

IN THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA

STEWART TILGHMAN FOX &
BIANCHI, P.A., WILLIAM C.
HEARON, P.A. AND TODD S.
STEWART, P.A.

Plaintiffs

Case No.: 2023-CA-000370-A001-P

vs.

HARLEY N. KANE, MICHELLE
J. KANE, SHECTER & EVERETT,
LLP and DAVID L. MANZ
PROFESSIONAL ASSOCIATION
d/b/a THE MANZ LAW FIRM
Defendants

Affidavit of Harley Kane in Support of Motion for Summary Judgment

On March 31, 2025, personally appeared Harley N. Kane, a person well known to me or who identified himself by a Florida driver's license, who on being duly sworn did depose and say:

1. This affidavit is made on personal knowledge and is filed in support of all motions for final summary judgment filed by the Defendants, individually and collectively.
2. The Plaintiff's obtained a judgment in 2023 against "Harley N. Kane and Michelle J. Kane, as tenants by the entirety". They did not obtain any judgment against Harley N. Kane individually or against Michelle

J. Kane, individually. Indeed, the trial court did not allow disclosure of either of their social security numbers.

3. There is no conduct alleged or shown sufficient to overcome the constitutionally protected homestead privilege. As will be demonstrated, all the Plaintiffs can contend is "Harley N. Kane didn't voluntarily pay us with his exempt funds." Taken to its logical conclusion Harley N. Kane should not have been allowed the ownership benefits of marriage.

Background of the individual judgment against Harley N. Kane

4. A bad faith lawsuit on the behalf of a single PIP client was filed in 2001 against the various Progressive Insurance Companies. The attorneys representing that client were all signatories to a retainer agreement with that PIP client were Slawson and Cunningham, PA (not a party to this or any related litigation) and Marks and Fleischer, P.A., Watson and Lentner, P.A., and Kane & Kane (the 3 PIP firms").
5. Todd S. Stewart was then an associate of the Slawson and Cunningham law firm. At some point in 2004, he informed the 3 PIP firms he was going to no longer an associate at the Slawson law firm and that firm was not interested in keeping the bad faith lawsuit.

6. He suggested the Slawson firm be replaced by the three plaintiff firms involved in this litigation. The client was convinced to hire the three Plaintiff firms and the three PIP firms.
7. Initially, the new attorneys felt that the case would be stronger if there were additional clients added to the suit. Eventually a total of 37 clients¹ were involved in the bad faith lawsuit. Nineteen (19) of them were Watson & Lentner, P.A. PIP clients, 18 of them were Marks & Fleischer, P.A. PIP clients and none were Kane & Kane PIP clients. Harley N. Kane did not advise or discuss the bad faith lawsuit with any of the 36 bad faith clients.
8. A settlement occurred in 2004 resolving the bad faith litigation (with the consent of all 36 remaining clients) and resolving all the pending PIP lawsuits. Marks & Fleischer advised the 19 bad faith clients and all of Marks & Fleischer PIP clients. Watson and Lentner advised the 18 bad faith clients and all of Watson & Lentner PIP clients. Kane & Kane, did not advise any bad faith clients but did advise all its PIP clients.
9. Shortly thereafter, the 3 Plaintiff law firms filed suit against the 3 PIP law firms in a four-count complaint alleging:

¹ At some point one of the 37 clients dropped out of the lawsuit – leaving 36 remaining.

- (a) Common law fraud,
- (b) Fraud in the Inducement,
- (c) Imposition of a Constructive Trust,
- (d) Breach of Fiduciary Duty

All these claims were expressly rejected by the trial judge.

10. In or about October 2005, the Plaintiff's amended the complaint to add a count for Quantum Meruit/Unjust Enrichment. This theory was successful and the trial court entered a 2008 judgment for breach of an implied contract. All of the other claims were rejected.
11. Following that judgment, Harley N. Kane, Charles J. Kane and Kane & Kane filed Chapter 7 bankruptcies surrendering all their non-exempt assets to the trustee. That bankruptcy terminated December 31, 2014 without a discharge. None of the money assets obtained as a result of the 2004 settlement was retained by Harley N. Kane. Eventually at the end of 2014 those funds remaining were turned over to the Plaintiffs. As a result of that distribution the Plaintiffs received more than \$800,000.

The Greenspan Law firm (2009 to 2014)

12. Following the total liquidation of Kane and Kane (and all of Harley N. Kane's non-exempt assets) as a part of the Chapter 7 bankruptcy,

Harley N. Kane and his father, Charles J. Kane, were employed as associate attorneys by the Greenspan Law Firm. Neither Harley N. Kane nor Charles J. Kane had any ownership interest in that law firm.

13. None of the clients or cases of the Greenspan Law firm were bad faith cases nor had any connection with the Plaintiff law firms. None of the Greenspan Law Firm cases were related to or involved in any of the cases settled in 2004.
14. Michael Greenspan and Leon Greenspan purchased the office condominium leased by Kane & Kane, P.A. (a new law firm formed in 2009 pursuant to an agreement made with the trustee in bankruptcy). The Greenspans owned it until its sale in August 2014.
15. During that time period, the Greenspan law firm continued to represent PIP clients and by 2014 had amassed a large backlog of open cases.
16. The Greenspan Law firm employed attorneys Leon Greenspan, Michael Greenspan, Charles J. Kane, Harley N. Kane, Harriet Uris, Joseph Littman, Michelle J. Kane, and Thomas Flannagan.
17. There were then many PIP suits filed against the various State Farm entities. The Greenspans were worried those would be lost.

18. In or about September 2014, the Greenspans informed all its firm's employees were terminated effective October 31, 2014.

The formation of Kane Lawyers, PLLC.

19. Multiple meetings and discussions were had among the newly unemployed lawyers. Harriet Uris and Joseph Littman declined ownership of any newly formed law firm. Thomas Flannagan chose ownership and used his P.A. to become the principal rather than as an individual. Harley N. Kane and Michelle J. Kane were married at the time and therefore formed a new P.A. to own their share. Since they were married, the newly created law firm was a marital asset. Charles J. Kane was nearing retirement, was not interested in bearing the risks and costs of the new venture, and therefore was not invited to be a principal. Charles J. Kane was retained as an associate. Harriett Uris and Joseph Littman were not hired and found employment elsewhere.
20. Kane Lawyers, PLLC. agreed to serve as co-counsel with Greenspan Law firm on the PIP cases with the consent of all the PIP clients and purchased office furnishings, computers, all the equipment but not the office condominium which was listed by the Greenspans for sale. Kane Lawyers, PLLC. was permitted to remain using the

premises until the sale of it. After the sale, Kane Lawyers vacated it at the end of August 2015.

State Farm settlement

21. In late 2015, State Farm sought settlements with many of the PIP law firms, including Kane Lawyers, PLLC (“Kane Lawyers’). Thomas Flannagan and Harley N. Kane conducted multiple meetings with State Farm and eventually reached a settlement approved by the PIP clients who received 100% of their alleged damages plus statutory interest.
22. The attorney fees and costs went into Kane Lawyers’ bank account.
23. The Plaintiff bad faith lawyers do not allege any connection with the 2015 settlement or entitlement to any of the settlement funds.
24. The principals of Kane Lawyers met and agreed to division of the settlement as well as bonuses for the Kane Lawyers’ employees.

Kane Lawyers Distribution and Homestead Purchase

25. 107 Hilson Court, Tavernier, FL 33070 (“the Property’), on which Plaintiffs’ seek an equitable lien was purchased in 2016 with lawfully earned funds (“the Funds”) distributed by Kane Lawyers to Michelle and Harley Kane, P.A., a Florida Professional Association (“MJKPA”)

that it distributed to its shareholders, Harley N. Kane and Michelle J. Kane, as tenants by the entireties.

26. Michelle and Harley Kane used their lawful distribution to purchase the Property as their homestead residence.

27. It is uncontroverted that the Funds were proceeds of income lawfully earned by Kane Lawyers distributed to its 50% shareholder, MJKPA.

28. At all times material MJKPA was a viable Florida Professional Association duly formed in 2014 and that duly filed its annual reports. No other activity was necessary to maintain its viability.

29. The Funds distributed by Kane Lawyers were not obtained in any transaction involving the Plaintiffs. **The Funds were never obtained by anyone through common law fraud or egregious conduct.** This point is not contested!

30. The Plaintiffs did not plead nor have they obtained a judgment for common law fraud.

31. There is no pertinent written contract that indicates an intention to charge the Property with a debt or obligation.

32. There is a mortgage encumbering the Property that is held by a third party. That mortgage is not asserted by the Plaintiffs as a basis for equitable relief.
33. Kane Lawyers did not defraud the Plaintiffs and no such allegation has been made.
34. Kane Lawyers did not perform any act or make any representation on which the Plaintiffs reasonably relied to their detriment in connection with any distribution or the Property.
35. Harley N. Kane did not defraud the Plaintiffs.
36. Harely N. Kane did not perform any act or make any representation on which the Plaintiffs reasonably relied to their detriment in connection with the Funds, any distribution or the Property.
37. Michelle J. Kane did not defraud the Plaintiffs.
38. Michelle J. Kane did not perform any act or make any representation on which the Plaintiffs reasonably relied to their detriment in connection with the Funds, any distribution or the Property.
39. Harley N. Kane, individually, was not a party in the litigation that resulted in the 2023 judgment the Plaintiffs assert as a basis to establish an equitable lien.

40. Michelle J. Kane, individually, was not a party in the litigation that resulted in the 2023 judgment the Plaintiffs assert as a basis to establish an equitable lien.

41. At all times material, Harley N. Kane and Michelle J. Kane, as tenants by the entireties, purchased the Property with the intent it was their sole permanent residence and homestead. At all times material, Harley N. Kane has resided on the Property continuously without interruption as his sole permanent residence.

42. Harley N. Kane registered to vote in 2016 living at the Property and has remained solely a registered voter there continuously thereafter without interruption.

43. The Property is located on land that is less than one-half acre of contiguous land within the municipality of Tavernier, Florida.

44. Harley N. Kane continues to reside at the Property as his permanent residence and homestead and maintains no permanent residence elsewhere. Further affiant says naught.



Harley N. Kane

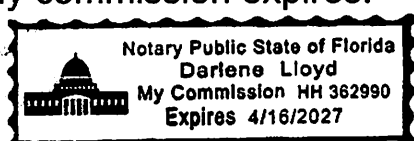
Sworn and subscribed before me on 31st day of March, 2025.



Darlene Lloyd

Notary Public, State of Florida at Large

My commission expires:



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via e-service to all interested parties on this 1st day of April, 2025.

Harley N. Kane

By: /s/ Harley N. Kane
Harley N. Kane, pro se
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Tavernier, FL 33070
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