

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

ALEKSANDRA VASILEVNA MENDOZA,

Plaintiff,

CASE NO.: 2026-008586-CA-01 (30)  
HONORABLE REEMBERTO DIAZ

v.

BRADEN ERIC PETERS a/k/a "CLAVICULAR,

Defendant.

**NOTICE OF FILING**  
**PLAINTIFF'S INITIAL DISCOVERY DISCLOSURES**

COMES NOW Plaintiff Aleksandra Vasilevna Mendoza, an individual (the "Plaintiff"), by and through her undersigned counsel and pursuant to Florida Rule of Civil Procedure 1.280(a)(1), and hereby provides notice of filing<sup>1</sup> her initial discovery disclosures as follows:

1. Individuals Likely to Have Discoverable Information.

The following individuals are likely to have discoverable information that the Plaintiff may use to support its claims in this action:

Name	Contact Information	Subject Matter
Aleksandra Vasilevna Mendoza	c/o Schwartz   Breslin PLLC 169 E. Flagler St., Ste. 700 Miami, FL 33131 Tel.: 305-577-4626 E-Mails: JS@jsjb.law; JB@jsjb.law; EService@jsjb.law	Aleksandra Vasilevna Mendoza is the Plaintiff. Her subject matter will include all facts alleged in the Complaint [DIN 2].
Braden Eric Peters	c/o Neiman Mays Floch &	Braden Eric Peters a/k/a

<sup>1</sup> The Plaintiff files these initial disclosures based on the information reasonably available to her at the time of filing, and expressly both without waiving any objections as to relevance, materiality, privilege, or admissibility of evidence in the action and reserving the right to revise, correct, supplement or clarify the disclosures at any time, consistent with Florida Rule of Civil Procedure 1.280. Plaintiff has made a reasonable and good faith effort to comply with her initial disclosure obligations under Rule 1.280(a), Fla. R. Civ. P. By identifying individuals as part of these Disclosures, Plaintiff makes no express or implied representation, concession or admission regarding the relevant knowledge or competence of any individual and expressly reserves the right to object on any grounds, including relevance, undue burden and competence, to any deposition or testimony of any individual. These disclosures do not identify potential expert witnesses or areas of expert testimony. Plaintiff expressly reserves the right to provide expert witness disclosures in accordance with the Florida Rules of Civil Procedure and any Court scheduling, pretrial, and/or trial order.

a/k/a "Clavicular"	Almeida 550 S. Andrews Avenue Suite 720 Fort Lauderdale, FL 33301	"Clavicular" is the Defendant. His subject matter will include all facts alleged in the Complaint [DIN 2].
Ioritz Eguileor a/k/a "Drago"	Address Unknown.	Ioritz Eguileor a/k/a "Drago" was present during that certain November 2025 incident detailed in the Complaint [DIN 2], including being in the actual subject stream, itself.
Scarlett Aurora Castleman	No current permanent address.	Scarlett Aurora Castleman was present every, or almost every, time during which Plaintiff was present at Defendant's home in Delray Beach, FL.
Carlee Netolicky	Address unknown.	On November 27, 2025, Carlee Netolicky was with Plaintiff at Balan's in Brickell, during which night Plaintiff alleges that Defendant paid the bouncer at a venue for Plaintiff to get into that venue, at which venue they "livestreamed" and where Plaintiff danced with Defendant after consuming alcohol purchased by Defendant and given to her by Defendant. That same night, Carlee proceeded to the Delray Beach, FL home with Plaintiff, and Uber-ed home from same with Plaintiff.
Kirsten Layne Melock	8260 Garden Catalina Circle Lake Worth, FL 33467	On November 29, 2025, Kirsten Layne Melock was together with Plaintiff and Defendant, including being on a "livestream" with them.
Ed Matthews	Address currently unknown.	Ed Matthews was present during multiple instances in which the Plaintiff and the Defendant appeared on "livestream" together. These occurred,

		respectively, on November 29, 2025 wherein Defendant discussed having sex with Plaintiff, December 1, 2025 and December 2, 2025 wherein Defendant discussed having sex with Plaintiff.
Lauren Peters	Permanent address currently unknown.	Lauren Peters is Defendant's mother and was there the night of the May 2025 incident. Plaintiff said hi to Lauren Peters.
Grandma of Defendant	Permanent address currently unknown.	Defendant's Grandma was present at the Cape Cod home during the May 2025 night detailed in the Complaint and witnessed the Plaintiff at that home [DIN 2].
Charlie Scholer	739 Pine Lake Drive Delray Beach, FL (Home where November 14, 2025 incident occurred.)	Charlie was present at the Delray Beach, FL home the evening of the November 14, 2025 incident detailed in the Complaint.
Demir Basceri a/k/a "Cookie King"	244 Belblossom Drive Los Gatos, CA 95032	On the evening of the November 14, 2025, Demir Basceri a/k/a "Cookie King" was in that certain Tesla with Plaintiff and Defendant, and in which vehicle Demir Basceri a/k/a "Cookie King" and Defendant engaged in putting a powder substance up their noses.
Marissa (last name unknown.)	Massachussetts (Exact address unknown.)	On the evening of November 14, 2025, Marissa was present in the Tesla mentioned immediately above this informational cell.
Representatives of Kick Streaming Pty Ltd	2/287 Collins Street Melbourne, VIC, 3000 Australia	Kick Streaming Pty Ltd has knowledge of all "streaming" on its platform relevant to the allegations in the Complaint [DIN 2].
Representatives of Twitch Interactive	250 Bush Street, 2nd Floor San Francisco, CA 94104	Twitch Interactive has knowledge of all "streaming" on

		its platform relative to the Complaint [DIN 2].
Anthony Fujiwara and/or Reps. of a “clipping” company owned or operated by him.	Address unknown.	Anthony Fujiwara is likely to have knowledge of “clipping” campaigns related to the Plaintiff.

2. *A Description, by Category and Location, of all documents, ESI and Tangible Things That the Disclosing Party Has in Its Possession, Custody or Control and May Use to Support its Claims or Defenses, Unless the Use Would be Solely for Impeachment.*

A. Communications: The Plaintiff has text messages and Instagram messages between her and the Defendant, which are stored on her mobile devices. The Plaintiff also has downloaded “livestreams,” to the extent these would be considered communications.

B. Documents: The Plaintiff has photos and videos, including ones sent by the Plaintiff and others downloaded from the Internet, including “livestreams.” They remain on the Plaintiff’s devices and cloud based accounts. The Plaintiff’s Uber records are also relevant, and are stored on her Uber application within Uber’s database. The Defendant’s Uber records are also relevant, and are stored in his Uber application within Uber’s database. The Plaintiff also has contracts with companies who sponsored her, which were relevant, including but not limited to that certain Marketing Affiliate “Exclusive Partner” Agreement, a copy of which is in the possession of undersigned counsel. Kick Streaming Pty Ltd, Twitch Interactive, YouTube, TikTok and Meta, including Instagram, among other platforms on which content giving to this lawsuit is published, have in their possession, custody and control “livestream” content and other video and images, including related “chat” transcripts.

C. Bank Records: The Plaintiff was sent money by the Defendant through Venmo. These records are stored both within Venmo and within the Plaintiff and Defendant’s respective banking records. The Defendant’s bank records are also relevant insofar as correlated to the content giving rise to this lawsuit, including bank records of companies owned and/or controlled by the Defendant.

D. Location. The locations of all such evidence is detailed *supra*, within their respective paragraphs.

3. *A Computation for Each Category of Damages Claimed by the Disclosing Party and a Copy of the Documents or Other Evidentiary Material, Unless Privileged or Protected From Disclosure, on Which Each Computation is Based, Including Materials Bearing on the Nature and Extent of Injuries Suffered; Provided That a Party is Not Required to Provide Communications as to Noneconomic Damages, but the Party Must Identify Categories of Damages Claimed and Provide Supporting Documents.*

In addition to significant non-economic damages and punitive damages, the Plaintiff has suffered loss on income damages. These damages are fully unknown at this time, but she was receiving a minimum of \$15,000 per month as part of a Marketing Affiliate Agreement, which was cancelled, she believes, as a result of the Defendant's online actions. If that contract had been in effect for 10 years, which the Plaintiff believes is a reasonable period, her loss on income is valued at \$1.8 million. The subject agreement is confidential and will be produced upon the execution of an agreeable confidentiality agreement along with the permission of the other party to the contract.

4. *A Copy of Any Insurance Policy or Agreement Under Which an Insurance Business May be Liable to Satisfy All or Part of a Possible Judgment in the Action or to Indemnify or Reimburse for Payments Made to Satisfy the Judgment.*

None.

Dated this May 5, 2026,

**KUTNER, RUBINOFF & MOSS, LLP**

Offices at the Grand Bay  
2665 South Bayshore Drive  
Suite 301  
Coconut Grove, Florida 33133  
Phone: 305-358-6200  
Fax: 305-577-8230

By: *s/Andrew M. Moss*

Andrew M. Moss  
Florida Bar No. 0170259  
[Moss@krmlegal.com](mailto:Moss@krmlegal.com)  
[Diaz@krmlegal.com](mailto:Diaz@krmlegal.com)

**SCHWARTZ | BRESLIN PLLC**

The DuPont Building  
169 East Flagler  
Suite 3700  
Miami, Florida 33131  
Phone: 305-577-4626  
Fax: 305-577-4630

By: *s/Jonathan Noah Schwartz*

Jonathan Noah Schwartz  
Florida Bar No. 1014596  
[JS@JSJB.law](mailto:JS@JSJB.law)  
[EService@JSJB.law](mailto:EService@JSJB.law)

By: *s/Jerry Breslin*

Jerry Breslin  
Florida Bar No. 269573  
[JB@JSJB.law](mailto:JB@JSJB.law)  
[EService@JSJB.law](mailto:EService@JSJB.law)

**Certificate of Service**

I HEREBY CERTIFY that on May 5, 2026, the foregoing document was filed via the Florida Courts e-Filing Service, and will also be served by e-mail on Jeffrey Neiman, Esq. [jneiman@nmfalwfirm.com], who on May 1, 2026 noted by e-mail that he is “authorized to accept service” for the Defendant.

*/s/ Jonathan Noah Schwartz, Esq.*