about to hold everyone fully accountable. "Any individual who has assisted, enabled, or participated in these actions against me whether directly or indirectly will not be exempt from legal consequences."

He ends with, "I will be pursuing every available legal remedy to ensure justice is served. Accountability is not optional. It is long overdue, and it is coming....This will be the last time I address this publicly. But it needed to be said."

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# **Exhibit 30**

Video Exhibit

Nik Richie YouTube Video

**\*to be manually filed with  
the Clerk's Office\***

# **Exhibit 31**

Yahoo Sports Article

# Oilers star Evander Kane rips Kings fans for harassing 10-year-old cancer patient

Michael Hoad



*Evander Kane ripped into Kings fans for how they allegedly treated a young Oilers supporter battling cancer. (Photo via @simply\_cecily/Twitter)*

Edmonton Oilers star Evander Kane came to the defence of a 10-year-old fan and cancer patient after she was allegedly mistreated at a game in Los Angeles last week.

With the Oilers taking on the Kings in their first-round series, Cecily Eklund made the trip south of the border to cheer on her favourite team in Game 3. Kane claims the girl was harassed by Kings fans with someone even spitting on her.

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Here's the full message Kane [posted on social media](#):

"My dear friend [Cecily] got to go on an amazing trip to LA last week that created some incredibly fun memories. But some of her experience in LA, specifically at Game 3, was not.

I'm disgusted and appalled at what happened to this amazing little girl in the stands and in a woman's

restroom, where she was harassed for wearing her jersey and was spit on by an LA fan for doing so.

This type of behaviour is gross and completely unacceptable. For any young girl, especially someone battling cancer, to be treated in such a manner is pathetic. Grow up and as this smart young lady always says BE KIND!"

Oilers fans! Let's all choose to be kind and be happy we get to watch our favourite hockey ❤️ if you go to the Oilers game come see me tonight! I'll be selling bracelets helping other kids go on magical experiences with the [@BenStelterFund](#) ❤️ [pic.twitter.com/Ua8Ze4Ni1](https://pic.twitter.com/Ua8Ze4Ni1)

— Simply Cecily (@simply\_cecily) [April 25, 2023](#)

Eklund's mother, Cathy, confirmed her daughter was spit on and said the environment at the arena was "hostile."

"There was a fight just two rows in front of Cecily, she was spit on, sworn at," Cathy Eklund [told Global News](#).

"It wasn't the best experience, but it's also very important to remember that a couple fans don't represent the whole fanbase."

Supporters of both the Oilers and Kings have since rallied behind Cecily, with a number of Kings fans attempting to make up for the poor treatment she received by donating to her charity drive. Cathy said Kings fans had contributed over \$7,000 as of Tuesday evening.

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[Cecily's page](#) has already accumulated nearly \$50,000 as of this writing, which is well over its stated goal of \$30,000.

Prior to this incident, the child had already fundraised nearly \$100,000 after her cancer diagnosis four years ago, [per Global News](#).

Edmonton has given Cecily plenty to cheer about on the ice. The team [clobbered Los Angeles](#) in a pivotal Game 5 on Tuesday to take a 3-2 series lead.

# **Exhibit 32**

ESPN Article

## Ex-NHL star Kesler faces sexual conduct charges

ANAHEIM DUCKS 229d

## Knights' Hart: Carolina fan chants are 'just noise'

VEGAS GOLDEN KNIGHTS 1d - Greg Wyshynski

## Lightning strikes twice: Kucherov wins 2nd MVP

TAMPA BAY LIGHTNING 3d - Greg Wyshynski

## Reports: Nurse gives Oilers list of trade options

EDMONTON OILERS 3d

## Kings look to bolster offense with Laviolette hire

LOS ANGELES KINGS 4d

## NHL free agency rankings: Who are the best players available on July 1?

ANAHEIM DUCKS 17d - Greg Wyshynski

## Why goalie tandems have taken over the NHL -- even in the playoffs

BUFFALO SABRES 3d - Ryan Clark

## Overheard at the NHL scouting combine: Most impressive prospects, trade buzz, more

ANAHEIM DUCKS 5d - Rachel Kryshak and Kristen...

## Larkin, Kyrou ... Matthews? Ranking NHL trade candidates this offseason

ANAHEIM DUCKS 10d - Greg Wyshynski

## How undrafted players became so vital to NHL teams' success

CAROLINA HURRICANES 5d - Ryan Clark

## Knicks' victory takes them off the list of teams with no title wins in 50-plus years

NEW YORK KNICKS 9h - ESPN staff

## Stanley Cup playoffs daily: Can the Golden Knights force a Game 7?

CAROLINA HURRICANES 14h - ESPN Staff

# Ex-NHL center Ryan Kesler faces criminal sexual conduct charges

ESPN

Oct 28, 2025, 10:27 AM ET

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Former NHL center [Ryan Kesler](#) has been charged with criminal sexual conduct in Michigan, according to court records obtained by multiple outlets.

Kesler pleaded not guilty to two misdemeanor counts of fourth-degree criminal sexual conduct Monday in Bloomfield Hills District Court, according to court records.

Kesler posted \$50,000 bond and was ordered not to leave the state of Michigan without court permission. His next scheduled court appearance is set for Nov. 6.

Kesler has denied the charges, which were filed last Thursday and stem from an alleged incident on Jan. 1 in Orchard Lake, Michigan, according to court records.

"Ryan emphatically denies the allegations and is completely innocent of the charges," his attorney Robert Morad told The Athletic on Monday. "As the legal process begins, we ask for respect for his privacy and for the integrity of the judicial system. We are confident, when all the facts and circumstances are presented, that he will be fully exonerated."

According to the criminal complaint, which was obtained by The Athletic, both counts allege Kesler engaged in sexual contact with a 16-year-old child "through force or coercion and/or (had) reason to know the victim was physically helpless."

Kesler, 41, has been suspended from his role as a youth hockey coach by the Michigan Amateur Hockey Association (MAHA). Tom Berry, the president of MAHA, told The

Athletic that Kesler also has been suspended from all USA Hockey activities. Kesler was in his third season coaching the Detroit-area Little Caesars AAA Hockey Club 15O Bantam Midget team.

Kesler played parts of 15 seasons with the [Vancouver Canucks](#) and [Anaheim Ducks](#), appearing in 1,001 regular-season games from 2003 to 2019.

A two-time All-Star, Kesler had 258 goals and 315 assists in his career and won the Selke Award, given to the NHL's best two-way forward, after the 2010-11 season. The Michigan native also was a member of the United States Olympic teams in 2010 and 2014.